UTILITY: STARLIGHT WATER COMPANY, INC.

DOCKET NO: W-02848A-02-0449

DECISION NO. 65754 EFFECTIVE: APRIL 1, 2003 ORIGINAL

		SERVICE LINE & METER	
MONTHLY SERVICE CHARGE		INSTALLATION CHARGE	S ****
5/8" X 3/4" METER	\$33.70	5/8 X 3/4 INCH METER	\$500.00
3/4" METER	\$33.70	3/4 INCH METER	\$575.00
1" METER	\$52.00	1 INCH METER	\$660.00
1 <b>1/2" METER</b>	\$101.00	1 1/2 INCH METER	\$900.00
2" TURBO OR COMPOUND	\$165.00	2 INCH METER-TURBO	\$1,525.00
3" TURBO OR COMPOUND	\$330.00	2 INCH COMPOUND	\$2,220.00
4" TURBO OR COMPOUND	\$515.00	3 INCH METER-TURBO	\$2,165.00
6" TURBO OR COMPOUND	\$1,035.00	3 INCH COMPOUND	\$2,960.00
		4 INCH METER-TURBO	\$3,360.00
		4 INCH COMPOUND	\$4,265.00
		6 INCH METER-TURBO	\$6,035.00
		6 INCH COMPOUND	\$7.750.00

COMMODITY CHARGE - PER 1,000 GALLONS FROM 1 TO 4,000 GALLONS \$3.50 FROM 4,001 TO 10,000 GALLONS \$5.00 FROM 10,001 TO 50,000 GALLONS \$8.00 FROM 50,001 AND ABOVE GALLONS \$10.00 STANDPIPE 2" METERED HYDRANT CHARGE

MONTHLY USAGE CHARGE \$165.00 COMMODITY RATE PER 1,000 GALLONS \$10.00

COMMODITY RATE WHOLSALE WATER TO

OTHER WATER COMPANIES PER 1,000 GALLONS \$5,95

SERVICE CHARGES: SPRINKLERS		MONTHLY SERVICE	FOR FIRE
ESTABLISHMENT	\$55.00	4" OR SMALLER	***
ESTABLISHMENT/AFTER HOURS	\$65.00	6"	***
RECONNECTION/DELINQUENT	\$55.00	8"	***
NSF CHECK	\$15.00	10"	***
METER RE-READ/IF CORRECT	\$50.00	LARGER THAN 10"	***
METER TEST/IF CORRECT	\$15.00		
DEPOSIT	*		
DEPOSIT INTEREST (PER ANNUM)	6.00%		
RE-ESTABLISHMENT (WITHIN 12 MONTHS)	**		
LATE PAYMENT PENALTY - PER MONTH	1.50%		
DEFERRED PAYMENT (PER MONTH)	1.50%		

- PER COMMISSION RULE A.A.C. R14-2-403(B)
- \*\* MONTHS OFF THE SYSTEM TIMES THE MONTHLY MINIMUM PER R14-2-403(D)
- 1% OF MONTHLY MINIMUM FOR A COMPARABLE SIZE METER CONNECTION, BUT NO LESS THAN \$5.00 PER MONTH. THE SERVICE CHARGE FOR FIRE SPRINKLERS IS ONLY APPLICABLE FOR SERVICE LINES SEPARATE AND DISTINCT FOR THE PRIMARY WATER SERVICE LINE.
- \*\*\*\* REFUNDABLE PURSUANT TO A.A.C. R14-2-405

## **Guadalupe Ortiz**

ORIGINAL

From:

Paul Juhl <pjuhl@southwesternutility.com>

Sent:

Friday, April 26, 2013 10:16 AM

To:

Guadalupe Ortiz

**Subject:** 

Starlight Tariff

Attachments:

Tariff STL.pdf

Lupe,

Per your request, please find the attached Tariff that Starlight Water has been operating off of.

Please let me know if you have any additional questions.

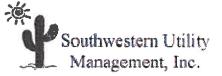
Have a great weekend!

Paul Juhl Office Manager

p: 520.624.1460 ext. 107

f: 520.792.0377

<u>pjuhl@southwesternutility.com</u> <u>www.southwesternutility.com</u>



DOCKET W-02848A-02-0449

# **TARIFF**

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

i

DOCKET W-02848A-02-0449 No.



Cancelling Sheet

## TABLE OF CONTENTS

PART ONE, STATEMENT OF CHARGES WATER SERVICE	l
I. RATES	1
A. All Classes of Service	
II. TAXES AND ASSESSMENTS	3
III. ADDITIONAL CHARGES	4
A. Establishment of Service	4
B. Re-establishment of Service. C. Reconnection of Service.	4
D. Charge for Moving Meter	5
E. Minimum Deposit RequirementF. Meter Test	
G. Meter RereadH. Charge for NSF Check	
I. Deferred Payment Finance Charge	6
K. Service Line Tariff and Meter Advance Policy	7
L. Main Extension Tariff	
IV. PERMITTED COSTS	8
PART TWO, STATEMENT OF TERMS AND CONDITIONS WATER SERVIC	E 10
I. CROSS-CONNECTION CONTROL	
1. CROSS-CONNECTION CONTROL	10

Issued March 25, 2003

Effective April 1, 2003

### ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

DOCKET W-02848A-02-0449 No.

Cancelling Sheet

A. Purpose	1.0
B. Inspections.	
C. Requirements.	10
D. Discontinuance of Service.	11
II INTERRUPTIBLE SERVICE; COMPANY'S LIABILITY LIMITATIONS	12
III CUDTAU MENT DI ANI	12

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPROVED FOR FILING

DECISION #: 45754

DOCKET W-02848A-02-0449 Sheet No.

Cancelling

## Applies to all WATER service areas

## PART ONE STATEMENT OF CHARGES WATER SERVICE

#### I. RATES

In Opinion and Order No. 65754, dated March 20, 2003, the Commission approved the following rates and charges to become effective with April, 2003 usage.

Meter Size	Usage Included in Minimum Charge	Minimum <u>Charge</u>
Inches	Gallons	Per Month
A. Residential and Commercial Service		
5/8 x 3/4" Meter	-0-	33.70
3/4" Meter	-0-	33.70
1" Meter	-0-	52.00
1 1/2" Meter	-0-	103.00 101.00
2" Turbo Meter	-0-	165.00
2" Compound Meter	-0-	165.00
3" Turbo Meter	-0-	330.00
3" Compound Meter	-0-	360.00 330.00
4" Turbo Meter	-0-	515.00
4" Compound Meter	-0-	515.00
6" Turbo Meter	-0-	1,035.00
6" Compound Meter	-0-	1,035.00

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217



Cancelling

## Applies to all WATER service areas

## PART ONE STATEMENT OF CHARGES WATER SERVICE

THE RATE FOR USE IN ADDITION TO THE MINIMUM STATED ABOVE SHALL BE THE SAME FOR ALL SIZES OF METERS. ADDITIONAL USAGE SHALL BE AS FOLLOWS:

From 1 to 4,000 Gallons	\$3.50
From 4,001 to 10,000 Gallons	\$5.00
From 10,001 to 50,000 Gallons	\$8.00
From 50,001 and above Gallons	\$10.00

## B. Standpipe and Wholesale Sales

Standpipe 2" Metered Hydrant Charge

Monthly Usage Charge	\$1	65.00
Commodity Rate per 1,000 Gallons	\$	10.00
Commodity Rate Wholesale Water Sales to Other Water Companies	\$	5.95

C. Monthly Service Charges for Fire Sprinklers

4" or Smaller	***
6"	***
8"	***
10"	***
Larger than 10"	***

\*\*\*

1% of Monthly Minimum for a Comparable Size Meter Connection, but no less than \$5.00 per month. The Service Charge for Fire Sprinklers is only applicable for service lines separate and distinct for the primary water service line.

Issued March 25, 2003

Effective April 1, 2003

#### ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPROVED FOR FILING

DECISION #: 05754

ORIGINAL

DOCKET W-02848A-02-0449 Sheet No.

Cancelling

Applies to all WATER service areas

## PART ONE STATEMENT OF CHARGES WATER SERVICE

#### II. TAXES AND ASSESSMENTS

In addition to all other rates and charges authorized herein, the Company shall collect from its customers all applicable sales, transaction, privilege, regulatory or other taxes and assessments as may apply now or in the future, per Rule R14-2-409(D)(5).

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPROVED FOR FILING

DECISION #: US754

4

DOCKET W-02848A-02-0449 Sheet No.

**ORIGINAL** 

Cancelling

## Applies to all WATER service areas

#### **PART ONE**

## STATEMENT OF CHARGES WATER SERVICE

#### III. ADDITIONAL CHARGES

A. (new o	Establishment of Service per Rule R14-2-403D sustomer charge, in addition to E, K and L below) ?	\$ 55.00
	1. If after hours	\$ 65.00
B. (same	Re-establishment of Service per Rule R14-2-403D customer, same location within 12 months)	\$ Note <sup>1</sup>
C.	Reconnection of Service per Rule R14-2-403D	\$ 55.00

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

<sup>&</sup>lt;sup>1</sup> Number of months off system times the monthly minimum.



Cancelling

## Applies to all WATER service areas

#### **PART ONE**

## STATEMENT OF CHARGES WATER SERVICE

D. Charge for moving meter at customer request per Rule R14-2-405B

Cost<sup>2</sup>

E. Minimum Deposit Requirement per Rule R14-2-403B

1. Residential customer

(2 times estimated average

monthly bill)

2. Non residential customer

(2-1/2 times estimated maximum monthly bill)

3. Deposit Interest

6.0%

F. Meter test per Rule R14-2-408F (If correct)

\$ 15.00

G. Meter Reread per Rule R14-2-408C

\$ 50.00

H. Charge for NSF Check per Rule R14-2-409F

\$ 15.00

Issued March 25, 2003

Effective April 1, 2003

#### ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

<sup>&</sup>lt;sup>2</sup> See Sheet No. 8.



DOCKET W-02848A-02-0449 Sheet No.

Cancelling

## Applies to all WATER service areas

#### PART ONE

## STATEMENT OF CHARGES WATER SERVICE

I. Deferred Payment Finance Charge, per month

1.5%

J. Late Payment Charge, Per Month

Note<sup>3</sup>

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

<sup>&</sup>lt;sup>3</sup> Bills for utility services are due and payable when rendered. Any payment not received within fifteen (15) days from the date the bill was rendered shall be considered delinquent and subject to the termination policy set forth in the Company's rate tariff. All late payment penalties shall be billed on the customer's next regularly scheduled billing. If the customer fails to pay the late payment penalty by the due date on the next billing, the customer will receive a ten (10) day termination notice. If the customer does not pay the late payment penalty by that date the service will be terminated. Service shall be terminated only for that service for which the customer is delinquent or is in violation. All customers whose service is terminated for failure to pay the late payment penalty are subject to the Company's reconnection charges set forth in the Company's tariff.



DOCKET W-02848A-02-0449 Sheet No.

5/0 0/4W3.5

Cancelling

## Applies to all WATER service areas

### **PART ONE**

## STATEMENT OF CHARGES WATER SERVICE

K. Service Line Tariff and Meter Advance Policy, Refundable per Rule R14-2-405B:

5/8 x 3/4" Meter	500.00
3/4" Meter	575.00
1" Meter	660.00
1 1/2" Meter	900.00
2" Turbo Meter	1,525.00
2" Compound Meter	2,220.00
3" Turbo Meter	2,165.00
3" Compound Meter	2,960.00
4" Turbo Meter	3,360.00
4" Compound Meter	4,265.00
6" Turbo Meter	6,035.00
6" Compound Meter	7,750.00

L. Main Extension Tariff, per Rule R14-2-406B

Cost<sup>4</sup>

<sup>4</sup> See Sheet No. 8.

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

DOCKET W-02848A-02-0449 Sheet No.



Cancelling

## Applies to all WATER service areas

#### PART ONE

## STATEMENT OF CHARGES WATER SERVICE

#### IV. PERMITTED COSTS

- A. Costs shall be verified by invoice.
- B. For services that are provided by the Company at costs, cost shall include labor, materials, other charges incurred, and overhead not to exceed 10%. However, prior to any such service being provided, the estimated cost of such service will be provided by the Company to the customer. After review of the cost estimate, the customer will pay the amount of the estimated cost to the Company.
- C. In the event that the actual cost is less than the estimated cost, the Company will refund the excess to the customer within 30 days after completion of the provision of the service or after Company's receipt of invoices, timesheets or other related documents, whichever is later.
- D. In the event the actual cost is more than the estimated cost, the Company will bill the customer for the amount due within 30 days after completion of the provision of the service or after the Company's receipt of invoices, timesheets or other related documents, whichever is later. The amount so billed will be due and payable 30 days after the invoice date. However, if the actual cost is more than five percent (5%) greater than the total amount paid, the customer will only be required to pay five percent (5%) more than the total amount paid, unless the Company can demonstrate that the increased costs were beyond its control and could not be foreseen at the time the estimate for the total amount paid was made.

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217



DOCKET W-02848A-02-0449 Sheet No.

Cancelling

## Applies to all WATER service areas

#### PART ONE

## STATEMENT OF CHARGES WATER SERVICE

- E. At the customer's request, the Company shall make available to the customer all invoices, timesheets or related documents that support the cost for providing such service.
- F. Permitted costs shall include any State or Federal income taxes that are or may be payable by the Company as a result of any tariff or contract for water facilities under which the Customer advances or contributes funds or facilities to the Company.

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217



Cancelling

## Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

#### I. CROSS-CONNECTION CONTROL

#### A. Purpose.

To protect the public water supply in the Company's water supply in the Company's water system 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, Title 14, Chapter 2, Section 405.B.6 as adopted by the Arizona Corporation Commission, and Title 18, Chapter 4, Section 115, as adopted by the Arizona Department of Environmental Quality, as those regulations may be revised from time to time.

## B. Inspections.

The customers shall cooperate fully with the 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 customer's premises.

### C. 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. The Company may require a customer to pay for and have installed, maintain, test and repair a backflow-prevention assembly if A.A.C. R18-4-115.B or C applies.

Issued March 25, 2003

Effective April 1, 2003

#### ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

APPROVED FOR FILING DECISION #: 65754

87003.00000.217

DOCKET W-02848A-02-0449 Sheet No.



Cancelling

## Applies to all WATER service areas

#### PART TWO

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

- A backflow-prevention assembly required to be installed by the customer under this tariff shall comply with the requirements set forth in A.A.C. R18-4-115.D and E.
- The Company shall give any customer who is required to install and/or test 3. 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 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 the Arizona Corporation Commission Staff may grant additional time for this requirement.
- 4. Testing shall be in conformance with the requirements of A.A.C. R18-4-115.F. The Company shall not require an unreasonable number of tests.
- 5. 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 made by tester; and
  - e. tester's name and certificate number.

#### D. Discontinuance of Service.

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

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

> WALD FOR FILING 1810N #: 65754



Cancelling

### Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

- 1. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a. is applicable, the Company may terminate service immediately and without notice. The backflow-prevention assembly shall be installed and repaired by the customer and retested before service is restored.
- 2. In the event the backflow-prevention assembly has not been installed or fails any test and A.A.C. R14-2-410.B.1.a. is not applicable, the backflow-prevention assembly shall be installed and/or repaired by the customer and tested within fourteen (14) days of written notice by the Company. Failure to install or 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.

## II. INTERRUPTIBLE SERVICE; COMPANY'S LIABILITY LIMITATIONS

The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company will maintain a minimum water pressure of 20 p.s.i. and will not guarantee a specific gallons per minute flow rate at any public fire hydrants nor fire sprinkler service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will note be liable for any injuries or damages arising therefrom.

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217



DOCKET W-02848A-02-0449 Sheet No.

Cancelling

## Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

#### III. CURTAILMENT PLAN FOR STARLIGHT WATER COMPANY

ADEQ Public Water System Number: PWS-0306

Starlight Water Company ("Company") is authorized to curtail water service to all customers within its certificated area under the following terms and conditions:

#### Stage 1 Exists When:

Company is able to maintain water storage in the system at 100 percent of capacity and there are no known problems with its well production or water storage in the system.

<u>Restrictions</u>: Under Stage 1, Company is deemed to be operating normally and no curtailment is necessary.

Notice Requirements: Under Stage 1, no notice is necessary.

## Stage 2 Exists When:

- a. Company's water storage or well production has been less than 80 percent of capacity for at least 48 consecutive hours, and
- b. Company has identified issues such as steadily declining water table, an increased draw-down threatening pump operations, or poor water production creating a reasonable belief the Company will be unable to meet anticipated water demands on a sustained basis.

Issued March 25, 2003

Effective April 1, 2003

#### ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

APPROVED FOR FILING



Cancelling

## Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

<u>Restrictions</u>: Under Stage 2, the Company may request the customers to voluntarily employ water conservation measures to reduce water consumption by approximately 50 percent. Outside watering should be limited to essential water, dividing outside watering on some uniform basis (such as even and odd days) and eliminating outside watering on weekends and holidays.

<u>Notice Requirements</u>: Under Stage 2, the Company is required to notify customers by delivering written notice door to door at each service address, or by United States first class mail to the billing address or, at the Company's option both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

## Stage 3 Exists When:

- a. Company's total water storage or well production has been less than 50 percent of capacity for at least 24 consecutive hours, and
- b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

<u>Restrictions</u>: Under Stage 3, Company shall request the customer to voluntarily employ water conservation measures to reduce daily consumption by approximately 50 percent. All outside watering should be eliminated, except livestock, and indoor water conservation techniques should be employed whenever possible.

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754



Cancelling

## Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

## Notice Requirements:

- 1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option both. Such Notice shall notify the customers of the general nature of the problem and the need to conserve water.
- 2. Beginning with Stage 3, Company shall post at least two (2) signs showing the curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to the major subdivision served by the Company.
- 3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission at least 12 hours prior to entering stage 3.

Once Stage 3 has been reached, the Company must begin to augment the supply of water by either hauling or through an emergency interconnect with an approved water supply in an attempt to maintain the curtailment at a level no higher than stage three until a permanent solution has been implemented.

## Stage 4 Exists When:

Company's total water storage or well production has been less than 25 percent of a. capacity for at least 12 consecutive hours, and

Issued March 25, 2003

Effective April 1, 2003

#### **ISSUED BY:**

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPROVED FOR FILING

DECISION #: U5754



Cancelling

## Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

b. Company has identified issues such as a steadily declining water table, increased draw down threatening pump operations, or poor water production, creating a reasonable belief the Company will be unable to meet anticipated water demand on a sustained basis.

<u>Restrictions</u>: Under Stage 4, Company shall inform the customers of a **mandatory** restriction to employ water conservation measures to reduce daily consumption. Failure to comply will result in customer disconnection. The following uses of water shall be prohibited:

- Irrigation of outdoor lawns, trees, shrubs, or any plant life is prohibited
- Washing of any vehicle is prohibited
- ♦ The use of water for dust control or any outdoor cleaning uses is prohibited
- The use of drip or misting systems of any kind is prohibited
- The filling of any swimming pool, spas, fountains or ornamental pools is prohibited
- Restaurant patrons shall be served water only upon request
- Any other water intensive activity is prohibited

## Notice Requirements:

1. Company is required to notify customers by delivering written notice to each service address, or by United States first class mail to the billing address or, at the Company's option, both. Such notice shall notify the customers of the general nature of the problem and the need to conserve water.

Issued March 25, 2003

Effective April 1, 2003

ISSUED BY:

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPROVED FOR FILING

DECISION #: 45754



Cancelling

## Applies to all WATER service areas

#### PART TWO

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

- 2. Company shall post at least two (2) signs showing curtailment stage. Signs shall be posted at noticeable locations, like at the well sites and at the entrance to the major subdivision served by the Company.
- 3. Company shall notify the Consumer Services Section of the Utilities Division of the Corporation Commission ("Commission") at least 12 hours prior to entering stage 4.

Customers who fail to comply with cessation of outdoor use provisions will be given a written notice to end all outdoor use. Failure to comply with in two (2) working days of receipt of the notice will result in temporary loss of service until an agreement can be made to end unauthorized use of outdoor water. To restore service, the customer shall be required to pay all authorized reconnection fees.

If a customer believes he/she has been disconnected in error, the customer may contact the Commission's Consumer Services Section at 1-800-222-7000 to initiate an investigation.

Once Stage 4 has been reached, the Company must augment the supply of water by hauling or through an emergency interconnect from an approved supply or must otherwise provide emergency drinking water for its customers until permanent solution has been implemented.

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPROVED FOR FILING

DECISION #: 65754

DOCKET W-02848A-02-0449 Sheet No.



Cancelling

Applies to all WATER service areas

#### **PART TWO**

## STATEMENT OF TERMS AND CONDITIONS WATER SERVICE

### IV. RULES AND REGULATIONS

The Company has adopted the Rules and Regulations established by the Commission as the basis for its operating procedures. A.A.C. R14-2-401 through A.A.C. R14-2-411 will be controlling of Company procedures, unless specific Commission Order(s) provide otherwise.

Issued March 25, 2003

ISSUED BY:

Effective April 1, 2003

Barbara J. Studnek, Treasurer Starlight Water Company P.O. Box 85106 Tucson, Arizona 85754

87003.00000.217

APPLICABILITY:

A.C.C. - DOCKET CONTROL RECEIVED

MAR 1 1 1995

AZ CORP COMMISSION Mar 22 12 39 Phi '96

CROSSI-CONNECTION OR BACKFLOW TARIFF
DEMINE REFORE ACCEPTANCE

All customers served by Mogollon Water Co., Inc.

PURPOSE:

To protect the public water supply from the possibility of contamination caused by backflow through unprotected cross-connections by requiring installation and periodic testing of backflow-prevention assemblies pursuant to provisions of Arizona Administrative Code (A.A.C.) R14-2-405.B.6 and A.A.C. R18-4-232.

## REQUIREMENTS:

In compliance with the rules and regulations of the Arizona Corporation commission and the Arizona Department of Environmental Quality (ADEQ), specifically A.A.C. R14-2-4015.B.6 and A.A.C. R 18-4-232 relating to backflow prevention:

- Mogollon Water Co., Inc. may require a customer to pay for and install a backflow-prevention assembly if A.A.C. R18-4-232.B or C applies.
- 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. R18-4-232. D and E.
- Subject to the provisions of A.A.C. R14-2-407 and 410 and in accordance with paragraphs 1 and 7 of this tariff, Mogollon Water Co., Inc. may terminate service or deny service to a customer who fails to install a backflow-prevention assembly as required by this tariff.
- Mogollon Water Co., Inc. 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.B1.a. is not applicable, the customer shall be given thirty (30) days 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, Mogolion Water Co., Inc. or Commission Staff may suspend this requirement for a reasonable period of time.
- Testing shall be in conformance with the requirements A.A.C. R18-4-232F. Mogollon Water Co., Inc. may require the customer to pay to have the backflowprevention assembly tested as long as the Company does not require an unreasonable number of tests. Mogolion Water Co., Inc. may also require the customer to pay for repairs to a backflow-prevention assembly.

APPROVED FOR FILING IN COMPLIANCE WITH **DECISION #:** 58920

- 6. The customer shall provide Mogollon Water Co., Inc. 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
  - e. the tester's name and certificate number
- 7A. In the event the backflow-prevention assembly does not function properly or fails any test, and a hazard as contemplated under A.A.C. R14-2-410.B.1.a. exists, Mogollon Water Co., Inc. may terminate service immediately and without notice. The backflow-prevention assembly shall be repaired or replaced by the customer and retested before service is restored.
- 7B. 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 disfunction of the assembly, or failure to retest, shall be grounds for termination of water service in accordance with A.A.C. R14-2-410.