

**ORIGINAL**

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Utilities Division Director

**ARIZONA CORPORATION COMMISSION**

April 7, 2022

Jay L. Shapiro  
Shapiro Law Firm, P.C.  
1819 East Morten Avenue, Suite 280  
Phoenix, Arizona 85020

RE: NAVAJO WATER CO., INC.  
DOCKET NO. W-03511A-21-0124  
DECISION NO. 78507

*Notice of Compliance*

Dear Mr. Shapiro:

On April 1, 2022, you filed revised Statement of Charges and Terms and Conditions of Service Tariffs in compliance with the above mentioned Decision. Based upon a review by the analyst(s) assigned, attached is a stamped copy of the approved tariffs, with an effective date of April 1, 2022.

If you have questions regarding the filing of these tariffs, please contact me at (602) 542-0754.

Sincerely,

  
Guadalupe N. Ortiz  
Administrative Services Officer II  
Utilities Division

GNO:ihf

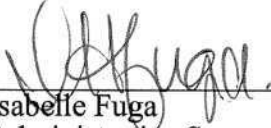
Enclosures

cc: Docket Control

On this 7th day of April, 2022, the foregoing document was filed with Docket Control as a Memo of Partial Compliance, and copies of the foregoing were mailed on behalf of the Utilities Division to the following who have not consented to email service. On this date or as soon as possible thereafter, the Commission's eDocket program will automatically email a link to the foregoing to the following who have consented to email service.

Jay Shapiro  
Shapiro Law Firm, P.C.  
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By:   
Isabelle Fuga  
Administrative Support Specialist

Applies to all service areas

## STATEMENT OF CHARGES

### I. RATES

In Decision No. 78507, dated March 24, 2022, the Commission approved the following rates and charges **effective for all service provided on and after April 1, 2022:**

#### A. Monthly Minimum Charge

<u>Meter Size</u>	<u>Minimum Charge<sup>1</sup></u>
5/8" x 3/4" Meter	\$ 38.08
3/4" Meter	57.12
1" Meter	95.20
1 1/2" Meter	190.40
2" Meter	304.64
3" Meter	571.20
4" Meter	952.00
6" Meter	1,904.00

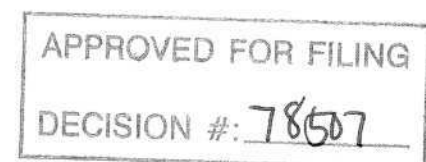
<sup>1</sup> The Commission authorized the Company to implement a Rate Case Expense Surcharge of \$1.61 per customer per month and a Water Hauling Recovery Surcharge of \$0.82 per customer per month – a combined \$2.43 per customer per month – for the first three years. After collection of the authorized amount of rate case expense of \$20,000, customers will continue to pay \$0.82 per month through the Water Hauling Recovery Surcharge, which surcharge will cease upon collection of the authorized amount of \$50,799.

Issued: April 1, 2022

Effective: April 1, 2022

ISSUED BY:

Jason Williamson  
Navajo Water Co., Inc.  
7581 E. Academy Boulevard, Suite 229  
Denver, Colorado 80230  
Decision No. 78507



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## STATEMENT OF CHARGES

### **B. Commodity Rates (per 1,000 gallons)**

<u>Meter Size</u>	<u>Consumption</u>	<u>Charge</u>
5/8" x 3/4" & 3/4" Meter – Residential	0 - 2,000 Gallons	\$6.82
	2,001 - 8,000 Gallons	9.70
	Over 8,000 Gallons	11.66
3/4" Meter – Commercial & Industrial	0 - 2,000 Gallons	6.82
	2,001 - 8,000 Gallons	9.70
	Over 8,000 Gallons	11.66
1" Meter – Residential, Commercial & Industrial	0 - 20,000 Gallons	9.70
	Over 20,000 Gallons	11.66
1 1/2" Meter – Residential, Commercial & Industrial	0 - 50,000 Gallons	9.70
	Over 50,000 Gallons	11.66
2" Meter – Residential, Commercial & Industrial	0 - 80,000 Gallons	9.70
	Over 80,000 Gallons	11.66
3" Meter – Residential, Commercial & Industrial	0 - 150,000 Gallons	9.70
	Over 150,000 Gallons	11.66
4" Meter – Residential, Commercial & Industrial	0 - 300,000 Gallons	9.70
	Over 300,000 Gallons	11.66
6" Meter – Residential, Commercial & Industrial	0 - 500,000 Gallons	9.70
	Over 500,000 Gallons	11.66

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## STATEMENT OF CHARGES

### C. Service Line and Meter Installation Charges

(Subject to refund pursuant to A.A.C. R14-2-405)

<u>Service Size</u>	<u>Service Line</u>	<u>Meter</u>	<u>Total</u>
5/8 x 3/4" Meter	\$ 415.00	\$ 216.00	\$ 631.00
3/4" Meter	415.00	230.00	645.00
1" Meter	465.00	295.00	760.00
1 1/2" Meter	520.00	525.00	1,045.00
2" Turbine Meter	800.00	1,045.00	1,845.00
2" Compound Meter	800.00	1,890.00	2,690.00
3" Turbine Meter	1,015.00	1,670.00	2,685.00
3" Compound Meter	1,015.00	2,545.00	3,560.00
4" Turbine Meter	1,430.00	2,670.00	4,100.00
4" Compound Meter	1,430.00	3,645.00	5,075.00
6" Turbine Meter	2,150.00	5,025.00	7,175.00
6" Compound Meter	2,150.00	6,920.00	9,070.00

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### D. Service Charges

<u>Service</u>	<u>Charge</u>
Establishment	\$25.00
Reconnection (Delinquent)	20.00
After Hours Service Charge	35.00
Meter Test (If Correct)	25.00
Meter Re-Read (If Correct)	25.00
NSF Check	17.50
Deposit	*
Deposit Interest (Per Year)	*
Re-establishment (Within 12 months)	**
Deferred Payment (Per Month)	1.50%
Late Payment Penalty (Per Month)	1.50% or \$3.00***

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

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

\*\*\* Whichever is greater.

In addition to the collection of regular rates, the utility will collect from its customers a proportionate share of any privilege, sales, and use tax. Per Commission Rule A.A.C. 14-2-409D(5).

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**TERMS AND CONDITIONS OF SERVICE TARIFF**

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the **Customer will be responsible for updating the Company with any changes to this email address.** Failure to do so will not excuse the Customer from timely paying the Company for utility service.
- 4.0 **Liability.**
- 4.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** 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 does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire 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 not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from

the acts or omissions of the Company, its principals, agents or employees.

- 4.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 4.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 4.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 4.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.
- 4.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 4.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

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