

ORIGINAL



0000095991

BEFORE THE ARIZONA CORPORATIO  
RECEIVED

COMMISSIONERS

- KRISTIN K. MAYES, Chairman
- GARY PIERCE
- PAUL NEWMAN
- SANDRA D. KENNEDY
- BOB STUMP

2009 APR 23 P 2: 55  
AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE  
APPLICATION OF BACA FLOAT  
WATER COMPANY, INC FOR AN  
EXTENSION OF ITS CERTIFICATE OF  
CONVENIENCE AND NECESSITY IN  
SANTA CRUZ COUNTY.

DOCKET NO. WS-01678A-07-0459  
COMPLIANCE FILING

On April 24, 2008, the Arizona Corporation Commission (the "Commission") granted an extension of Baca Float Water Company's (the "Company") Certificate of Convenience and Necessity to provide wastewater utility service in Santa Cruz County, Arizona. See Decision No. 70290. In granting the extension, the Commission required the Company to file a copy of the Franchise Agreement with Santa Cruz County that includes the extension area, within one year of the effective date of the Commission's decision. Decision No. 70290 at 5. In compliance with Decision No. 70290, the Company files the attached Franchise Agreement for the extension area. (Exhibit A, attached hereto).

DATED this 23rd day of April, 2009.

SNELL & WILMER L.L.P.

Arizona Corporation Commission  
DOCKETED

APR 23 2009

DOCKETED BY

By   
Jeffrey W. Crockett  
Kristoffer P. Kiefer  
One Arizona Center  
400 East Van Buren  
Phoenix, Arizona 85004-2202  
Attorneys for Baca Float Water Company

Snell & Wilmer  
L.L.P.  
LAW OFFICES  
One Arizona Center, 400 E. Van Buren  
Phoenix, Arizona 85004-2202  
(602) 382-6000

1 ORIGINAL and 13 copies of the foregoing  
2 filed this 23rd day of April, 2009, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 Copy of the foregoing delivered  
8 this 23rd day of April, 2009, to:

9 Brian Bozzo, Compliance Manager  
10 ARIZONA CORPORATION COMMISSION  
11 Utilities Division  
12 1200 West Washington Street  
13 Phoenix, Arizona 85007

14   
15 \_\_\_\_\_

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

***Santa Cruz County, Arizona  
Franchise Agreement***

***Docket No. WS-01678A-07-0459  
Decision No. 70290***

**Compliance Filing April 24, 2009**



RESOLUTION NO. 2009-03  
OF THE BOARD OF SUPERVISORS OF  
SANTA CRUZ COUNTY, ARIZONA

IN THE MATTER OF THE APPLICATION OF BACA FLOAT WATER COMPANY, INC., AN ARIZONA PUBLIC SERVICE CORPORATION, FOR FRANCHISE TO USE THE PUBLIC STREETS, ROADS, ALLEYS AND PUBLIC WAYS OR PLACES NOW OR HEREAFTER ESTABLISHED FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR THE DISTRIBUTION OF WATER AND COLLECTION OF WASTEWATER

FRANCHISE

WHEREAS, Baca Float Water Company, Inc., an Arizona public service corporation ("Franchisee"), has duly and regularly applied and petitioned, pursuant to A.R.S. § 40-283, to the Board of Supervisors of the County of Santa Cruz, State of Arizona (the "County") for the franchise right and privilege to construct, operate and maintain a water distribution system and wastewater collection system in, upon, along, under, over and across the public streets, roads, alleys and public ways or places now or hereafter established (the "Public Rights-of-Way") within the County for the distribution and sale of water and for the collection of wastewater for domestic, industrial, commercial and business uses and for any and all other lawful purposes (the "Franchise Purposes"); and

WHEREAS, notice to the public on said application has been duly given as required by law; and

WHEREAS, said application was filed with the County on the 3rd day of March, 2009, and no petition to the County to deny such franchise was filed or presented according to law, and the County has considered the application for the franchise at a duly called public meeting; and

WHEREAS, it being determined by the County that the grant of this franchise is regular, authorized by law and in the best interests of the County and the inhabitants thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SANTA CRUZ COUNTY, ARIZONA, as follows:

1. That Franchisee is hereby enfranchised and empowered to use the Public Rights-of-Way lying within the County for the Franchise Purposes.

2. All rights hereunder are granted under the express condition that the County shall have the power at any time to impose at its sole discretion such restrictions and limitations and to make such regulations as to the use of the Public Rights-of-Way by Franchisee, as may be deemed best for the public safety or welfare.

3. The rights of the County in and to the use of the Public Rights-of-Way shall be forever paramount and superior to the rights of Franchisee.

4. Franchisee shall bear all expenses made or incurred for the purpose of this franchise, including damages and compensation for any alteration of the direction, surface, grade or alignment of any of the Public Rights-of-Way.

5. The expense of lowering, raising or moving pipes or other installations of Franchisee, or changing locations of installations of Franchisee, made necessary by the County's decision to change the direction, surface, grade or alignment, etc., of the Public Rights-of-Way shall be borne by Franchisee unless otherwise provided by law.

6. Nothing in this franchise shall be construed to grant Franchisee an exclusive right to use the Public Rights-of-Way. Franchisee's facilities shall be constructed and installed so as not to interfere with the reasonable use of the Public Rights-of-Way by the County. The location of facilities of Franchisee shall not be a vested interest, and the facilities shall be removed by Franchisee whenever they restrict or obstruct the operation or location of the Public Rights-of-Way or County facilities or the use thereof by the public.

7. This franchise and the rights and privileges granted herein shall be saleable, assignable and transferable by Franchisee, but no sale, assignment or transfer, in whole or in part, of any of the rights and privileges granted herein shall be effective as against the County until notice of the same in writing has been given to the County.

8. Franchisee assumes sole responsibility for the construction, condition, installation and safeguarding of any facility of Franchisee installed in a Public Right-of-Way pursuant to this franchise. Franchisee shall indemnify, hold harmless and defend the County, its officials, agents, servants and employees, from and against all claims for injuries to persons or damages to property due to the construction, condition, installation, location and safeguarding of any facility of Franchisee in a Public Right-of-Way, including the safeguarding of persons using the Public Rights-of-Way from such facilities and activities of Franchisee.

9. This franchise shall not be effective for any purpose until the acceptance of Franchisee is endorsed herein in writing; provided that, after any sale, assignment or transfer of Franchisee's rights hereunder Franchisee shall not be obligated under the terms hereof.

10. This franchise is granted for the term of twenty-five (25) years from the date of the passage and adoption of the same.

PASSED AND ADOPTED on this 1<sup>st</sup> day of April, 2009.

SANTA CRUZ COUNTY

W. O. G.  
Chairman

ATTEST:

Melinda Meek  
Melinda Meek, Clerk of the Board

APPROVED AS TO FORM:

Thomas C. O'Sullivan  
Thomas C. O'Sullivan, Chief Civil Deputy County Attorney

ACCEPTED BY:

BACA FLOAT WATER COMPANY, INC.,  
an Arizona public service corporation

By Gary Brasher  
Gary Brasher, President