

ORIGINAL



0000009540

47

Arizona Corporation Commission

DOCKETED

SEP - 1 2004

DOCKETED BY	<i>CR</i>
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September 1, 2004

John F. Wyllie  
 3232 West State Avenue  
 Phoenix, AZ 85051  
 Cell: 602 881-0679  
 Fax: 602 841-1470

AZ CORP COMMISSION  
DOCUMENT CONTROL

2004 SEP - 1 P 4: 24

RECEIVED

Arizona Corporation Commission  
 1200 West Washington  
 Phoenix, AZ 85007-2996

E-01345A-03-0437

Dear Corporation Commission:

This is a follow up to my letter dated August 30, 2004. Following are sales invoices, signed agreements and job sketches for four jobs A.P.S. has completed at various times the last four years. Each job required at least 1,761 feet of power extension, and each fell well within the \$25,000 extension cap. Further, on three of the job sketches I attached, power had to turn a corner at least one time, yet the cost of the extension remained less than \$25,000. Also note that while the cap obviously has remained the same for the time period the attached jobs span, the cost of the power extension per foot has increased. The earliest sales invoice, dated May 5, 2000 listed the rate of \$5.69/foot. The most recent sales invoice, dated July 17, 2003, billed a rate of \$7.45/foot. Currently, A.P.S. charges \$8.00/foot to the consumer.

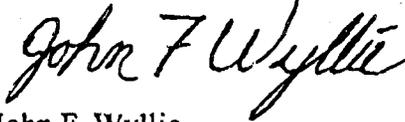
All of the completed jobs I attached are similar to the power extension requirements for Antonio Estrada's parcel (approximately 1900 feet), yet under the current costs for A.P.S. to extend power the Estrada job cost is over \$25,000. In fact, A.P.S. did not even draw plans for the extension, nor make precise measurements for it. In comparison, three of the jobs I attached dated in 2000 featured power extensions that forced power to turn at least one corner, and the \$25,000 cap was not met. The job from 2003 was billed for over 2,000 feet (2,112 feet) with the cost remaining less than \$25,000. Due to rising construction costs at A.P.S., the Estrada job cannot remain under the cap, even though the extension distance is less than 2,000 feet and only one corner needs to be negotiated. Clearly, the threshold has been crossed within the last year that makes the current spending cap glaringly too low.

If necessary, we have more verification of prior power extensions and their costs. To date, we have never failed to receive power extensions for parcels within 2,000 while remaining within the current limits. The Estrada's are not the only ones affected by the current limits. From this date how much lower will our actual extensions become in order to remain less than the 25-plus year old \$25,000 cap?

Again, I am aware of the pending rate review the Corporation Commission is conducting for Arizona Public Service. My hope is to initiate change with regards to the spending cap APS currently has in place for power extensions.

Finally, please inform me of exactly who I need to direct my correspondence with in order for my requests to be heard and properly dealt with. If I can submit any more information, or talk to anyone else that may be able to assist me, please contact me at any time. I want to effectively process these complaints, and am requesting assistance in doing so.

Thank you for your time,

A handwritten signature in cursive script that reads "John F. Wyllie". The signature is written in black ink and is positioned above the printed name.

John F. Wyllie



STA. 8104  
P.O. Box 53920  
Phoenix, Arizona 85072-3920

# SALES INVOICE

X117-02C Nov 11/97

PLEASE PRINT - USE INK

OFFICE NO. 116 SALE DATE 11/27/00 SITE I.D. 793804289 CUSTOMER NUMBER 151637 REC TYPE 8.1

LAST, FIRST, INITIAL TODD M. WYLLIE, P.C. TYPE OF ORDER  
 SALE  
 NEW INSTALLATION  
 RELOCATION  
 TEMPORARY ELECTRIC  
 OTHER

DBA OR C/O \_\_\_\_\_

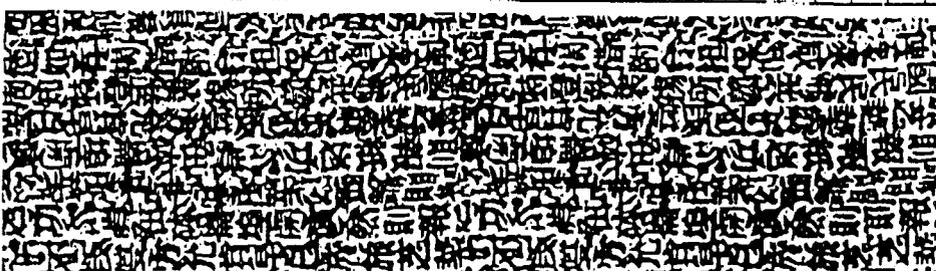
MAILING ADDRESS 3232 W. STATE AVE.

CITY PHOENIX ST AZ ZIP CODE 85051 CASH PRICE (Total Due) 5,627.41

A/C. 602 PHONE NUMBER 841-7127

DETACH AND RETURN UPPER PORTION; RETAIN LOWER PORTION FOR YOUR RECORDS

DESCRIPTION	AMOUNT
REFUNDABLE ADVANCE FOOTAGE BASIS EXTENSION. 1,989' - 1,000' = 989' @ \$5.69/FT = \$5,627.41 w/o # 105699 (RAY RYAN JOB)	5,627.41



LABOR	
SUB-TOTAL	5,627.41
AMT. SUBJECT TO TAX	
AMOUNT TAX EXEMPT	5,627.41
CITY SALES TAX	
STATE SALES TAX	
NON-REFUNDABLE CUST. CONTRIB.	
REFUNDABLE CUST. ADVANCE	5,627.41
TOTAL DUE (-Cash Price Above)	5,627.41

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned promises to pay to Arizona Public Service Company ("APS") the amount designated as "Total Due" within thirty (30) days of the "Sale Date" noted above. If default is made hereunder, then interest shall accrue at the rate of eighteen percent (18%) per annum on the outstanding balance from the date of default until and including the date such default is cured. The undersigned agrees to pay all costs and expenses of collection of this Promissory Note, including reasonable attorneys' fees. Time is of the essence of this Sales Invoice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signature: \_\_\_\_\_ Co-signature: \_\_\_\_\_

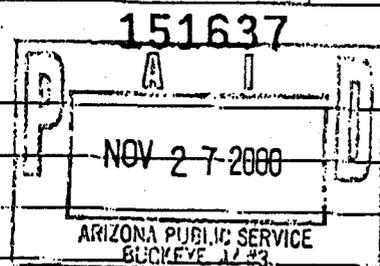
Name - Type or Print: \_\_\_\_\_ Name - Type or Print: \_\_\_\_\_

Title: \_\_\_\_\_ Firm: \_\_\_\_\_

A corporation incorporated in the State \_\_\_\_\_

A partnership consisting of \_\_\_\_\_

Other (identify) \_\_\_\_\_



ARIZONA PUBLIC SERVICE COMPANY

Signature prepared by: John T. Walker

Title: PROJ. DESIGN LEADER Employee No.: 96596

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_  
(ADDITIONAL AUTHORIZATION IS REQUIRED)

**APS**  
Arizona Public Service Company  
**AGREEMENT**  
TO CONSTRUCT ELECTRIC DISTRIBUTION FACILITIES

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS", and RAY RYAN, hereinafter called "Customer". In consideration of the services to be performed by APS and the sums of money to be advanced by the Customer in aid of construction, it is agreed as follows:

**1. CONSTRUCTION**

- 1.1 APS shall construct electric distribution facilities as a continuation of its present facilities to serve customer's new home at 5808 S. 341 Ave., Tonopah, Arizona in accordance with the attached sketch(es), specifications(s), Trenching Agreement/Requirements and APS' Schedule 3, "Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy", which are hereby made part of this Agreement.
- 1.2 N/A shall provide distribution line earthwork; customer shall provide service line earthwork; N/A shall provide transformer pad(s); customer shall provide conduit(s). Customer-provided earthwork, conduits and materials shall be in accordance with the attached sketch(es), specification(s), and Trenching Agreement/Requirements, and shall be inspected by APS.
- 1.3 Distribution system facilities shall be located by APS in an easement as indicated on the attached sketch(es). Customer agrees to the location of APS' facilities and shall provide access to these facilities in accordance with the specifications and shall not block or interfere with said access, by fencing or placing obstructions on door-side of cabinets or transformers.
- 1.4 Customer's construction is estimated to begin on 12-01-2000, and to be completed on 12-31-2000. APS' construction is estimated to begin on 01-02-2001, and to be completed on 01-10-2001; contingent upon scheduled completion of Customer's construction and subject to adjustments in accordance with APS' workload requirements.
- 1.5 APS shall reimburse Customer \$ N/A per primary circuit trench foot for single phase primary conduit installed or provided and installed by Customer.

**2. PAYMENT**

APS shall pay (reimburse) Customer, upon completion of work, the sum of N/A DOLLARS (\$ N/A), which represents the total reimbursement shown in Section 2.2

Customer shall pay to APS, upon signing this Agreement, the sum of five thousand six hundred twenty seven dollars AND 41/100 (\$ 5,627.41), in aid of construction, receipt of which is hereby acknowledged by APS, which represents:

**2.1 REFUNDABLE ADVANCE:**

<input checked="" type="checkbox"/>	<b>FOOTAGE BASIS (Residential Only)</b>			
	Total Extension Policy	1,989		
	Less Free Footage (Customer X 1,000 ft.)	1,000		
	Equals Excess Footage	989		
	Equals Customer Advance		@ 5.69 per ft..	\$ 5,627.41
<input checked="" type="checkbox"/>	<b>REVENUE BASIS</b>			
	Gross Estimated Extension Cost	\$ _____		
	Less System Planning	\$ _____		
	Less Non-Refundable Contribution (Sec. 2.2, below)	\$ _____		
	Net Construction Cost	\$ _____		
	Less Estimated Annual Revenue \$ <u>7,250.00</u> x 2	\$ _____		
	Equals Customer Advance			\$ _____
	<b>ECONOMIC STUDY BASIS</b>			
	Amount Required to Make Extension Feasible (See attached Economic Feasibility Study Letter which is hereby made part of this Agreement.)			\$ _____
	APPLICABLE TAX - CITY OF <u>N/A</u> - ( <u>N/A</u> %)			\$ <u>N/A</u>
	<b>TOTAL REFUNDABLE ADVANCE DUE (Inc. Tax)</b>			\$ <u>5,627.41</u>

**CUSTOMER REIMBURSEMENT: (Use only one option):**

(Reimbursement payment to Customer will be made AFTER work is completed.)  
 \_\_\_\_\_ Customer reimbursement for Primary Conduit na ft. @ \$ na per circuit trench foot. \$ N/A  
 \_\_\_\_\_ See attached NON-REFUNDABLE CONTRIBUTION AND CUSTOMER REIMBURSEMENT

DETAILS, which is hereby made a part of this agreement, for non-refundable contributions or additional reimbursements. Net non-refundable contribution and/or customer reimbursement

(Line H).

\$ N/A

2.3 In addition to the advance specified in this Agreement, a non-refundable facilities charge of \$ N/A (Plus Taxes @ Applicable Rate) is to be paid by the Customer annually from the effective date of this Agreement. This yearly charge may be adjusted if APS determines on the basis of an economic study that the economic conditions of the service have substantially changed.

**3. REFUNDS**

3.1 Customer advances shall be subject to refund in accordance with the terms of the Extension Policy, except as otherwise provided in this Agreement.

3.2 Any refunds made under the terms of this Agreement are to be made to Customer in proportion to the amounts advanced (including taxes paid).

3.3 After five (5) years from the effective date of this Agreement, any advances (including taxes paid), which have not been refunded shall be considered a contribution in aid of construction and shall not be refunded.

**4. GENERAL PROVISIONS**

4.1 This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, or assigns of the parties to this Agreement; provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Customer's assignee until such assignment or other transfer is approved and accepted in writing by APS.

4.2 In the event that either party successfully brings suit to compel performance or for breach of this Agreement, that party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.

4.3 APS may extend service to other customers from the facilities located within the easement granted.

4.4 Additional extensions to future customers not presently shown on the attached sketch(es) shall be subject to the provisions of the Extension Policy and are not included in this Agreement.

4.5 Except as otherwise provided, all charges and additional advances which are determined from subsequent surveys shall be due thirty (30) days after the date of the invoice. All charges unpaid after the thirty (30) day period shall bear interest thereafter at the rate per annum quoted as the prime interest rate by Bank One of Arizona, until the past due charges, including interest accrued thereon, are paid in full. The charging of interest and/or the failure of APS to insist upon the payment of any charges when due, shall not be construed to limit or waive any rights or remedies available to APS for such non-payment.

**5. ATTACHMENTS**

The following additional documents are attached to and made part of this Agreement:

**NON-REFUNDABLE CONTRIBUTIONS DETAILS**

**6. EXECUTION AND EFFECTIVE DATE**

This Agreement has been executed by the duly authorized representatives of the parties, and shall be effective as of the date signed by APS

**ARIZONA PUBLIC SERVICE**

**CUSTOMER**

SIGNATURE: \_\_\_\_\_

SIGNATURE: Ray Ryan

NAME: John T. Walker

NAME: Ray Ryan

TITLE: Project Design Leader

TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: Nov 13 2000

INVOICE NO.: \_\_\_\_\_

Refundable: 5,627.41

N 0

Prepared by: John T. Walker

Amount Paid: \_\_\_\_\_

(Including Taxes) \_\_\_\_\_

Date Received: \_\_\_\_\_

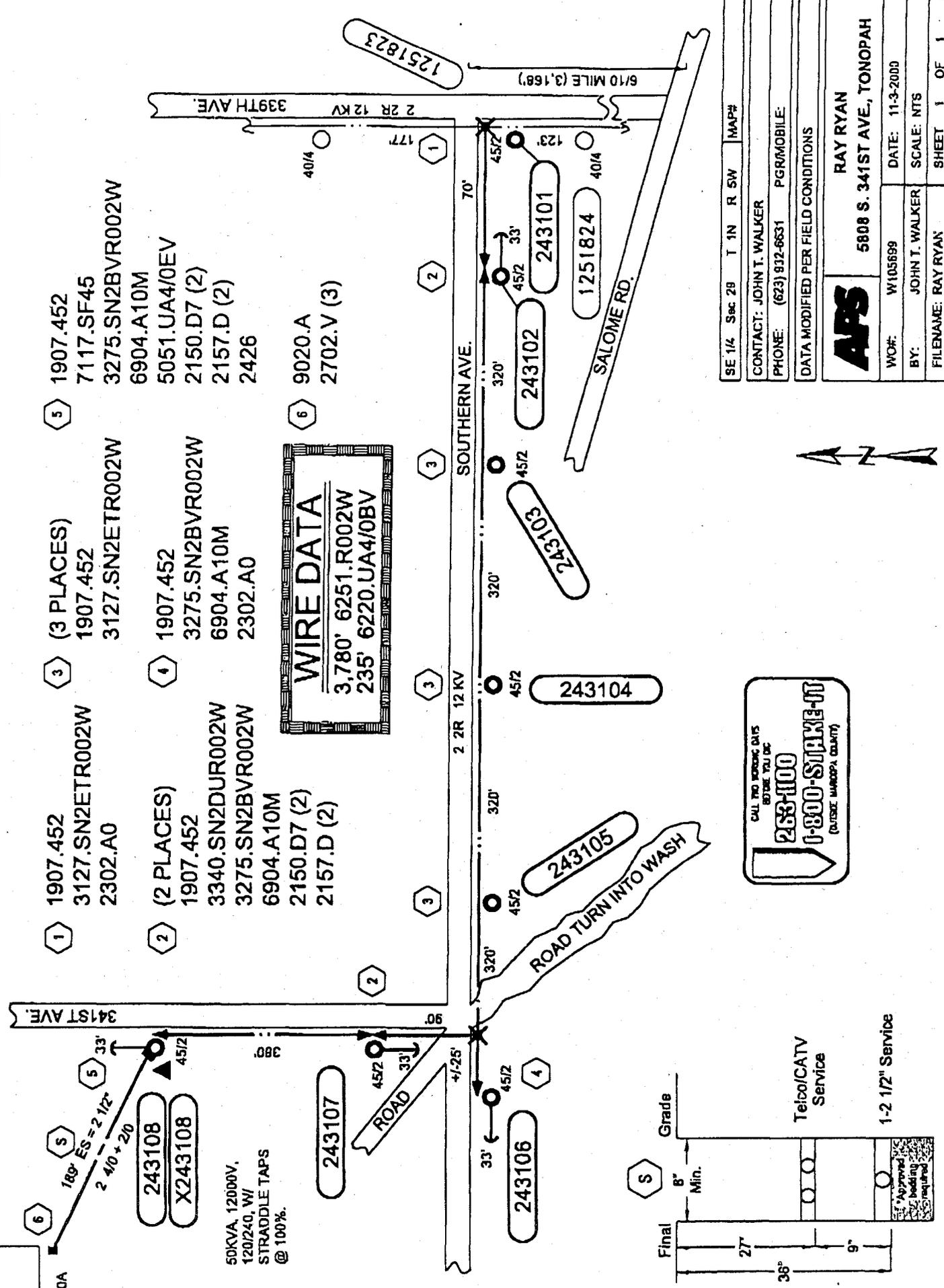
MAILING ADDRESS: 356 Moreno Circle

Litchfield Park AZ 85340

RAY RYAN  
5808 S. 341ST AVE.  
TONOPAH, AZ.

SITE I.D. 793804289

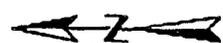
W105699



- 1907.452 (3 PLACES)
- 1907.452
- 3127.SN2ETR002W
- 2302.A0
- 1907.452 (2 PLACES)
- 1907.452
- 3340.SN2DUR002W
- 3275.SN2BVR002W
- 6904.A10M
- 2150.D7 (2)
- 2157.D (2)
- 1907.452
- 3127.SN2BVR002W
- 6904.A10M
- 2302.A0
- 2150.D7 (2)
- 2157.D (2)
- 2426
- 9020.A
- 2702.V (3)

SE 1/4	Sec 28	T 1N	R 5W	MAP#
CONTACT: JOHN T. WALKER				
PHONE: (623) 832-6631 PGR/MOBILE				
DATA MODIFIED PER FIELD CONDITIONS				
<b>APS</b>		RAY RYAN		
WOP#:	W105699	DATE:	11-3-2009	
BY:	JOHN T. WALKER	SCALE:	NTS	
FILENAME:	RAY RYAN	SHEET:	1	OF 1

CALL FOR PRICING DATA  
BEFORE YOU GO  
**288-1100**  
**1-800-STAKE-IT**  
(OUTSIDE MARICOPA COUNTY)





STA. 8104  
P.O. Box 53920  
Phoenix, Arizona 85072-3920

# SALES INVOICE

X117-02C Rev 11/97

PLEASE PRINT - USE INK

CUSTOMER NUMBER **150645** REC TYPE **8.1**

OFFICE NO. **116** SALE DATE **08 17 00** SITE ID **551483284**  
CUSTOMER'S CIS NO. OR I.C. NO.

TAX IDENTIFICATION NO.

ACCOUNT NAME LAST, FIRST, INITIAL **WYLLIE, TODD**

TYPE OF ORDER  
 SALE  
 NEW INSTALLATION  
 RELOCATION  
 TEMPORARY ELECTRIC  
 OTHER

DBA OR C/O

MAILING ADDRESS **3232 W. STATE AVE.**

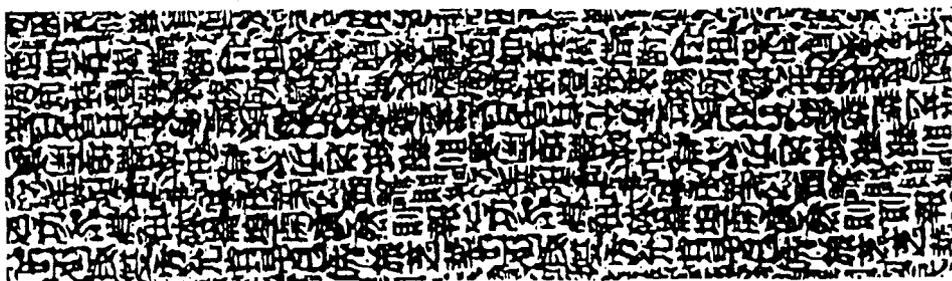
CITY **PHOENIX** STATE **AZ** ZIP CODE **85051**

CASH PRICE (Total Due) **4,330.09**

A/C # **623** PHONE NUMBER **393-0936**

DETACH AND RETURN UPPER PORTION: RETAIN LOWER PORTION FOR YOUR RECORDS

DESCRIPTION	AMOUNT
REFUNDABLE ADVANCE, FOOTAGE BASIS EXTENSION, 1,761' - 1,000' = 761' @ \$5.69/FT = \$4,330.09 (w/o # W94291)	4,330.09



LABOR	
SUB-TOTAL	4,330.09
AMT. SUBJECT TO TAX	
AMOUNT TAX EXEMPT	4,330.09
CITY SALES TAX	
STATE SALES TAX	
NON-REFUNDABLE CUST. CONTRIB.	
REFUNDABLE CUST. ADVANCE	4,330.09
TOTAL DUE (Cash Price Above)	4,330.09

**PROMISSORY NOTE**

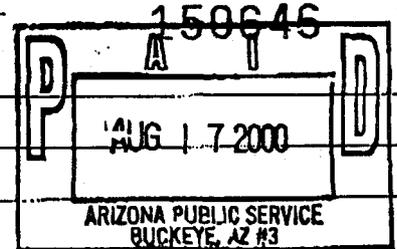
FOR VALUE RECEIVED, the undersigned promises to pay to Arizona Public Service Company ("APS") the amount designated as "Total Due" within thirty (30) days of the "Sale Date" noted above. If default is made hereunder, then interest shall accrue at the rate of eighteen percent (18%) per annum on the outstanding balance from the date of default until and including the date such default is cured. The undersigned agrees to pay all costs and expenses of collection of this Promissory Note, including reasonable attorneys' fees. Time is of the essence of this Sales Invoice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signature: \_\_\_\_\_ Co-signature: \_\_\_\_\_

Name - Type or Print: \_\_\_\_\_ Name - Type or Print: \_\_\_\_\_

Title: \_\_\_\_\_ Firm: \_\_\_\_\_



A corporation incorporated in the State

A partnership consisting of \_\_\_\_\_

Other (Identify) \_\_\_\_\_

ARIZONA PUBLIC SERVICE COMPANY

Signature prepared by: *John T. Walker*

Title: **PROJECT DESIGN LEADER** Employee No.: **96596**

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_  
(ADDITIONAL AUTHORIZATION IF REQUIRED)

CUSTOMER INVOICE-RETURN UPPER POSITION WITH PAYMENT

- Refundable
- Non-refundable
- Facilities Charge
- Reimbursement

**APS**  
**Arizona Public Service Company**  
**AGREEMENT**  
**TO CONSTRUCT ELECTRIC DISTRIBUTION FACILITIES**

WO W94091

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS", and John wyllie, PC, hereinafter called "Customer". In consideration of the services to be performed by APS and the sums of money to be advanced by the Customer in aid of construction, it is agreed as follows:

**1. CONSTRUCTION**

- 1.1 APS shall construct electric distribution facilities as a continuation of its present facilities to serve the David Green residence at 4811 N. 375<sup>th</sup> Ave., Tonopah, Arizona in accordance with the attached sketch(es), specifications(s), Trenching Agreement/Requirements and APS' Schedule J, "Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy", which are hereby made part of this Agreement.
- 1.2 N/A shall provide distribution line earthwork; customer shall provide service line earthwork; N/A shall provide transformer pad(s); customer shall provide conduit(s). Customer-provided earthwork, conduits and materials shall be in accordance with the attached sketch(es), specification(s), and Trenching Agreement/Requirements, and shall be inspected by APS.
- 1.3 Distribution system facilities shall be located by APS in an easement as indicated on the attached sketch(es). Customer agrees to the location of APS' facilities and shall provide access to these facilities in accordance with the specifications and shall not block or interfere with said access, by fencing or placing obstructions on door-side of cabinets or transformers.
- 1.4 Customer's construction is estimated to begin on 08-01-2000, and to be completed on 08-31-2000. APS' construction is estimated to begin on 08-27-2000, and to be completed on 08-31-2000, contingent upon scheduled completion of Customer's construction and subject to adjustments in accordance with APS' workload requirements.
- 1.5 APS shall reimburse Customer \$ N/A per primary circuit trench foot for single phase primary conduit installed or provided and installed by Customer.

**2. PAYMENT**

APS shall pay (reimburse) Customer, upon completion of work, the sum of N/A DOLLARS (\$ N/A), which represents the total reimbursement shown in Section 2.2

Customer shall pay to APS, upon signing this Agreement, the sum of FOUR THOUSAND THREE HUNDRED THIRTY DOLLARS AND 09/100 (\$ 4,330.09), in aid of construction, receipt of which is hereby acknowledged by APS, which represents:

**2.1 REFUNDABLE ADVANCE:**

**FOOTAGE BASIS (Residential Only)**

Total Extension Policy	<u>1761'</u>		
Less Free Footage (Customer X 1,000 ft.)	<u>1000'</u>		
Equals Excess Footage	<u>761'</u>	@5.69 per ft.	
Equals Customer Advance			\$ <u>4,330.09</u>

**REVENUE BASIS**

Gross Estimated Extension Cost	\$ _____		
Less System Planning	\$ _____		
Less Non-Refundable Contribution (Sec. 2.2, below)	\$ _____		
Net Construction Cost	\$ _____		
Less Estimated Annual Revenue \$ <u>N/A</u> x 2	\$ _____		
Equals Customer Advance			\$ _____

**ECONOMIC STUDY BASIS**

Amount Required to Make Extension Feasible (See attached Economic Feasibility Study Letter which is hereby made part of this Agreement.)	\$ _____
--	----------

APPLICABLE TAX - CITY OF <u>N/A</u> . ( <u>N/A</u> % )	\$ <u>N/A</u>
<b>TOTAL REFUNDABLE ADVANCE DUE (Inc. Tax)</b>	<u>4,330.09</u>

**CUSTOMER REIMBURSEMENT: (Use only one option):**

(Reimbursement payment to Customer will be made AFTER work is completed.)	
Customer reimbursement for Primary Conduit <u>na</u> ft. @ \$ <u>na</u> per circuit trench foot.	\$ <u>N/A</u>
See attached NON-REFUNDABLE CONTRIBUTION AND CUSTOMER REIMBURSEMENT	<u>N/A</u>

DETAILS, which is hereby made a part of this agreement, for non-refundable contributions or additional reimbursements. Net non-refundable contribution and/or customer reimbursement

(Line #).

\$           N/A          

2.3 In addition to the advance specified in this Agreement, a non-refundable facilities charge of \$ N/A (Plus Taxes @ Applicable Rate) is to be paid by the Customer annually from the effective date of this Agreement. This yearly charge may be adjusted if APS determines on the basis of an economic study that the economic conditions of the service have substantially changed.

3. **REFUNDS**

3.1 Customer advances shall be subject to refund in accordance with the terms of the Extension Policy, except as otherwise provided in this Agreement.

3.2 Any refunds made under the terms of this Agreement are to be made to Customer in proportion to the amounts advanced (including taxes paid).

3.3 After five (5) years from the effective date of this Agreement, any advances (including taxes paid), which have not been refunded shall be considered a contribution in aid of construction and shall not be refunded.

4. **GENERAL PROVISIONS**

4.1 This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, or assigns of the parties to this Agreement; provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Customer's assignee until such assignment or other transfer is approved and accepted in writing by APS.

4.2 In the event that either party successfully brings suit to compel performance or for breach of this Agreement, that party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.

4.3 APS may extend service to other customers from the facilities located within the easement granted.

4.4 Additional extensions to future customers not presently shown on the attached sketch(es) shall be subject to the provisions of the Extension Policy and are not included in this Agreement.

4.5 Except as otherwise provided, all charges and additional advances which are determined from subsequent surveys shall be due thirty (30) days after the date of the invoice. All charges unpaid after the thirty (30) day period shall bear interest thereafter at the rate per annum quoted as the prime interest rate by *Bank One of Arizona*, until the past due charges, including interest accrued thereon, are paid in full. The charging of interest and/or the failure of APS to insist upon the payment of any charges when due, shall not be construed to limit or waive any rights or remedies available to APS for such non-payment.

5. **ATTACHMENTS**

The following additional documents are attached to and made part of this Agreement:

NON-REFUNDABLE CONTRIBUTIONS DETAILS

6. **EXECUTION AND EFFECTIVE DATE**

This Agreement has been executed by the duly authorized representatives of the parties, and shall be effective as of the date signed by APS

ARIZONA PUBLIC SERVICE

SIGNATURE: *John T. Walker*

NAME: John T. Walker

TITLE: Project Design Leader

DATE SIGNED: 8/17/00

INVOICE NO.: #150646

Refundable: \$4,330.09

N 0

Prepared by: John T. Walker

Amount Paid: \$4,330.09

Date Received: 8/17/00

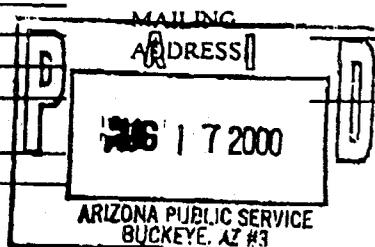
CUSTOMER

SIGNATURE: *Tom M. John Wyllie PC*

NAME: Tom M. John Wyllie PC

TITLE: AGENT

DATE SIGNED: 8-9-00



SITE I.D. 551483284

DAVID GREEN  
4811 N. 375TH AVE.  
TONOPAH, AZ.

① 6904.A10M  
6950.A10M (2)

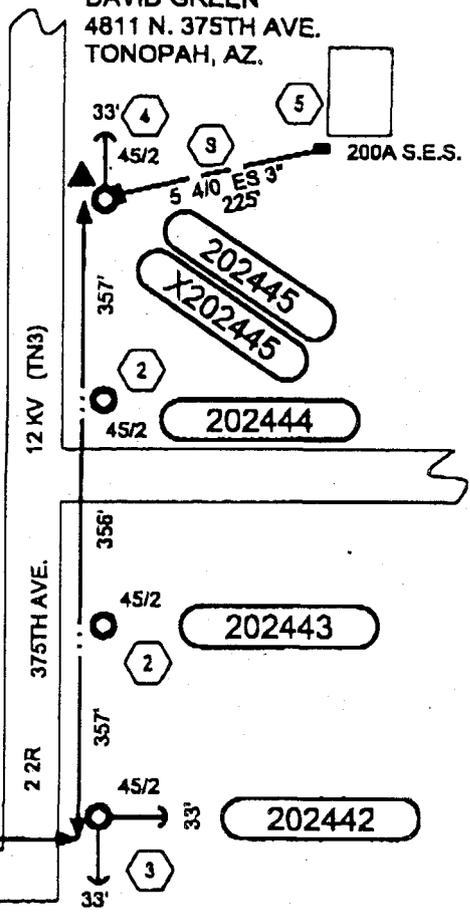
3303.SN2BUR002W  
2150.D7 (2)  
2157.D (2)

50 KVA, 12,000V, 120/240  
W/STRADDLE TAPS @  
100% OR 12,000V

② (3 PLACES)  
1907.452  
3127.SN2ETR002W

③ 1907.452  
3230.SN2BVR002W  
6904.A10M (2)  
2150.D7 (2)  
2157.D (2)

**WIRE DATA**  
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270' 6220.UA4/0EV



1255569

202441

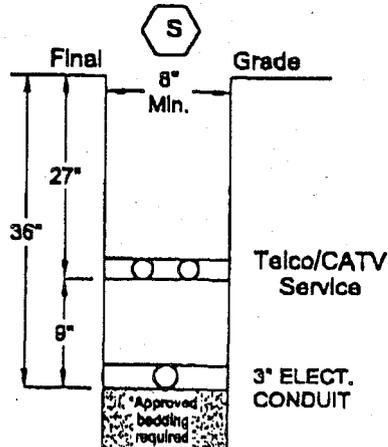
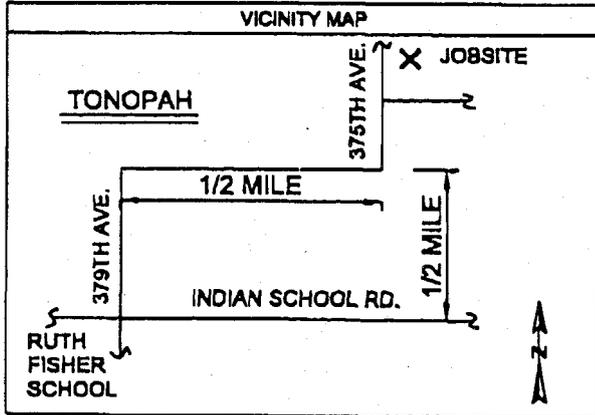
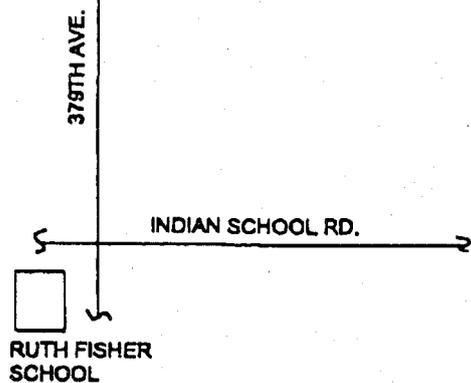
202443

202442

④ 1907.452  
7117.SF45  
3275.SN2BVR002W  
6904.A10M  
5051.UA4/0EV  
2426  
2150.D7 (2)  
2157.D (2)

⑤ 9020.A  
2702.V (3)

CALL TWO WORKING DAYS  
BEFORE YOU DIG  
**263-1100**  
**1-800-STAKE-IT**  
(OUTSIDE MARICOPA COUNTY)



**W94091**

NE 1/4 Sec 22 T 2N R 6W		MAP#
CONTACT: JOHN T. WALKER		
PHONE: 823-832-8631		PGR/MOBILE:
DATA MODIFIED PER FIELD CONDITIONS		
<b>APS</b>		DAVID GREEN 4811 N. 375TH AVE., TONOPAH, AZ.
WO#: W94091	DATE: 8-30-2000	
BY: JOHN T. WALKER	SCALE: NTS	
FILENAME: DAVID GREEN	SHEET 1 OF 1	



STA. 8104  
P.O. Box 53920  
Phoenix, Arizona 85072-3920

# SALES INVOICE

X117-02G Rev 11/97

PLEASE PRINT - USE INK

CUSTOMER NUMBER **150628** REC TYPE **8,1**

OFFICE NO. **116** SALE DATE **050500** SITE I.D. **178073289**  
CUSTOMER'S CIS NO. OR P.O. NO.

TAX IDENTIFICATION NO.

ACCOUNT NAME **TODD M. WYLLIE, P.C.**

TYPE OF ORDER  
 SALE  
 NEW INSTALLATION  
 RELOCATION  
 TEMPORARY ELECTRIC  
 OTHER

DBA OR C/O

MAILING ADDRESS **3232 W. STATE AVE.**

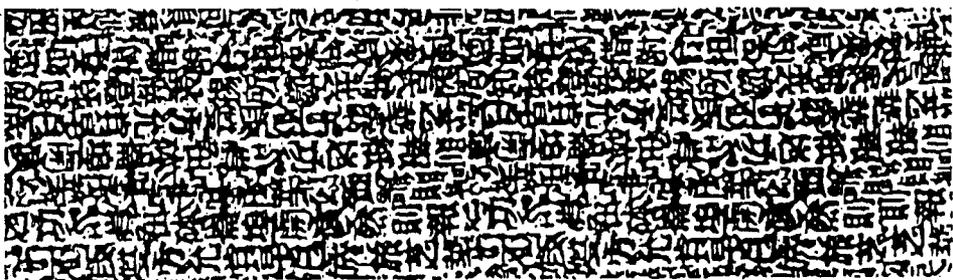
CITY **PHOENIX** ST **AZ** ZIP CODE **85051**

CASH PRICE (Total Due) **5,069.79**

A/C # **602** PHONE NUMBER **841-7127**

DETACH AND RETURN UPPER PORTION; RETAIN LOWER PORTION FOR YOUR RECORDS

DESCRIPTION	AMOUNT
REFUNDABLE ADVANCE, FOOTAGE BASIS, 1,891' - 1,000' = 891' x \$569 = \$5,069.79. W/O # W88860	5,069.79



LABOR	
SUB-TOTAL	5,069.79
AMT. SUBJECT TO TAX	
AMOUNT TAX EXEMPT	5,069.79
CITY SALES TAX	
STATE SALES TAX	
NON-REFUNDABLE CUST. CONTRIB.	
REFUNDABLE CUST. ADVANCE	5,069.79
TOTAL DUE (Cash Price Above)	5,069.79

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned promises to pay to Arizona Public Service Company ("APS") the amount designated as "Total Due" within thirty (30) days of the "Sale Date" noted above. If default is made hereunder, then interest shall accrue at the rate of eighteen percent (18%) per annum on the outstanding balance from the date of default until and including the date such default is cured. The undersigned agrees to pay all costs and expenses of collection of this Promissory Note, including reasonable attorneys' fees. Time is of the essence of this Sales Invoice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signature: \_\_\_\_\_

Co-signature: \_\_\_\_\_

Name - Type or Print: \_\_\_\_\_

Name - Type or Print: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

A corporation incorporated in the State \_\_\_\_\_

A partnership consisting of \_\_\_\_\_

Other (identify) \_\_\_\_\_

**150628**  
**MAY 5 2000**  
 ARIZONA PUBLIC SERVICE COMPANY  
 PHOENIX, AZ

Signature prepared by: *John T. Walker*

Title: **PROJECT DESIGN LEADER** Employee No.: **96596**

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_

(ADDITIONAL AUTHORIZATION IF REQUIRED)



DETAILS, which is hereby made a part of this agreement, for non-refundable contributions or additional reimbursements. Net non-refundable contribution and/or customer reimbursement

(Line H).

\$           N/A          

2.3 In addition to the advance specified in this Agreement, a non-refundable facilities charge of \$ N/A (Plus Taxes @ Applicable Rate) is to be paid by the Customer annually from the effective date of this Agreement. This yearly charge may be adjusted if APS determines on the basis of an economic study that the economic conditions of the service have substantially changed.

3. **REFUNDS**

3.1 Customer advances shall be subject to refund in accordance with the terms of the Extension Policy, except as otherwise provided in this Agreement.

3.2 Any refunds made under the terms of this Agreement are to be made to Customer in proportion to the amounts advanced (including taxes paid).

3.3 After five (5) years from the effective date of this Agreement, any advances (including taxes paid), which have not been refunded shall be considered a contribution in aid of construction and shall not be refunded.

4. **GENERAL PROVISIONS**

4.1 This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, or assigns of the parties to this Agreement; provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Customer's assignee until such assignment or other transfer is approved and accepted in writing by APS.

4.2 In the event that either party successfully brings suit to compel performance or for breach of this Agreement, that party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgment and costs.

4.3 APS may extend service to other customers from the facilities located within the easement granted.

4.4 Additional extensions to future customers not presently shown on the attached sketch(es) shall be subject to the provisions of the Extension Policy and are not included in this Agreement.

4.5 Except as otherwise provided, all charges and additional advances which are determined from subsequent surveys shall be due thirty (30) days after the date of the invoice. All charges unpaid after the thirty (30) day period shall bear interest thereafter at the rate per annum quoted as the prime interest rate by Bank One of Arizona, until the past due charges, including interest accrued thereon, are paid in full. The charging of interest and/or the failure of APS to insist upon the payment of any charges when due, shall not be construed to limit or waive any rights or remedies available to APS for such non-payment.

5. **ATTACHMENTS**

The following additional documents are attached to and made part of this Agreement:

NON-REFUNDABLE CONTRIBUTIONS DETAILS

6. **EXECUTION AND EFFECTIVE DATE**

This Agreement has been executed by the duly authorized representatives of the parties, and shall be effective as of the date signed by APS

ARIZONA PUBLIC SERVICE

CUSTOMER

SIGNATURE:

John T. Walker

SIGNATURE

Todd M. Wyllie

NAME:

John T. Walker

NAME:

Todd M. Wyllie

TITLE:

Project Design Leader

TITLE:

Agent

DATE SIGNED:

5/5/00

DATE SIGNED:

5/3/00

INVOICE NO.:

#150628

Refundable:

\$5,069.79

N

0

Prepared by:

John T. Walker

Amount Paid:

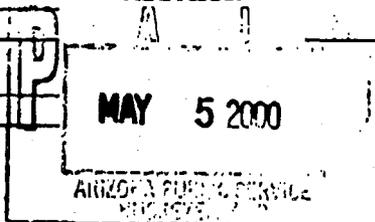
\$ 5,069.79

Date Received:

5/5/00

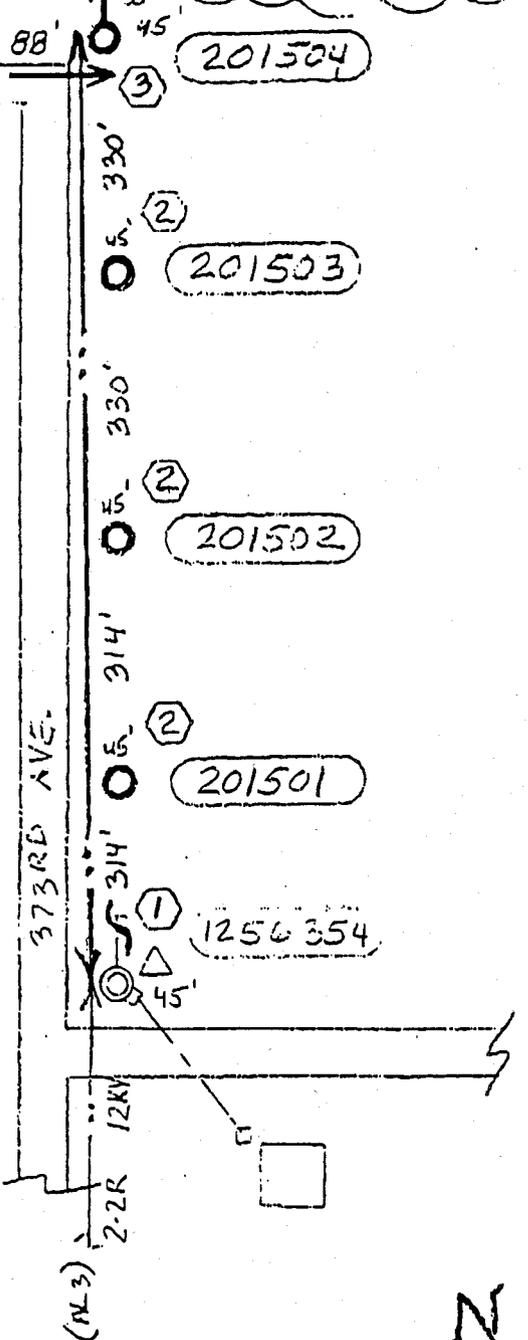
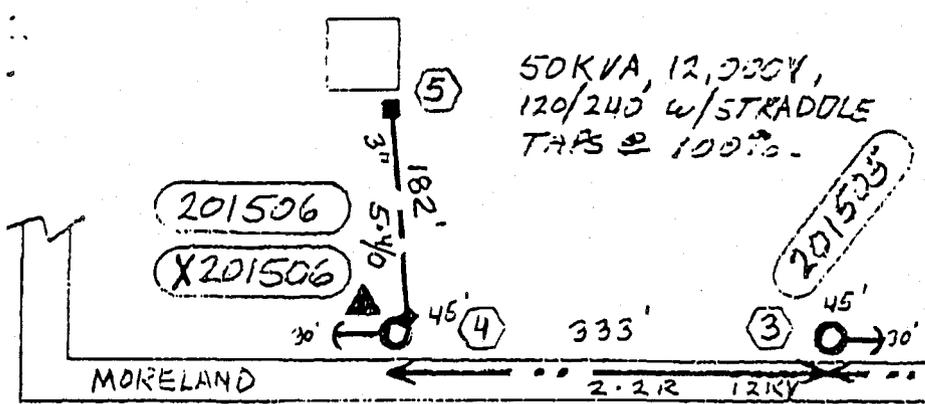
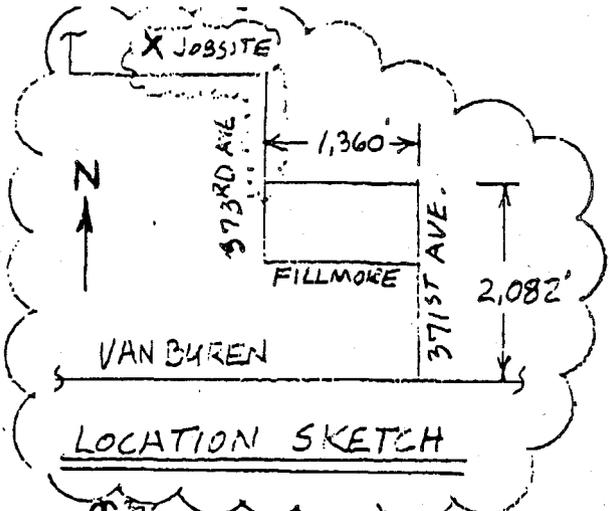
MAILING ADDRESS:

3232 W. State Ave.  
Phoenix, AZ 85051



PATTY FIELDS  
37331 W. MORELAND

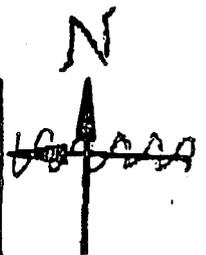
50KVA, 12,000V,  
120/240 w/STRADDLE  
TAPS @ 100%



- ① 6904.A10M  
6950.A10M (2)  
3303.SN2BUR002W  
2150.D7 (2)  
2157.D (2)
- ② (3 PLACES)  
1907.452  
3127.SN2ETR002W
- ③ (2 PLACES)  
1907.452  
3340.SN2D4R002W (ONE FORMED @ 90° ANGLE)  
3275.SN2BVR002W  
6904.A10M  
6950.A10M (2)  
2150.D7 (2)  
2157.D (2)
- ④ 1907.452  
7117.SF45  
3275.SN2BVR002W  
6904.A10M  
6750.A10M (2)  
2150.D7 (2)  
2157.D (2)  
5050.UA410B
- ⑤ 9020.A  
2702.V  
CONDUCTOR:  
3,600' 6251.R002W  
232' 6220.G114/OE

W88860

MAP W 88860 SERIAL#	COORDINATE WITH:	INFO. FOR CHARGING TIME & MAT'L
BY: J. T. WALKER EXT: 875-631	ELECT. U.G.#	IN ADDITION TO JOB WA.#
NE 1/4 SEC. 03 T. 1N R. 6W	ELECT. O.H.#	O.H. DISTRIBUTION#
P MEMO # YES MAP#	STREET LIGHT#	U.G. DISTRIBUTION#
I.T MEMO # DATE: 4-24-03	GAS#	U.G. SERVICE#
LOCATION CHECK#	SUBD. NAME: TONOPAH	O.H. ST. LIGHTS#





STA. 9996  
P.O. BOX 53920  
Phoenix, Arizona 85072-3920

# SALES INVOICE

X117-02C Rev 1/03

PLEASE PRINT - USE INK

CUSTOMER NUMBER **200306**

REC TYPE  
**8.1**

OFFICE NO  
**116**

SALE DATE  
**06/17/03**

SITE I.D.  
CUSTOMER'S C/O NO. NO.  
**941255284**

TAX IDENTIFICATION NO

ACCOUNT NAME  
LAST, FIRST, INITIAL  
**WYLLIE, T.O.D., M.A.P.C.**

TYPE OF ORDER  
 SALE  
 NEW INSTALLATION  
 RELOCATION  
 TEMPORARY ELECTRIC  
 OTHER

DBA OR C/O

MAILING ADDRESS  
**47009 N 33 AVE**

CITY  
**NEW RIVERA**

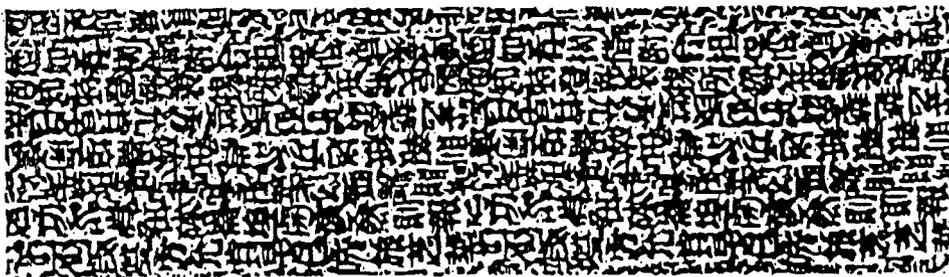
ST. ZIP CODE  
**AZ 85087**

CASH PRICE (Total Due)  
**8284.40**

A/C PHONE NUMBER

DETACH AND RETURN UPPER PORTION; RETAIN LOWER PORTION FOR YOUR RECORDS

DESCRIPTION	AMOUNT
REFUNDABLE ADVANCE FOOTAGE BASIS EXT FOR TASKER RESIDENCE @ 5505 N 377 AVE 2112-1000' = 1112' @ \$7.45/FT = \$8284.40	8284.40
O.N.W 182486	



LABOR	
SUB-TOTAL	8284.40
AMT. SUBJECT TO TAX	
AMOUNT TAX EXEMPT	8284.40
CITY SALES TAX	
STATE SALES TAX	
NON-REFUNDABLE CUST. CONTRIB.	
REFUNDABLE CUST. ADVANCE	8284.40
TOTAL DUE (-Cash Price Above)	8284.40

**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned promises to pay to Arizona Public Service Company ("APS") the amount designated as "Total Due" within thirty (30) days of the "Sale Date" noted above. All charges unpaid after the thirty (30) day period shall bear interest thereon at the rate per annum quoted as the prime interest rate by Bank One of Arizona, until the past due charges, including interest accrued thereon, are paid in full. The charging of interest and/or the failure of APS to insist upon the payment of any charges when due, shall not be construed to limit or waive any rights or remedies available to APS for such non-payment. The undersigned agrees to pay all costs and expenses of collection of this Promissory Note including reasonable attorney's fees. This is of the essence of this Sales Invoice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

Signature: \_\_\_\_\_

Name - Type or Print: \_\_\_\_\_

Title: \_\_\_\_\_

A corporation incorporated in the State

A partnership consisting of \_\_\_\_\_

Other (Identify) \_\_\_\_\_

**P A S**  
Co-Signature: \_\_\_\_\_  
Name Type or Print: \_\_\_\_\_  
Firm: **ARIZONA PUBLIC SERVICE BUCKEYE, AZ #1**

**200306**

ARIZONA PUBLIC SERVICE COMPANY

Signature prepared by: Deagay Cumbie

Title: DESIGN PROJECT LEADER, SR Employee No.: 30071

Authorized by: \_\_\_\_\_ Employee No.: \_\_\_\_\_

- Refundable
- Non-refundable
- Facilities Charge
- Reimbursement

Maximo # W182486



**AGREEMENT  
TO CONSTRUCT ELECTRIC DISTRIBUTION FACILITIES**

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS" and TODD M WYLLE, PC hereinafter called "Customer". In consideration of the services to be performed by APS and the sums of money to be advanced by the customer in aid of construction; it is agreed as follows:

**1. CONSTRUCTION**

- 1.1 APS shall construct electric distribution facilities as a continuation of its present facilities to serve TASKER RESIDENCE @ 5505 N. 377 AVE., Arizona, in accordance with the attached sketch(es), Trenching Agreement/ Requirements and APS' Schedule 3 "Conditions Governing Extensions of Electric Distribution Lines and Services, "hereinafter called "extension Policy", which are hereby made part of this Agreement.
- 1.2 CUSTOMER shall provide distribution line earthwork; CUSTOMER shall provide service line earthwork; APS shall provide transformer pad(s); CUSTOMER shall provide conduit(s). Customer-provided earthwork, conduits and materials shall be in accordance with the attached sketch(es), specifications(s), and Trenching Agreement/Requirements, and shall be inspected by APS.
- 1.3 Distribution system facilities shall be located by APS in an easement as indicated on the attached sketch(es). Customer agrees to the location of APS' facilities and shall provide access to these facilities in accordance with the specifications and shall not block or interfere with said access, by fencing or placing obstructions on door-side of cabinets or transformers.
- 1.4 Customer construction is estimated to begin on JUNE 23, 2003, and to be completed on, JUNE 27, 2003. APS' construction is estimated to begin on JUNE 30, 2003, and to be completed on JULY 2, 2003, contingent upon scheduled completion of Customer's construction and subject to adjustments in accordance with APS' workload.
- 1.5 APS shall reimburse Customer \$ N/A per primary circuit trench foot for single phase primary conduit installed or provided and installed by

**2. PAYMENT**

APS shall pay (reimburse) Customer, upon completion of work, the sum of N/A DOLLARS (\$ N/A), which represents the total reimbursement shown in Section 2.2. Customer shall pay to APS, upon signing this Agreement, the sum of EIGHT THOUSAND TWO HUNDRED EIGHTY FOUR AND 40/100 DOLLARS (\$ 8,284.40), in aid of construction, receipt of which is hereby acknowledged by APS, which represents:

**2.1 REFUNDABLE ADVANCE:**

<input checked="" type="checkbox"/> <b>FOOTAGE BASIS (Residential Only)</b>			
Total Extension Policy	2112.00		
Less Free Footage (Customer x 1,000 ft.)	1000.00		
Equals Excess Footage	1112.00	at \$ 7.45	per ft.
Equals Customer Advance			\$ 8,284.40
<input type="checkbox"/> <b>REVENUE BASIS</b>			
Gross Estimated Extension Cost	\$		
Less System Planning	\$		
Less Non-Refundable Contribution (Sec. 2.2 below)	\$		
Net Construction Cost	\$		
Less Estimated Annual Revenue x 2 =	\$		
Equals Customer Advance			\$
<input type="checkbox"/> <b>ECONOMIC STUDY BASIS</b>			
Amount Required to Make Extension Feasible			\$
(See Attached Economic Feasibility Study Letter			
which is hereby made part of this Agreement, Letter dated -			
<b>TOTAL REFUNDABLE ADVANCE DUE</b>			\$ 8,284.40

**2.2 CUSTOMER REIMBURSEMENT: (Use only one option)**  
(Reimbursement payment to Customer will be made AFTER work is completed.)

- Customer reimbursement for Primary Conduit \_\_\_\_\_ ft. @ \_\_\_\_\_ per circuit trench foot. \$ \_\_\_\_\_
- See attached NON-REFUNDABLE CONTRIBUTION AND CUSTOMER REIMBURSEMENT DETAILS, which is hereby made a part of this agreement, for non-refundable contributions or additional reimbursement. Net non-refundable contribution and / or customer reimbursement (Line H). \$ \_\_\_\_\_

2.3 In addition to the advance specified in this Agreement, a non-refundable facilities charge of \$ \_\_\_\_\_ (Plus Taxes @ Applicable Rate) is to be paid by the Customer annually from the effective date of this Agreement. This year's charge may be adjusted if APS determines on the basis of an economic study that the economic conditions of the service have substantially changed.

3. REFUNDS

- 3.1 Customer advances shall be subject to refund in accordance with the terms of the extension Policy, except as otherwise provided in this Agreement.
- 3.2 Any refunds made under the terms of this Agreement are to be made to Customer in proportion to the amounts advanced (including taxes paid).
- 3.3 After five (5) years from the effective date of this Agreement, any advances (including taxes paid) which have not been refunded shall be considered a contribution in aid of construction and shall not be refunded.

4. GENERAL PROVISIONS

- 4.1 This agreement shall be binding upon and for the benefit of the heirs, administrators, executors, or assigns of the parties to this Agreement; provided however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Customer's assignee until such assignment or other transfer is approved and accepted in writing by APS.
- 4.2 In the event that either party successfully brings suit to compel performance or for breach of this Agreement, that party shall be entitled to recover reasonable attorney's fees in addition to the amount of judgement and costs.
- 4.3 APS may extend service to other customers from the facilities located within the easement granted.
- 4.4 Additional extensions to future customers not presently shown on the attached sketch(es) shall be subject to the provisions of the Extension Policy and are not included in this Agreement
- 4.5 Except as otherwise provided, all charges and additional advances which are determined from subsequent surveys shall be due thirty (30) days after the date of the invoice. All charges unpaid after the thirty (30) day period shall bear interest thereafter at the rate per annum quoted in as the prime interest rate by Bank One of Arizona, until the past due charges including interest accrued thereon, are paid in full. The charging of interest and / or the failure of APS to insist upon the payment of any charges when due, shall not be construed to limit or waive any rights or remedies available to APS for such non-payment.

5. ATTACHMENTS

The following additional documents are attached to and made part of this Agreement  
TRENCH AGREEMENT, FOOTAGE BASIS EXTENSION AGREEMENT, AND SKETCH

6. ADDENDUM(S)

7. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized representatives of the parties, and shall be effective as of the date signed by APS

**ARIZONA PUBLIC SERVICE**

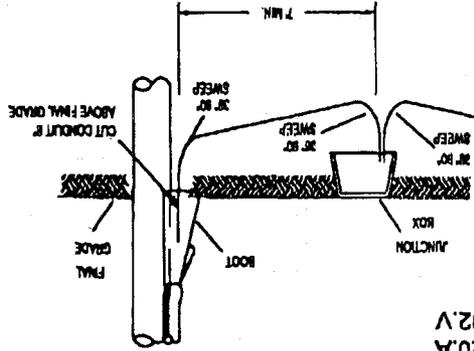
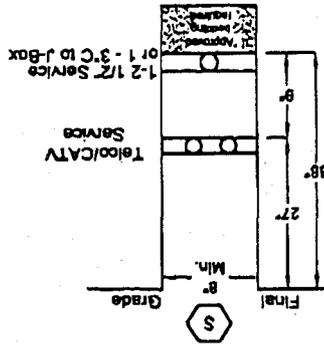
SIGNATURE *Peggy Cumbie*  
NAME PEGGY CUMBIE  
TITLE DESIGN PROJECT LEADER, SR.  
DATE SIGNED 07/07/03

INVOICE NO. 200306  
Refundable \$ 8,284.40  
Non-refundable \$ \_\_\_\_\_  
Prepared by: PEGGY CUMBIE  
Amount Paid (including Taxes) \$ 8,284.40  
Date Received 6/17/03

**CUSTOMER**

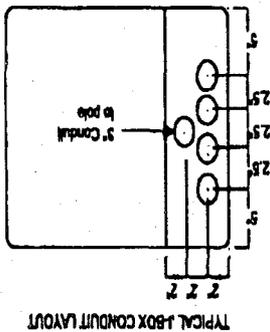
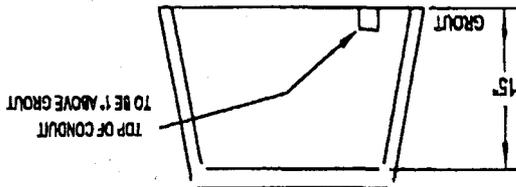
SIGNATURE *Todd M. Wyllie*  
NAME TODD M. WYLLIE, PC  
TITLE PRES  
DATE SIGNED 7-7-03

MAILING ADDRESS 47009 N.33.AVE  
NEW RIVER, AZ 85087

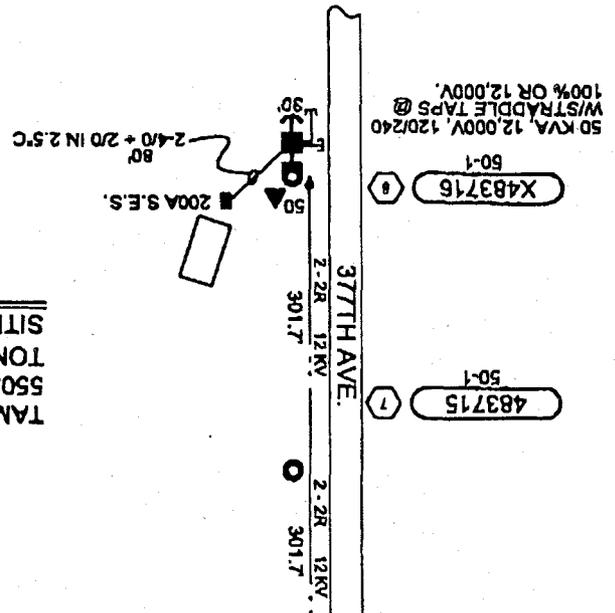


- 5 9020.A 2702.V
- 2355.F22
- 2150.D7 (2)
- 2157.D (2)
- 6904.A10M (30' LEAD)
- 8657.CU44/0B
- 5051.SU44/0EV
- 7117.SF45
- 3275.SN2BVR002WP
- 1907.501G2ND
- 2355.F12
- 3127.SN2ETR002WP
- 1907.501G2NS

LARGE BOX (27" SIDE TO SIDE, 30" LONG SIDE)



TAMMY TASKER  
5505 N. 37TH AVE.  
TONOPAH  
SITE I.D. #941255284

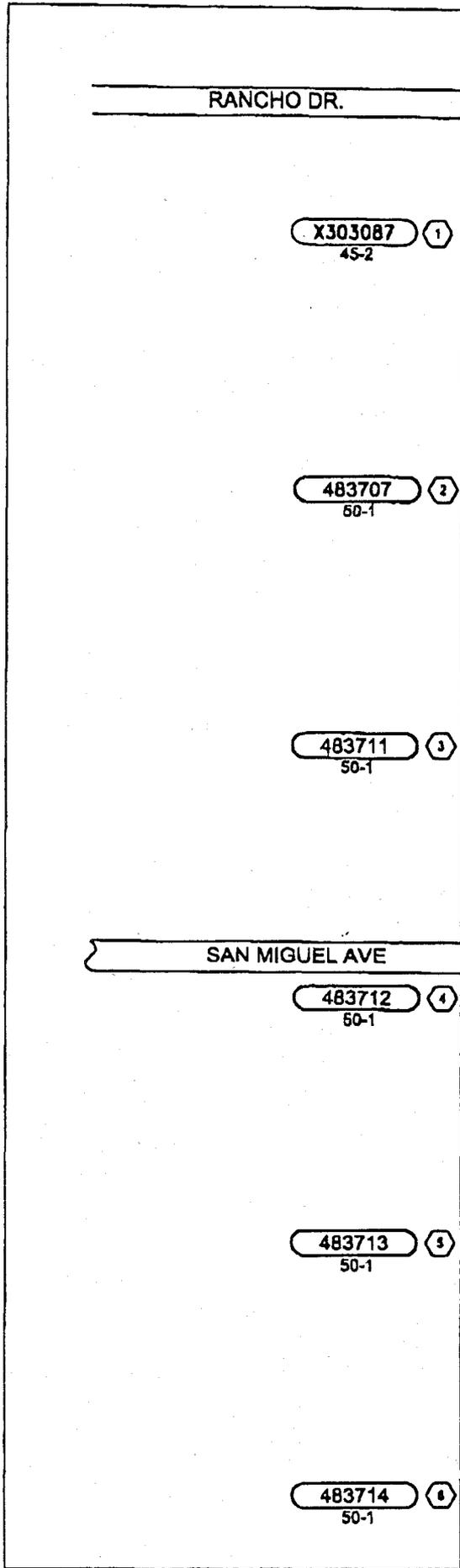


FILENAME: W182486	BHEET 2 OF 2
BY: PEGGY CUMBLE	SCALE: 1"=200'
DATE: 8/8/03	WDR: W182486
<b>AES</b> TAMMY TASKER 5505 N 37TH AVE	
DATA MODIFIED PER FIELD CONDITIONS	
CONTACT: PEGGY CUMBLE	
PHONE: (932) 932-8078 P/MOBILE:	
NW1/4 Sec 18 T 2N R 1W MAP#	

**WIRE DATA**

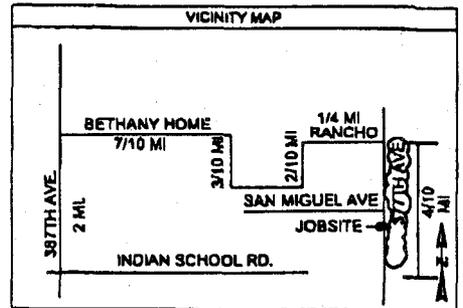
4,646 6251.R002W  
102' 6220.UA4/0BV

W182486



① 6904.A10M / 3303.SN2BUR002W  
 6950.A10M / 2150.D7 (2)  
 2157.D (2)  
 2355.F12

5 LOCATIONS THIS SHT ONLY ② 1907.501G2NS  
 3127.SN2ETR002WP  
 2355.F12



NW1/4 Sec 15 T 2N R 6W MAP#  
 CONTACT: PEGGY CUMMIE  
 PHONE: (823) 632-9879 PGR/MOBILE:  
 DATA MODIFIED PER FIELD CONDITIONS

<b>APS</b>		<b>TAMMY TASKER</b>	
		5505 N 377 AVE	
WOM:	W182486	DATE:	8/6/03
BY:	PEGGY CUMMIE	SCALE:	1" = 200'
FILENAME:	W182486	SHEET	1 OF 2

