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ADMITTED TO PRACTICE IN:
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DISTRICT OF COLUMBIA

ORIGINAL

OF COUNSEL TO
MUNGER CHADWICK, P.L.C.

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

April 3, 2009

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

Re: Ridgeline Water Company, L.L.C.
Docket No. W-20589A-08-0173
Compliance with Decision No. 70748

To Whom It May Concern:

Enclosed are the original and thirteen (13) copies of (i) a *revised* proposed Curtailment Plan Tariff and (ii) a *revised* proposed Cross-Connection or Backflow Tariff for Ridgeline Water Company, L.L.C. The enclosed proposed tariffs are being submitted in compliance with the Fifth and Sixth Ordering Paragraphs of Decision No. 70748.

In that regard, Ridgeline Water Company, L.L.C. has not as yet commenced the provision of water service to any customers. Accordingly, and as noted within the proposed Curtailment Plan Tariff, the company has not as yet been assigned an ADEQ Public Water System number.

Thank you in advance for your assistance in arranging for the processing of the enclosed proposed tariffs. Please let me know if you have any questions.

Sincerely,

Angela R. Trujillo
Secretary
Lawrence V. Robertson, Jr.

cc: Hon. Belinda A. Martin - ACC Hearing Division
Kimberly Battista - ACC Legal Division
Kevin Torrey - ACC Legal Division

Arizona Corporation Commission
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Company Name: Ridgeline Water Company, L.L.C. Page 1 of 2

CROSS-CONNECTION OR BACKFLOW TARIFF

PURPOSE:

The purpose of this tariff is to protect Ridgeline Water Company, L.L.C. ("Company") water from the possibility of contamination caused by the backflow of contaminants that may be present on the customer's premises 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. R18-4-215.

REQUIREMENTS:

In compliance with the Rules of the Arizona Corporation Commission ("Commission") and the Arizona Department of Environmental Quality ("ADEQ"), specifically A.A.C. R14-2-405.B.6 and A.A.C. R18-4-215 relating to backflow prevention:

1. The Company may require a customer to pay for and to have installed a backflow-prevention assembly if A.A.C. R18-4-215.B or C applies.
2. A backflow-prevention assembly required to be installed by the customer under Paragraph 1 of this tariff shall comply with the requirements set forth in A.A.C. R18-4-215.D and E.
3. Subject to the provisions of A.A.C. R14-2-407 and 410, and in accordance with Paragraphs 1 and 7 of this tariff, the Company may terminate service or may deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff
4. The Company shall give any existing customer who is required to install a backflow-prevention assembly written notice of said requirement. If A.A.C. R14-2-410.B.1.a. is **not** applicable, the customer shall be given thirty (30) days from the time such written notice is received in which to comply with this notice. If the customer can show good cause as to why he cannot install the device within thirty (30) days, the Company or Commission Staff may suspend this requirement for a reasonable period of time.

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5. Testing shall be in conformance with the requirements of A.A.C. R18-4-215.F. The Company may require the customer to pay to have the backflow-prevention assembly tested as long as the Company does not require an unreasonable number of tests.
6. The customer shall provide the 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 recommendations for repairs made by tester; and
 - e. the tester's name and certificate number.
7. In the event the backflow-prevention assembly 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, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested.
8. In the event the backflow-prevention assembly does not function properly or fails any test, or in the event that a customer fails to comply with the testing requirement, and A.A.C. R14-2-410.B.1.a. is **not** applicable, the backflow-prevention assembly shall be repaired or replaced 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 service in accordance with A.A.C. R14-2-410.

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