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Transcript Exhibit(s)

Docket #(s): W-01653A-03-0243

Exhibit #: R-1, C-1, C-2, C-3

W-01653A-03-0242

ARIZONA CORPORATION COMMISSION
UTILITY COMPLAINT FORM

EXHIBIT
R-1
Admitted

Investigator: Brad Morton Phone: (602) 542-0836 P 4: Fax: (602) 542-2129

Priority: Respond Within Five Days

AZ CORP COMMISSION
DOCUMENT CONTROL

Complaint No. 2003 - 23336

Date: 1/24/2003

Complaint Description: 04Z Service - Other

<u>Complaint By:</u>	<u>First:</u> Fred	<u>Last:</u> Shook	
<u>Account Name:</u>	Fred Shook		<u>Home</u> (928) 537-9082
<u>Street:</u>	2001 W. McNeil		<u>Work:</u> (000) 000-0000
<u>City:</u>	Show Low		<u>CBR:</u>
<u>State:</u>	AZ	<u>Zip:</u> 85901	<u>Is:</u>

Utility Company: Park Valley Water Company

Division: Water

Contact Name: James D. McCart

Contact Phone: (520) 537-1114

Nature of Complaint:

Consumer complaining because he had a main line extension in 1995 at a cost of \$5,000 and received a small refund of under \$20.00 for every year since. He now claims that in order to provide water to a new development called Park Place phases 3&4 the utility "looped" the line he had paid to install and feels he is due a refund. Please advise the utilities response.

Utilities' Response:

1/29 Mike Mack addressed this with the customer more than two years ago. The 6" looped line was a distribution line, not a service line and was added to the end of his 6" extension to provide water to other subdivisions. It was stressed the impossibility of determining whether his extension delivers water to other lines in the system or receives water from him.

Investigator's Comments and Disposition:

1/29 confirmed accuracy of letter from utility in regard to complaint. Closed and copy to consumer.

2/5 letter from consumer claiming my complaint was not complete. He is concerned that the intent of the looped line to provide fire protection to these subdivisions. Without this modification, fire flow volume and pressure would not have been met. Several sections of the water main that he paid for in order to accomplish this modification. He is no longer connected to the 6" line that he contracted and paid for. Mr Mack never contacted the consumer back in regards to the direction of the flow. Called consumer and left voicemail 12:45pm.

2/10 response to 2nd letter by utility. All issues in customers 2/5 letter were addressed years ago by Mr Mack. The distribution line is just that not a service line and he is not entitled to a refund. His extension on McNeil road was extended from a 6" pressurized water main, east of his home, running from one of their pressure tanks located south of the Shok extension, to McNeil Road. His extension terminated east of his home in the middle of the intersection of McNeil and 20th Av, where his meter was located. Upon completion the only direction the water flowed was through the pressurized line.

Arizona Corporation Commission
DOCKETED

OCT 15 2003

DOCKETED BY [Signature]

ARIZONA CORPORATION COMMISSION

UTILITY COMPLAINT FORM

The City of Show Low required developers of Park Place 111 was to pave McNeil to 20th Av. Because the meter was in the middle of the intersection, it was moved at no expense to Mr. Shook. In conjunction with this relocation, the 6" gravity line was modified by attaching it to the Shook extension, detaching it from the storage tank, and tying it to the 6" pressurized line coming from the pressure tank, thus making a loop. In the process about 20' of shooks line was abandoned and his service line was tied to a portion of the old gravity line that is now a pressurized line.

Although fire flow was enhanced due to the loop, Park Place 1,1,111 had passed fire flow requirements prior to the looping of the line. Balance of letter quotes main line extension agreement. Copy of letter reviewed by Jim Fisher of the Arizona Corporation Commission and he found no errors on behalf of the utility. Copy of this complaint and utility response mailed to consumer.(BXM)

2/19 letter rcvd from consumer claiming we have not provided him with the documents he requested. Called him to confirm what he wants is the filing with the ACC the company presented when they altered his line. Confirmed that unless they came before us for financing the only agency they might have gone to for approval would be ADEQ (per Dorothy Hains and John Chelus. Called consumer and left voicemail (BXM) Customer claims Jim Fisher advised him any changes must be approved by ACC, Jim does not remember such a conversation. No copy of his main line extension agreement (checked 93-97). Did call Victoria at utility and confirmed they have provided him with a copy of his main line extension agreement about 2 years ago and if he needs copy they would be happy to send another. 2/21/03 left voicemail for customer explaining his next step would be a formal complaint and that all parties that have advised me on the complaint confirm he has no basis for a formal complaint.

2/25 letter received from consumer in which he mentions that in a previous conversation with Mr Fisher that no main line extension agreement could be found at the Commission. Called the utility and Holly faxed me a copy of the agreement. Upon receipt of the document I reviewed it with Jim Fisher and it was concluded that the company had not gotten ACC approval and per Rule 14-2-406M without approval by the ACC funds must be refunded. Called Holly and she will talk to Victoria who will be back next week. Called customer and advised of findings.

3/11 called Victoria and she seemed unaware of the message I had left. She will check with Holly and call me back. Called customer and left voicemail with update at 8:30am.

3/17 called and spoke to Holly who confirmed they cannot find anything to indicate they submitted the main line extension to the ACC and they understand they must make a refund. She will talk with Victoria about refund time and call me back. Called customer at 3:30 pm and line was busy.

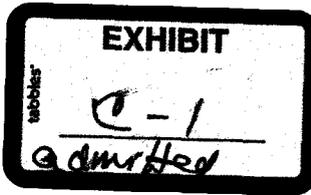
3/18 voicemail from Holly stated refund was under \$400, but confirmed the full amount minus what had been paid to the customer was due. Confirmed this with Jim Fisher and advised Holly who will call back.

3/25 called Holly and she advised me that Victoria is waiting for us to send her something in writing advising her that Mr. Shook is due a complete refund of what he paid for his main line extension, minus the payments the utility paid him over the last few years. When asked if faxing of this statement would be acceptable, and she agreed.

3/25 Holly called about their interpretation of rules regarding main line extension (R14-2-406) and refunds. They interpret it to be that the non-refundable amount is just that, non-refundable. That would be true if the main line extension is approved by the Commission. It is not applicable in this case because the main line extension was never approved by the Commission and therefore the rules do not apply, and the entire amount minus payments is due the company. (confirmed this with Jim Fisher).

Customer
↓
(Brad Morton
called & asked
me to correct)
dy

Date Completed: 1/29/2003



PARK VALLEY WATER COMPANY

Agreement Relating to Extension of Water Distribution Facilities

TOTAL \$ 5,175.00

THIS AGREEMENT is made by and between Park Valley Water Company, P O. Box 487, Show Low, Arizona 85901, (hereinafter called the Company) and Fred Shook mailing address 8226 East Jackrabbit, Scottsdale, AZ 85250 (hereinafter called Customer)

In consideration of the services to be performed by the Company and the sum of money to be advanced by the Customer, in accordance with the related Cost Estimate dated 4/11/95, it is agreed as follows:

- 1. The Company will construct an extension to its Park Valley water distribution facilities as a continuation of its present facilities as follows: 650' of service from Park Valley Water Co. main to Mr. Shook's property on E. McNeil.

Table with 2 columns: Item, Amount. Labor & Material \$4,875.00; Meter Installation 200.00; New Meter 100.00

Handwritten star symbol

- 2. The Customer will pay to the Company upon signing this Agreement \$ 2,587.00, receipt of which is hereby acknowledged by the Company. \$2,587.00 payable 60 days after completion (Note attached) (a) \$ 2,587.00 is refundable advance in aid of construction For: (b) \$ 4,875.00 is non-refundable contribution for construction of: \$ 5,175.00 TOTAL

- 3. Refunds of advances shall be made as follows. Each year for a period of 10 years the Company shall pay to the Customer or the Customers assignees or other successors in interest, when the Company has received written notice and evidence of such assignment or succession, an amount equal to 10per cent of the total gross annual revenue the Company received from water sales to each bona fide consumer whose service line is directly connected to pipelines installed pursuant to this Agreement. Refunds shall be made by the Company on or before August 31 of each year, covering any refunds owing from water revenues received during the preceding July 1 to June 30 period. Any balance remaining subject to refund at the end of the 10 year period shall become non-refundable. The aggregate refunds shall in no event exceed the total of the refundable advance received from the Customer. No interest shall be paid by the Company on any amounts advanced.

The Company may, upon approval by the Arizona Corporation Commission, terminate its obligation to refund a percentage of gross revenues by accord and satisfaction of its obligations under this Agreement.

4. All pipelines, valves, fittings, wells, meters, tanks or other facilities installed under this Agreement shall be the sole property of the Company and the person making refundable advances and/or non-refundable contributions in aid of construction pursuant to the terms of this Agreement shall have no right, title or interest in any such facilities.
5. The size, design, type and quality of materials and of the system, location in the ground and the manner of installation, shall be specified by the Company and shall comply with requirements of the Arizona Corporation Commission or other public agencies having authority therein.
6. The Customer agrees to furnish to the Company recordable easements and required surveying, over, under, and across all portions of the pipeline route as may be necessary to serve each parcel or lot within the Customer's new subdivision, tract, development or project.
7. The Customer agrees that all easements and rights-of-way that are used by the Company shall be free of obstacles which may interfere with the construction of the Company's water facilities. If the Customer's subdivision, tract, subdivision, development or project involves road construction, all roads and drainageways will be brought to grade by the Customer prior to the commencement of the installation of the Company's water facilities. No pavement or curbs shall be installed prior to the completion of all water facilities. If any streets, roads, alleys or drainageways are installed at a different grade or location after the beginning of the installation of water facilities, the Customer shall bear all costs incurred by the Company, non-refundable, to relocate water facilities as a result of said facilities having improper cover or location.
8. The Customer agrees to pay to the Company any additional costs incurred as a result of design changes made or caused to be made by the Customer or his agent, the Arizona Department of Health Services, the Arizona Corporation Commission, any county health department or other public agency under whose jurisdiction the subject construction may fall, or anticipated or unanticipated changes in existing Company facilities, due to any work associated with this subdivision, tract, development or project which causes such facilities to have improper cover or location.
9. This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the Company and the Customer provided, however, that an assignment or other transfer of this Agreement by the Customer shall not be binding upon the Company or create any rights in the Assignee until such assignment or other transfer is approved and accepted in writing by the Company.

10. Before this Agreement shall become effective and binding upon either the Company or the Customer, it shall be ~~filed with and approved~~ by the Utilities Division of the Arizona Corporation Commission, and in the event it is not approved, this Agreement shall be null and void and of no force or effect whatever.
11. This Agreement, and all rights and obligations hereunder, including those regarding water service to the Customer, shall be subject to the Arizona Corporation Commission's "Rules and Regulations Relating to the Operation of Domestic Water Utility Companies."

COMPANY

By [Signature]
Title President

CUSTOMER

by [Signature]
Fred Shook

Seal

Attest:

State of Arizona)
County of Navajo) ss.

This instrument was acknowledged before me this 1 day of MAY 1995
by Fred Shook

[Signature]
Notary Public

My commission expires April 1, 1998

FORMAL COMPLAINT FILING PROCEDURE

- A. Customer Service Section enters complaint number.
- B. The complaint shall be in writing containing the name and address of the person or entity filing the complaint (Complainant). If necessary, use additional pages provided.
- C. The complaint shall list the name of utility company or person whom the complaint was made against.
- D. The complaint shall be a COMPLETE statement indicating the date or dates of actions transpired, along with all related documentation associated with the complaint.
- E. The complaint shall describe in detail the nature of relief sought.
- F. The complaint should be signed by either:
 - 1. Complainant, or,
 - 2. One of the Complainants if more than one, or,
 - 3. The officer of the Complainant, if Complainant is a corporation, association, or other organization, or for the Complainant by an agent or attorney. (If by attorney, his name and address shall appear in the complaint and he shall sign the complaint).
- G. The original and eleven (11) copies of formal documents, including the complaint, shall be filed with:

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007
- H. One (1) additional copy of the complaint shall be sent to the utility company that the complaint is made against.
- I. An answer or response to the complaint is required to be made by the utility to the Commission within twenty (20) days after the date the complaint is filed with the Commission.
- J. All testimony considered by the Commission in formal hearings shall be under oath, except matters of which judicial notice is taken or entered by stipulation.
- K. Complainants carry the burden of proof. The Complainant must provide evidence as to the Rules, Statutes, and/or Tariffs that they believe the utility company has violated.

BY B

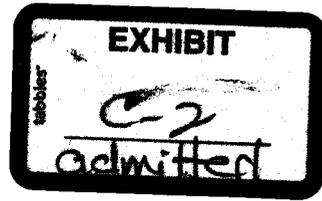
Shook Water Eptension

05/11/95 - Completed

	Estimate	Actual Costs	Differ
Material	2,591.00	2,453.00	
Labor	<u>2,284.00</u>	<u>2,194.00</u>	
Water Ept. Refund	4,875.00	4,647.00	(#228.00)
Meter	100.00	100.00	
Meter Install	<u>200.00</u>	135.00 Cinders 25.00 <u>136.94</u>	+ 96.94
Total	\$5,175.00	\$5,043.94	(131.06)
Paid		<u>2,587.00</u>	
Balance due		\$ 2,456.94	

Note

\$ 2,587.00
 - 131.06
\$ 2,456.94



Lloyd didn't require as much labor and didn't need as many fittings.

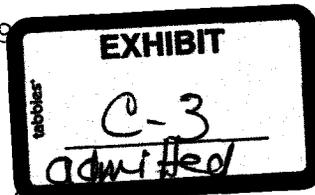
CHURCH PLUMBING SERVICE

Commercial Lic. #088529
 Residential Lic. #085188
 Route 2 Box 1856
 LAKESIDE, ARIZONA 85929

(602) 537-1986

TO:

Fred Shook
2001 W Mc NIEL ST
Show Low AZ.



PLUMBING

Work Order/Invoice

2883

DATE OF ORDER	HOME TEL. <u>368-8558</u>
ORDER TAKEN BY	WORK TEL.
CUSTOMER ORDER NO.	<input type="checkbox"/> DAYWORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
STARTING DATE	<input type="checkbox"/> OVERTIME <input type="checkbox"/> OTHER
JOB NAME / NO.	<u>New House</u>
JOB LOCATION	<u>Same</u>
INVOICE DATE <u>9-14-95</u>	JOB TEL.

CHECKMARKS DENOTE:
 WORK TO BE DONE
 WORK COMPLETED

TERMS: LABOUR APPROX 1000.00
MATERIAL CONTRACT APPROX 10000 WC

	TROUBLESHOOT INSPECT	UNCLOG / CLEAN	REPAIR	REPLACE	INSTALL	ROUGH-IN	FINISH WORK	DESCRIPTION OF WORK			
								LABOR	HRS.	RATE	AMOUNT
NO HEAT								<u>Rough in Plumb per CONTRACT 2500</u>			
NO WATER								<u>- TWO F.G. TUBS Tile look - 469.66</u>			
BURST PIPE(S)								<u>Insulated Return Line Loop + 200.00</u>			
THAW PIPE(S)											
INSULATE PIPE(S)											
BLOCKAGE - WASTE SYSTEM											
KITCHEN											
SINK								<u>EXTRA LABOUR - Raymond 5 30 150</u>			
INSTANT HOT								<u>John 2 25 50</u>			
WATER FILTER											
DISPOSAL											
DISHWASHER											
BATH (1) (2) (3)								TOTAL LABOR 200.00			
LAVATORY											
WATER CLOSET											
BATHTUB								QTY. MATERIAL UNIT AMOUNT			
SHOWER STALL / HEAD								<u>EXTRA MATERIAL FOR 212.17</u>			
WHIRLPOOL / SPA / HOT TUB								<u>Water Line, Log Lighter</u>			
LAUNDRY								<u>NATURAL GAS STUB</u>			
WASHING MACHINE								<u>OUT + Pipe up sizing</u>			
FAUCET(S)											
SILL COCK											
SUPPLY LINE(S)											
TRAP(S) / DRAIN(S)											
FILTER(S)											
GATE / BALL VALVE(S)											
WATER LINE(S)											
WELL / WATER PUMP											
PRESSURE TANK											
WATER SOFTENER / COND.											
SUMP / EFFLUENT PUMP											
WATER HEATER											
BOILER - STEAM / HOT WATER											
SAFETY VALVE											
CIRCULATOR								WORK ORDERED BY			
ZONE VALVE								I hereby acknowledge the satisfactory completion of the above described work.			
BASEBOARD(S) / RADIATOR(S)								X _____ SIGNATURE _____ DATE _____			
FURNACE								TOTAL MATERIALS			
BURNER								TOTAL LABOR			
HEAT PUMP								2,642.51			
AIR CONDITIONER								TAX 7.5%			
WASTE / SEWER LINE(S)								128.82			
VENT PIPE(S)								OTHER CHARGES			
								TOTAL \$2,771.33			

Thank You!