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BEFORE THE ARIZONA CORPORATION COMMISSION

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2006 JUN -1 P 2:19  
AZ CORP COMMISSION  
DOCUMENT CONTROL

DONEY PARK WATER NOTICE OF  
TARIFF FILING RE: CROSS  
CONNECTION CONTROL

DOCKET NO. W-01416A-06-0323  
NOTICE OF FILING AMENDED CROSS  
CROSS-CONNECTION TARIFF

On May 9, 2006, pursuant to A.R.S. § 40-367, Doney Park Water ("DPW") filed its Amended Cross-Connection Tariff, to be effective the 31<sup>st</sup> day following the filing of the Notice (i.e., June 9, 2006). After filing, Arizona Corporation Commission Staff informally requested non-substantive changes to the Amended Tariff. The amended Cross-Connection Tariff attached hereto as Exhibit 1, merely incorporates all changes requested by Commission Staff and reflects the effective date of the Tariff to be effective June 9, 2006, in accordance with the original filing.

DATED this 15<sup>th</sup> day of June, 2006.

CURTIS, GOODWIN, SULLIVAN,  
UDALL & SCHWAB, P.L.C.

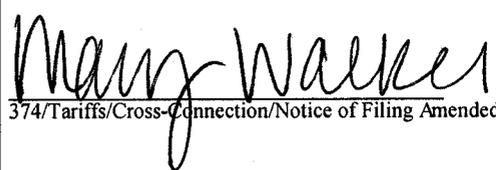
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Attorneys for Doney Park Water

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PROOF OF AND CERTIFICATE OF MAILING

I hereby certify that on this 1st day of June, 2006, I caused the foregoing document to be served on the Arizona Corporation Commission by delivering the original and thirteen (13) copies of the above to:

Docket Control  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

  
374/Tariffs/Cross-Connection/Notice of Filing Amended Tariff

# EXHIBIT 1

## TARIFF SCHEDULE

**UTILITY:** Doney Park Water

**TARIFF SHEET NO.:** 13

**DOCKET NO.:** W-01416A-06-0323

**REPLACES SHEET NO.:** n/a

**PHONE:** (928) 526-2600

**DECISION NO.:** n/a

**EFFECTIVE:** June 9, 2006

### CROSS-CONNECTION CONTROL

#### No. 13

#### PURPOSE:

To protect the public water supply throughout Company's water systems from the possibility of contamination caused by backflow through unprotected cross-connections by requiring the installation and periodic testing of backflow-prevention assemblies pursuant to the provisions of the Arizona Administrative Code ("A.A.C.") R14-2-405.B.6 and A.A.C. R18-4-115.

#### INSPECTIONS:

The member/customer shall cooperate fully with Company in its efforts to investigate and determine the degree of potential health hazard to the public water supply which may result from conditions existing on the member/customer's premises.

#### REQUIREMENTS:

In compliance with the Rules and Regulations of the Arizona Corporation Commission and the Arizona Department of Environmental Quality, specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-115 relating to backflow prevention:

1. Company may require a member/customer to pay for and install, maintain, test and repair a backflow-prevention assembly if A.A.C. R18-4-115.B or C applies.
2. A backflow-prevention assembly required to be installed by the member/customer under this Tariff shall comply with the requirements set forth in A.A.C. R18-4-115.D and E.
3. Subject to the provisions of A.A.C. R14-2-407 and 410, and in accordance with Sections 1 and 7 of this Tariff, the Company may terminate service or may deny service to a member/customer who fails to install or test a backflow-prevention assembly as required by this Tariff.
4. Company shall give any existing member/customer who is required to install and/or test a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is not applicable, the member/customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the member/customer can show good cause as to why he cannot install the device within thirty

## TARIFF SCHEDULE

**UTILITY:** Doney Park Water  
**DOCKET NO.:** W-01416A-06-0323  
**PHONE:** (928) 526-2600

**TARIFF SHEET NO.:** 13b  
**REPLACES SHEET NO.:** n/a  
**DECISION NO.:** n/a  
**EFFECTIVE:** June 9, 2006

### CROSS-CONNECTION CONTROL

#### No. 13 (Cont.)

(30) days, Company or the Arizona Corporation Commission Staff may grant additional time for this requirement.

5. Testing shall be in conformance with the requirements of A.A.C. R18-4-115.F. Company shall not require an unreasonable number of tests, although each backflow-prevention device must be tested at least once per year. The member/customer shall pay to have the backflow-prevention assembly tested as long as Company does not require an unreasonable number of tests. Member/customer may request and Company may secure testing for the member/customer in accordance with Section 8.b. of this Tariff.

6. If the backflow-prevention assembly is installed and/or tested by someone other than Company, the member/customer shall provide Company with records of installation and testing. For each backflow-prevention assembly, these records shall include:

- a. assembly identification number and description;
- b. location;
- c. date(s) of test(s);
- d. description of repairs and recommendation for repairs made by tester; and
- e. tester's name and certificate number.

If the Company installs and/or tests the backflow-prevention assembly, the Company shall be responsible for providing the necessary records related to the Company supplied action.

#### DISCONTINUANCE OF SERVICE:

7. In accordance with A.A.C. R14-2-407 and 410 and provisions of this Tariff, Company may terminate service or deny service to a member/customer who fails to install and/or test a backflow-prevention assembly as required by this Tariff.

- a. In the event the backflow-prevention assembly has not been installed, does not function properly or fails any test and an obvious hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, Company may terminate service immediately and without notice. The backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested before service is restored.
- b. In the event the backflow-prevention assembly has not been installed, does not function properly, fails any test or in the event that a member/customer

## TARIFF SCHEDULE

**UTILITY:** Doney Park Water

**TARIFF SHEET NO.:** 13c

**DOCKET NO.:** W-01416A-06-0323

**REPLACES SHEET NO.:** n/a

**PHONE:** (928) 526-2600

**DECISION NO.:** n/a

**EFFECTIVE:** June 9, 2006

### CROSS-CONNECTION CONTROL

#### No. 13 (Cont.)

fails to comply with testing requirements and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be installed, repaired or replaced by the member/customer and retested within fourteen (14) days of the initial discovery of the deficiency in the assembly or its function. Failure to remedy the deficiency or dysfunction of the assembly, or failure to retest shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

- c. The failure of the member/customer to annually provide Company with the information required by Section 6 of this Tariff indicating that the backflow-prevention assembly is functioning properly shall be grounds for termination of water utility service in accordance with A.A.C. R14-2-410.

### COMPANY SUPPLIED BACKFLOW ASSEMBLIES AND TESTING

8. Company as a convenience to its member/customers may, in accordance with this Tariff and on a non-discriminatory basis, offer to:

- a. Provide and install, at Company's cost, double check backflow-prevention assemblies at properties that have, or are zoned to permit, horses and other livestock. Company may set a maximum number of backflow-prevention devices the Company will supply during a year and minimum criteria that must be met to qualify for a Company supplied backflow-prevention assemblies. Installation of Company supplied backflow-prevention assemblies by Company shall be subject to the availability of Company staff, as determined by Company. Member/customers shall make a written request for Company provided backflow-prevention assemblies on a form provided by Company.
- b. Secure the testing of backflow-prevention assemblies on the member/customer's behalf and to include the cost thereof on member/customer's water bill. If the Company elects to secure testing on the member/customer's behalf, a cutoff date shall be set when the customer/member files with the Company a written request for a Company secured test. Failure of the Company to receive a written request from the member/customer on or before the date set by Company, shall be deemed a rejection of the offer by the member/customer. If the member/customer does not accept the offer, the member/customer must have the backflow-

## TARIFF SCHEDULE

<b>UTILITY:</b> <u>Doney Park Water</u>	<b>TARIFF SHEET NO.:</b> <u>13d</u>
<b>DOCKET NO.:</b> <u>W-01416A-06-0323</u>	<b>REPLACES SHEET NO.:</b> <u>n/a</u>
<b>PHONE:</b> <u>(928) 526-2600</u>	<b>DECISION NO.:</b> <u>n/a</u>
	<b>EFFECTIVE:</b> <u>June 9, 2006</u>

### CROSS-CONNECTION CONTROL

#### No. 13 (Cont.)

prevention device tested on their own and comply with sections 5 and 6 of this Tariff or their water service will be subject to termination in accordance with section 7 of this Tariff.

9. If the member/customer has requested the Company provide, install and/or test a backflow-prevention assembly in accordance with this Tariff:

- a. The member/customer shall provide safe and clear access to the backflow-prevention assembly location for installation and/or testing by the Company. If the technician cannot access the backflow-prevention device for installation and/or testing, the member/customer will be required to have the device installed and/or tested on his or her own. The member/customer will still be required to pay for the test that was attempted by Company.
- b. The member/customer shall not be relieved of their obligation to install, test, maintain and repair a backflow-prevention assembly, except that: i) any backflow-prevention assembly installed by Company shall be deemed to meet the requirements of A.A.C. R18-4-115.D and E and to be functioning at the time of installation and ii) any test conducted by Company and paid for by the member/customer shall be deemed to comply with the requirements of A.A.C. R18-4-115.F.
- c. Failure to provide safe and clear access for installation or testing or to pay for a Company secured test shall be deemed a failure to install or test a required backflow-prevention assembly and be grounds for termination of water utility service in accordance with section 7 of this Tariff.