

ORIGINAL

CASA GRANDE WEST/SOUTH WATER C

117 E. Second Street
Casa Grande, AZ 85222
Fax



0000124619

gordon.bobby@yahoo.com
(520) 876-0591

Arizona Corporation Commission
DOCKETED
APR 18 2011
DOCKETED BY

April 14, 2011

Arizona Corporation Commission
Docket Control
1200 W Washington
Phoenix, Arizona 85007-2927

Docket W-01990A-09-0572 / W-01990A-09-0573
Casa Grande West Water Co.

Dear Sirs,

Please find enclosed herewith the following items for submission:

- ADEQ Water Compliance Report dated April 5, 2011
- Revised Rate Schedule (Original contained a typographical error)
- ADEQ Consent Order
- ADEQ Amendment to Consent Order
- ADEQ Approval to Construct

Thank you,

Jere Hansen

RECEIVED
2011 APR 18 P 12:29
AZ CORP COMMISSION
DOCKET CONTROL

CASA GRANDE WEST WATER COMPANY

117 E. Second Street
Casa Grande, AZ 85122
gordon.bobby@yahoo.com

(520) 836-0267

W-01990A-09-0572
W-01990A-09-0573

Compliance Status Report For January/February/March

April 5th, 2011

Since the last status report from Casa Grande West, the company has received approval from WIFA to borrow \$259,000 for the purposes of Arsenic remediation, infrastructure improvements and additional storage capacity. Today, the final signatures were submitted to WIFA so the loan would officially close. On March 25th, 2011 CGWWC submitted the draft copy of the loan documentation for closing. NCS was also contacted in regards to getting under contract with IES systems, a dealer for Arsenic remediation systems to begin construction on treatment vessels. As of today, no contract has been made. The hindrance at this point is paying the upfront cost to fabricate the tanks to the manufacturer. I am optimistic that these details will be worked out over the next few weeks so that the vessels will arrive on time.

First Quarter Arsenic results came back at 34 PPB. As before, CGWWC continues to make available alternative drinking water via a water vending machine at the company's North storage site. The company continues to provide tokens to its customers twice a week free of charge for vending purposes. The vending machine samples themselves continue to come back well under 10 PPB.

CGWWC has implemented rate increases to its customers starting January 1st 2011 at a tiered structure in accordance with the recommendations set forth by the Arizona Corporation Commission. As stated in the previous compliance status report, proposed projects include a new 100,000 gallon storage tank, a new 1500 to 3000 gallon hydro-pneumatic tank, two 2 inch booster pumps as well as upgrades to both well site electrical systems. These upgrades will bring them up to code and provide for more efficient power usage. As of now, the focus continues to move forward with the plans of installing arsenic removal equipment which is the basis for the rate increase. The company expects loan monies to be distributed around April or May of 2011 to approved contractors.

CGWWC also signed an extension document provided by ADEQ outlining a new deadline of June 30th. It is the intent of CGWWC at this point to meet this deadline.

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Meanwhile, the company will be issuing 1st Quarter Public Notices to its customers regarding arsenic exceedance next week. A copy of that notice is being provided with this status report. Since the replacement of the company's equipment at the South well site last November, the company has seen a dramatic decrease in power usage and the new pump and motor continue to perform well.

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Meter Size	Minimum Charge
5/8x3/4"	\$12.00
3/4"	18.00
1"	30.00
1 1/2"	60.00
2"	96.00
3"	192.00
4"	300.00
5"	450.00
6"	600.00

Commodity Rates

Tier One Rate (0 - 4,000 gallons) \$2.52
Tier Two Rate (4,001 - 9,000 gallons) 2.92
Tier Three Rate (Over 9,000 gallons) 3.32
Standpipe (Per 1,000 gallons)

Service Charges

Establishment	\$25.00
Establishment after hours	40.00
Reconnection (Delinquent)	40.00
Reconnection (Delinquent) after hours	50.00
Meter Test (If correct)	40.00
NSF Check	25.00
Meter Re-Read (If correct)	25.00
Deposit	*
Deposit interest	**
Re-Establishment (Within 12 months)	***
Deferred Payment	****
Late Payment Charge	*****

* Per Commission Rule A.A.C. R14-2-403(B)(7)

** Per Commission Rule A.A.C. R14-2-403(B)(3)

*** Months off system times the monthly minimum A.A.C. R14-2-403(D)

**** 1.5% of unpaid monthly balance

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Service Line and Meter Installation Charges

<u>Meter Size</u>	<u>Service Line</u>	<u>Meter</u>	<u>Total</u>
5/8x3/4"	\$ 331.00	\$ 84.00	\$ 415.00
3/4 "	331.00	84.00	438.00
1"	340.00	125.00	465.00
1 1/2"	360.00	160.00	520.00
2" Turbo	400.00	400.00	800.00
2" Compound	Actual Cost	Actual Cost	Actual Cost
3" Turbo	Actual Cost	Actual Cost	Actual Cost
3" Compound	Actual Cost	Actual Cost	Actual Cost
4" Turbo	Actual Cost	Actual Cost	Actual Cost
4" Compound	Actual Cost	Actual Cost	Actual Cost
6" Turbo	Actual Cost	Actual Cost	Actual Cost
6" Compound	Actual Cost	Actual Cost	Actual Cost
Over 6 "	Actual Cost	Actual Cost	Actual Cost

Estimated Surcharge on arsenic abatement plant

<u>Meter Size</u>	<u>Amount</u>
5/8x3/4"	\$ 2.06
3/4"	3.10
1	5.16
1 1/2"	10.32
2"	16.51
3"	33.02
4"	51.60
6"	103.20

W-01990A-09-0573
W-01990A-09-0572



BEFORE THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of:

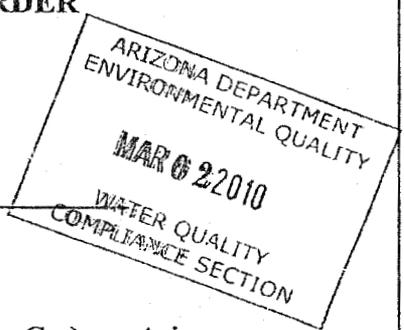
CONSENT ORDER

Casa Grande West Water Company, Inc.,
located at 117 E. 2nd St., Casa Grande, Pinal
County, Arizona 85122

Public Water System Number 11-024

Docket No.

DW-17-10



To: Casa Grande West Water Company, Inc. (Casa Grande West Water Co.), an Arizona
corporation, in its capacity as owner and operator of Casa Grande West Water Co, located at 117 E. 2nd
St., Casa Grande, Pinal County, Arizona 85122.

RECITALS

Casa Grande West Water Co. acknowledges that no promise of any kind or nature whatsoever
was made to induce it to enter into this Consent Order, and Casa Grande West Water Co. has done so
voluntarily.

Casa Grande West Water Co. acknowledges that by entering into this Consent Order, it does
not resolve any liability it may have for civil penalties for violations of any State or Federal
environmental law.

By entering into this Consent Order, Casa Grande West Water Co. does not admit to any civil
or criminal liability, or waive any right including but not limited to the assertion of any defense
available to Casa Grande West Water Co. under applicable law. Further, Casa Grande West Water Co.
does not admit, and both the Arizona Department of Environmental Quality (ADEQ) and Casa Grande
West Water Co. retain the right to controvert in any subsequent proceeding except proceeding to
implement or enforce this Consent Order, the validity of any Findings of Fact or Conclusions of Law
contained in this Consent Order.

Initials

1 The undersigned representative of Casa Grande West Water Co. certifies that he is fully
2 authorized to execute this Consent Order on behalf of Casa Grande and to legally bind Casa Grande
3 West Water Co. to this Consent Order.

4 Casa Grande West Water Co. admits to the jurisdiction of the Director of ADEQ.

5 Except as to the right to controvert the validity of any Findings of Fact or Conclusion of Law
6 contained in this Consent Order in a proceeding other than to enforce this Consent Order, Casa Grande
7 West Water Co. consents to the terms and entry of this Consent Order and agrees not to contest the
8 validity or terms of this Consent Order in any subsequent proceeding.

9 **THEREFORE, IT IS HEREBY ORDERED** as follows:

10 **I. JURISDICTION**

11 The Director of ADEQ has jurisdiction over the subject matter of this action and is authorized
12 to issue this Consent Order pursuant to the Arizona Revised Statutes (A.R.S.) §§ 49-354 and 41-
13 1092.07(F)(5).

14 **II. FINDINGS**

15 **THE DIRECTOR HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND**
16 **CONCLUSIONS OF LAW:**

17 **A. Findings of Fact**

18 1. Casa Grande West Water Company, Inc. owns and/or operates Casa Grande
19 Water Co, located approximately five (5) miles West of Casa Grande proper, Pinal County, Arizona
20 85122.

21 2. Casa Grande West Water Co. is a community water system serving a population
22 of approximately 834 with 300 water connections, two (2) wells, two (2) Entry Points to the
23 Distribution System (EPDS), a liquid chlorinator, three (3) storage tanks, a hydro-pneumatic pressure
24 tank, booster pumps and a distribution system. ADEQ has assigned this water system Public Water
25 System (PWS) #11-024.

1 3. Analytical results submitted by Casa Grande West Water Co. to ADEQ for PWS
2 #11-024 from a sample taken at EPDS #001 on October 28, 2009 indicated an arsenic level of 0.019
3 mg/l, a sample taken at EPDS #001 on August 12, 2009 indicated an arsenic level of 0.026 mg/l, a
4 sample taken at EPDS #001 on June 11, 2009 indicated an arsenic level of 0.019 mg/l, a sample taken
5 at EPDS #001 on January 12, 2009 indicated an arsenic level of 0.022, and a sample taken at EPDS
6 #002 on August 9, 2007 indicated an arsenic level of 0.019 mg/l.

7 4. ADEQ has not received quarterly analytical results for arsenic monitoring at
8 EPDS #002 since August 2007.

9 5. ADEQ does not have a record of a Public Notice issued to customers of
10 PWS #11-024 for failure to monitor for arsenic at EPDS #002 since receiving notification of an arsenic
11 exceedance in August 2007.

12 B. Conclusions of Law

13 1. Casa Grande West Water Co. is a public water system as defined in A.R.S. § 49-
14 352(B) and 40 C.F.R. § 141.2 (incorporated by reference at A.A.C. R18-4-103).

15 2. Casa Grande West Water Co. is a community water system as defined in 40
16 C.F.R. § 141.2 (incorporated by reference at A.A.C. R18-4-103).

17 3. Casa Grande West Water Co., Inc., as owner and operator of Casa Grande Water
18 Co, is a supplier of water as defined in 40 C.F.R. § 142.2 (incorporated by reference as A.A.C. R18-4-
19 103).

20 4. The Maximum Contaminant Level (MCL) as defined in 40 CFR § 141.2
21 (incorporated by reference as A.A.C. R18-4-103) means the maximum permissible level of a
22 contaminant in water which is delivered to any user of a public water system. The MCL for arsenic is
23 0.010 mg/l as established in 40 CFR § 141.62(b)(16) (incorporated by reference as A.A.C. R18-4-109).

24 5. By distributing water in excess of the MCL for arsenic, Casa Grande West
25 Water Co. violated 40 C.F.R. § 141.62(b) (incorporated by reference as A.A.C. R18-4-109).

1 deficiencies noted by ADEQ within the time prescribed by ADEQ.

2 D. Within one hundred eighty (180) days after ADEQ issues the ATC, Casa Grande West
3 Water Co. shall complete construction of the approved treatment system and submit an
4 administratively complete application for an Approval of Construction (AOC) for the treatment system
5 described in Section III (B) of this Order.

6 E. Within ten (10) calendar days of the effective date of this Order, Casa Grande West
7 Water Co. shall submit to ADEQ a written plan to provide an alternative source of drinking water to
8 the customers of Casa Grande West Water Co. prior to the implementation of a BAT. The plan may
9 include the use of bottled water, or other methods approved by ADEQ to avoid an unreasonable risk to
10 public health.

11 F. Within ten (10) calendar days of ADEQ approval of Casa Grand's plan described in
12 Section III (E) of this Order, Casa Grande Water Co. shall implement the approved plan until such
13 time as ADEQ determines in writing that the provision of an alternate source of drinking water is no
14 longer necessary to avoid an unreasonable risk to public health.

15 G. Within five (5) calendar days after the treatment system in Section III(C) is installed,
16 Casa Grande West Water Co. shall collect an initial sample, and then continue to conduct quarterly
17 monitoring for arsenic, and submit results to ADEQ within five (5) days of receiving results, pursuant
18 to this Order until the arsenic sample results show that the running annual average is below 0.010 mg/l,
19 in accordance with 40 C.F.R. § 141.23(i)(1) (incorporated by reference at A.A.C. R18-4-105).

20 **IV. STATUS REPORTS**

21 A. Casa Grande West Water Co. agrees to submit a written status report to ADEQ every
22 thirty (30) calendar days beginning thirty (30) days from the effective date of this Consent Order, until
23 termination of this Consent Order. Each written status report shall describe what measures have been
24 taken under Section III, of this Consent Order, and shall certify when compliance with the
25 requirements of Section III of this Order has been achieved. Each report shall be accompanied by

1 evidence of compliance including, as appropriate, submittal of documents, analytical results,
2 photographs or copies of any other supporting information that Casa Grande West Water Co. deems
3 necessary.

4 B. ADEQ will review the status reports and relay any disputes in writing to Casa Grande
5 West Water Co. Casa Grande West Water Co. shall incorporate all required modifications, changes or
6 other alterations, as requested by ADEQ, within a reasonable time specified by ADEQ.

7 **V. VIOLATIONS OF ORDER/STIPULATED PENALTIES**

8 A. ADEQ and Casa Grande agree that if Casa Grande West Water Co. violates the terms
9 of this Consent Order and exceeds the MCL, or other arsenic related rules, ADEQ in its sole discretion,
10 but subject to A.R.S. § 49-354, will have the option of either collecting stipulated civil administrative
11 penalties pursuant to this Section, or pursuing civil penalties.

12 B. Notwithstanding the foregoing, Casa Grande West Water Co. shall be entitled to
13 exercise the right to respond to any claimed violation by ADEQ and provide evidence to ADEQ that it
14 is in compliance and that said violation does not exist. If ADEQ determines after reviewing such
15 evidence that there is no violation of applicable laws, no stipulated administrative penalties shall be
16 collected.

17 C. If ADEQ elects to collect stipulated administrative penalties, Casa Grande West Water
18 Co. agrees to pay a penalty of \$100.00 per day per violation, up to \$1,000.00 per violation.

19 D. Except as otherwise provided herein, stipulated penalties shall begin to accrue on the
20 day that performance is due or that a violation of this Consent Order occurs and shall continue to
21 accrue until correction of the act of noncompliance is completed. Neither issuance by ADEQ nor
22 receipt by Casa Grande West Water Co. of a Notice of Violation of the terms and conditions of this
23 Consent Order are conditions precedent to the accrual of stipulated penalties.

Initials 

1 E. The payment of stipulated penalties shall not relieve Casa Grande West Water Co. from
2 compliance with the terms and conditions of this Consent Order or Federal or State laws, nor limit the
3 authority of the State to require compliance with the Consent Order or State law.

4 **VI. COMPLIANCE WITH OTHER LAWS**

5 A. This Consent Order does not encompass issues regarding releases, contamination,
6 sources, operations, facilities or a process not expressly covered by the terms of this Consent Order,
7 and is without prejudice to the rights of the State of Arizona or Casa Grande West Water Co., arising
8 under any federal or Arizona environmental statutes and rules with regard to such issues.

9 B. Nothing in this Consent Order shall constitute a permit of any kind, or a modification of
10 any permit of any kind, or an agreement to issue a permit of any kind under federal, state or local law,
11 or relieve Casa Grande West Water Co. in any manner of its obligation to apply for, obtain, and
12 comply with all applicable permits. Nothing in this Consent Order shall in any way alter, modify or
13 revoke federal, state, or local law, or relieve Casa Grande West Water Co. in any manner of its
14 obligation to comply with such laws. Compliance with the terms of this Consent Order shall not be a
15 defense to any action to enforce any such permits or laws.

16 **VII. FORCE MAJEURE**

17 A. Casa Grande West Water Co. shall perform all the requirements of this Consent Order
18 according to the time limits set forth herein, unless performance is prevented or delayed by events
19 which constitute a *force majeure*. *Force majeure*, for the purposes of this Consent Order, is defined as
20 any event, arising from causes beyond the control of Casa Grande West Water Co. or its authorized
21 representatives which delays or prevents the performance of any obligation under this Consent Order
22 and which could not have been overcome or prevented by Casa Grande West Water Co. The financial
23 inability of Casa Grande West Water Co. to comply with the terms of this Consent Order shall not
24 constitute a *force majeure*.

1 B. In the event of a *force majeure*, the time for performance of the activity affected by the
2 *force majeure* shall be determined by ADEQ and extended for a period no longer than the delay caused
3 by the *force majeure*. The time for performance of any activity dependent on the delayed activity shall
4 be similarly extended. In the event of a *force majeure*, Casa Grande West Water Co. shall notify
5 ADEQ in writing within five (5) calendar days after Casa Grande West Water Co. or its agents become
6 aware of the occurrence. The written notice provided to ADEQ shall describe in detail the event, the
7 anticipated delay, the measures taken and to be taken by Casa Grande West Water Co. to prevent or
8 minimize delay, and a proposed timetable under which those measures will be implemented. Casa
9 Grande West Water Co. shall take all reasonable measures to prevent or minimize any delay caused by
10 the *force majeure*. Failure of Casa Grande West Water Co. to comply with any requirements of this
11 paragraph for a particular event shall preclude Casa Grande West Water Co. from asserting any claim
12 of *force majeure* for that event.

13 **VIII. SITE ACCESS**

14 ADEQ may at any time, upon presentation of credentials to authorized personnel on duty, enter
15 upon the premises at the Facility for the purpose of observing and monitoring compliance with the
16 provisions of this Consent Order. This right of entry shall be in addition to, and not in limitation of or
17 substitution for, ADEQ's rights under applicable law.

18 **IX. CORRESPONDENCE**

19 All documents, materials, plans, notices, or other items submitted as a result of this Consent
20 Order shall be transmitted to the addresses specified below:

21 To ADEQ:

22 Arizona Department of Environmental Quality
23 Water Quality Division
24 Attention: Vivian Burns, Case Manager
25 1110 West Washington Street, MC 5415B-1
Phoenix, Arizona 85007-2935
Telephone: (602) 771-4608
Email: burns.vivian@azdeq.gov

1 To Casa Grande:

2 Chris Little, President
3 Casa Grande West Water Co., Inc.
4 177 Lyon Ave.
5 Sanger, CA 93657

6 Submission to ADEQ as a result of this Consent Order shall be deemed submitted upon receipt.

7 **X. RESERVATION OF RIGHTS**

8 A. This Consent Order is based solely upon currently available information. If additional
9 information is discovered, which indicates that the actions taken under this Consent Order are or will
10 be inadequate to protect human health, safety, or the environment, or to conform with applicable
11 federal or state laws, ADEQ shall have the right to require further action.

12 B. ADEQ shall have the right: to pursue civil penalties for violations of any and all
13 violations of A.R.S. Title 49, or the rules promulgated thereunder; to disapprove of work performed by
14 Casa Grande that fails to comply with this Consent Order; to take enforcement action for any and all
15 violations of this Consent Order; and to take enforcement action for any and all violations of A.R.S.
16 Title 49, or the rules promulgated thereunder, occurring after the entry of this Consent Order.

17 **XI. SEVERABILITY**

18 The provisions of this Consent Order are severable. If any provision of this Consent Order is
19 declared by a court of law to be invalid or unenforceable, all other provisions of this Consent Order
20 shall remain in full force and effect.

21 **XII. MODIFICATIONS**

22 Any modifications of this Consent Order shall be in writing and must be approved by both Casa
23 Grande and ADEQ.
24
25

1 **XIII. EFFECTIVE DATE**

2 The effective date of this Consent Order shall be the date this Consent Order is signed by
3 ADEQ and Casa Grande West Water Co. If such signatures occur on different dates, the later date shall
4 be the effective date of this Consent Order.

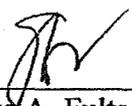
5 **XIV. PARTIES BOUND**

6 No change in ownership, corporate status, or partnership status relating to the subject of this
7 Consent Order will in any way alter the responsibilities of Casa Grande West Water Co. under this
8 Consent Order. Casa Grande West Water Co. will be responsible, and will remain responsible, for
9 carrying out all activities required under this Consent Order.

10 **XV. TERMINATION**

11 The provisions of this Consent Order shall be deemed satisfied and this Consent Order shall be
12 terminated upon receipt of written notification from ADEQ that Casa Grande West Water Co. has
13 demonstrated, to the satisfaction of ADEQ, that all of the terms of this Consent Order have been
14 completed. Any denial of a request for termination from Casa Grande West Water Co. will be in
15 writing and describe which terms of the Consent Order have not been completed to the satisfaction of
16 ADEQ. ADEQ reserves the right to terminate this Consent Order unilaterally at any time for any
17 reason. Any termination will include a written explanation of the reason(s) for termination.

18
19 ISSUED this 2nd day of March, 2018.

20 
21 _____
22 Mike A. Fulton, Director
23 Water Quality Division
24 Arizona Department of Environmental Quality
25

CONSENT TO ORDER

The undersigned, on behalf of Casa Grande West Water Co., hereby acknowledges that he has read the foregoing Consent Order in its entirety, agrees with the statements made therein, consents to its entry and issuance by the Arizona Department of Environmental Quality, agrees that Casa Grande West Water Co. will abide by the same and waive any right to appeal therefrom.

DATED this 28 day of February, 2010.

CASA GRANDE WEST WATER COMPANY, INC.

By: 
Chris Little, President

1 ORIGINAL of the foregoing Consent Order was sent certified mail, return receipt requested, this 3
day of March, 20 10, to:

2
3 Chris Little, President
Casa Grande West Water Co., Inc.
4 177 Lyon Ave.
Sanger, CA 93657

5
6 COPY of the foregoing Consent Order was sent certified mail, return receipt requested, this 3 day of
March, 20 10, to:

7 Thomas McCarville, Statutory Agent
Casa Grande West Water Co., Inc.
8 501 N. Florence St.
Casa Grande, AZ 85222

Bobby Gordon, Manager/Certified Operator
Casa Grande West Water Co., Inc.
117 E. 2nd St.
Casa Grande, AZ 85122

9
10 COPY of the foregoing Consent Order was filed this 3 day of March, 20 10, with:
Arizona Department of Environmental Quality
11 Office of Administrative Counsel
Attention: Judith Fought, Hearing Administrator
12 1110 West Washington Street
Phoenix, Arizona 85007-2935

13
14 COPIES of the foregoing Consent Order were sent by regular/interdepartmental mail, this 3 day of
March, 20 10, to the following:

15 Cynthia Campbell, ADEQ Section Manager Water Quality Compliance Section
Vivian Burns, ADEQ Case Manager Water Quality Enforcement Unit
16 Vivian Adams, ADEQ Drinking Water Section
John Gibbons, ADEQ Manager Field Services

17
18 Pinal County Environmental Health Department
R.E. Glos, Director
19 P.O. Box 2517
Florence, AZ 85232

20
21 Steve Olea
Utilities Division
Arizona Corporation Commission
22 1200 W. Washington St.
Phoenix, AZ 85007-2996

23
24 Patrick Chan EES-WTR-6
USEPA Region IX
75 Hawthorne Street
25 San Francisco, California 94105

1 ORIGINAL of the foregoing Amendment to Consent Order DW-17-10 was sent certified mail, return
2 receipt requested, this 16th day of March, 2011, to:

3 Chris Little, President
4 Casa Grande West Water Co., Inc.
5 177 Lyon Ave.
6 Sanger, CA 93657

7 COPY of the foregoing Amendment to Consent Order Dw-17-10 was sent certified mail, return receipt
8 requested, this 16th day of March, 2011, to:

9 Thomas McCarville, Statutory Agent
10 Casa Grande West Water Co., Inc.
11 501 N. Florence St.
12 Casa Grande, AZ 85222

Bobby Gordon, Manager/Certified Operator
Casa Grande West Water Co., Inc.
117 E. 2nd St.
Casa Grande, AZ 85122

13 COPY of the foregoing Amendment to Consent Order Dw-17-10 was filed this 16th day of
14 March, 2011, with:

15 Arizona Department of Environmental Quality
16 Office of Administrative Counsel
17 Attention: Hearing Administrator
18 1110 West Washington Street
19 Phoenix, Arizona 85007-2935

20 COPIES of the foregoing Amendment to Consent Order Dw-17-10 were sent by
21 regular/interdepartmental mail, this 16th day of March, 2011, to the following:

22 Cynthia Campbell, ADEQ Section Manager Water Quality Compliance Section
23 Vivian Burns, ADEQ Case Manager Water Quality Enforcement Unit
24 Vivian Adams, ADEQ Drinking Water Section

25 Pinal County Environmental Health Department
R.E. Glos, Director
P.O. Box 2517
Florence, AZ 85232

Steve Olea
Utilities Division
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007-2996

Patrick Chan EES-WTR-6
USEPA Region IX
75 Hawthorne Street
San Francisco, California 94105



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF APPROVAL TO CONSTRUCT
WATER FACILITIES

W-01990A-09-0572
W-01990A-09-0573

Page 1 Of 2

ADEQ File No: 20100088	LTF No: 52504
System Name: Casa Grande West Water Co	System Number: 11-024
Project Owner: Bobby Gordon	
Address: 117 E 2nd Street, Casa Grande, AZ 85122	
Project Location: Casa Grande	County: Pinal
Description: INSTALLATION OF ARSENIC TREATMENT SYSTEM TO SERVICE CASA GRANDE WEST WATER COMPANY. SYSTEM TO TREAT 150 GPM WATER FROM WELL #2 WITH AN ARSENIC CONCENTRAION BETWEEN 16 AND 19 PPB TO UNDER 10 PPB.	

Approval to construct the above-described facilities as represented in the approved documents on file with the Arizona Department of Environmental Quality is hereby given subject to provisions 1 through 5 continued on page 2 through 2

1. This project must be constructed in accordance with all applicable laws, including Title 49, Chapter 2, Article 9 of the Arizona Revised Statutes and Title 18, Chapter 5, Article 5 of the Arizona Administrative Code.
2. Upon completion of construction, the engineer shall fill out the Engineer's Certificate of Completion and forward it to the Central Regional Office located in Phoenix. If all requirements have been completed, that unit will issue a Certificate of Approval of Construction. R18-5-507(B), Ariz. Admin. Code. At the project owner's request, the Department may conduct the final inspection required pursuant to R18-5-507(B); such a request must be made in writing in accordance with the time requirements of R18-5-507(C), Ariz. Admin. Code.
3. This certificate will be void if construction has not started within one year after the Certificate of Approval to Construct is issued, there is a halt in construction of more than one year, or construction is not completed within three years of the approval date. Upon receipt of a written request for an extension of time, the Department may grant an extension of time; an extension of time must be in writing. R18-5-505(E), Ariz. Admin. Code.
4. Operation of a newly constructed facility shall not begin until a Certificate of Approval of Construction has been issued by the Department. R18-5-507(A), Ariz. Admin. Code.

Reviewed by: DB11

By: Janak K. Desai 6/9/2010
Janak K. Desai, P.E. Unit Manager / Date
Engineering Review Section
Water Quality Division

cc: File No: 20100088
Regional Office: Central
Owner: Bobby Gordon
County Health Department: Pinal
Engineer: Narasimhan Consulting Svc
Planning and Zoning/Az Corp. Commission
Engineering Review Database - Etr021



N A R A S I M H A N C O N S U L T I N G S E R V I C E S , I N C

E N G I N E E R I N G

July 13, 2010

Ms. Vivian Burns
Arizona Department of Environmental Quality
Engineering Review Unit, Water Quality Division
1110 W Washington Street
Phoenix, AZ 85007

Re: Casa Grande West Water Company (CGWC), PWS # 04-11-024, Arsenic Treatment Facility
Project Updates.

Dear Ms. Burns:

This letter is to provide you updates on the arsenic treatment facility (ATF) project at CGWC. Following progress has been made so far:

1. An alternative source of water supply plan was submitted to Arizona Department of Environmental Quality (ADEQ) on 3/26/10 and was implemented at the same time.
2. ATF construction drawings were submitted to ADEQ on 4/29/10. An Approval to Construct (ATC) letter was issued by ADEQ on 6/9/10.
3. CGWC has been collecting arsenic compliance samples per the Compliance Schedule.
4. CGWC has been providing public notice to its customers per the Compliance Schedule.
5. At present, CGWC is collecting quotes from various vendors for the equipment and piping required for the construction of the ATF.

An updated schedule showing the progress of project is attached. A copy of approved ATC is also attached.

We will further update you on the project progress. Please call me at (602) 629-0206 if you have any questions or need any additional information.

Sincerely,

Ramesh Narasimhan, P.E.
President

07/13/10