

## TARIFF SCHEDULE

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### **ARIZONA WATER COMPANY**

Filed by: William M. Garfield  
Title: President  
Date of Original Filing:  
System(s): Coolidge Airport

A.C.C. No. 561  
Cancelling A.C.C. No. 560  
Tariff or Schedule No. POU-289  
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## POINT-OF-USE TREATMENT DEVICE TARIFF

### **I. Purpose and Applicability**

(A) **Purpose**: The purpose of this tariff is to enable Arizona Water Company ("Company") to comply with the Arizona Department of Environmental Quality's ("ADEQ") requirements for Point-of-Use ("POU") treatment. The Company will install, maintain, and test POU treatment devices pursuant to the provisions of Arizona Administrative Code ("A.A.C.") R18-4-218<sup>1</sup> and ADEQ's Arizona Point-of-Use Compliance Program Guidance ("POU Guidance"). A POU treatment device treats only the water intended for direct consumption and is typically installed at a single tap on the customer's premises, such as a kitchen sink or drinking fountain.

(B) **Applicability**: This POU Treatment Device Tariff applies to customers in the systems listed above, where ADEQ has approved POU treatment to comply with Safe Drinking Water Act requirements.

### **II. Requirements**

The Rules of the Arizona Corporation Commission ("Commission") and ADEQ, including A.A.C. R14-2-407, R14-2-410, R18-4-218, POU Guidance, and the terms of this tariff govern the installation and use of POU treatment devices:

1. Upon written notice from the Company, a customer must permit the Company to install one or more POU treatment devices and related equipment and facilities (collectively the "POU treatment devices"), as ADEQ and the Company deems necessary, on the customer's property or leasehold. The Company will give the customer forty-five (45) days from the date it sends written notice to the customer to permit the Company to install the POU treatment devices. If A.A.C. R14-2-410.B.1 is not applicable and the customer can show good cause why the customer cannot permit the Company to install the POU treatment devices within forty-five (45) days, the Company may allow the customer an additional forty-five (45) days to have the POU treatment devices installed.

2. The Company will purchase, install, and maintain the POU treatment devices pursuant to A.A.C. R18-4-218.B4.

3. Subject to the provisions of the A.A.C., including R18-4-218, and the POU

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<sup>1</sup> Formerly Arizona Administrative Code R18-4-222.

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Guidance, the installation and maintenance of the POU treatment device and the customer's compliance with this tariff are conditions of service.

4. The Company will arrange to install the POU treatment devices at a time convenient to the customer and the Company.

5. All POU treatment devices will be solely the Company's property. The customer may not perform any work on, maintain, alter, or interfere with the POU treatment devices in any way, except that the customer may turn off the flow of water to the POU treatment device to prevent damage to the customer's property.

6. Within 30 days of receiving notice, the customer must permit the Company or its agents to enter the customer's property or leasehold to maintain any POU treatment devices in good working order, including, but not limited to, periodic replacement of filters, water sampling, maintenance, and replacement of the POU treatment devices.

7. Subject to the provisions of A.A.C. R14-2-407 and R14-2-410, and in accordance with the terms of this tariff and the Company's tariff TC-243, the Company may terminate service or deny service to a customer who fails to comply with the terms and conditions of this tariff.

8. The Company will test the POU treatment devices in conformance with the requirements of A.A.C. R18-4-218 and the POU Guidance.

9. Consistent with the provisions of A.A.C. R14-2-407.B.2 and 3, each customer must safeguard the POU treatment devices installed on the customer's premises. Each customer must exercise all reasonable care to prevent loss or damage to the POU treatment devices, excluding ordinary wear and tear. The customer will be responsible for loss of or damage to the POU treatment devices on the customer's premises arising from neglect, carelessness, or misuse and in such cases the customer will reimburse the Company for the cost of necessary repairs or replacements.

10. Pursuant to A.A.C. R14-2-407.B.5, each customer must notify the Company within 72 hours of any failure or damage the customer identifies in any Company POU treatment device.

11. Special installation of any fixtures for direct consumption (such as routing treated water to ice makers or additional faucets) must be performed by the Company.

12. Prior to installation of the POU treatment devices, the Customer must provide to the Company its preferred method(s) of contact: by telephone, by United States mail, or by email. Customer must notify the Company of any changes to contact information within 30 days of the change.

13. The Company shall mail the Tariff to all Customers with all accompanied rules and regulations, post the Tariff on the Company website and also have copies available at the Company offices.