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ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

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BEFORE THE ARIZONA CORPORATION COMMISSION

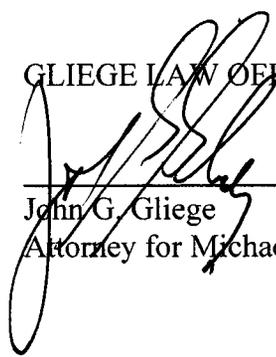
9 IN THE MATTER OF THE APPLICATION
10 OF PINE WATER COMPANY FOR
11 APPROVAL TO (1) ENCUMBER A PART
12 OF ITS PLANT AND SYSTEM PURSUANT
13 TO A.R.S. §40-285(A); AND (2) ISSUE
14 EVIDENCE OF INDEBTEDNESS
15 PURSUANT TO A.R.S. §40-302(A).

} DOCKET NO. W-03512A-07-0362
} NOTICE OF FILING

17 MICHAEL GREER, intervener in the above captioned matter, hereby submits the Notice of
18 Filing in this referenced matter. Attached hereto as Exhibit A is the Direct Testimony of Michael Greer.

19
20 RESPECTFULLY SUBMITTED this 19th day of November, 2007.

21
22 GLIEGE LAW OFFICES, PLLC

23
24 
25 John G. Gliege
26 Attorney for Michael Greer

27 Arizona Corporation Commission
28 DOCKETED
29 NOV 19 2007

DOCKETED BY nr

1 Original and thirteen copies of the foregoing
2 Mailed this 19th day of November 2007 to:

3 Docket Control Center
4 Arizona Corporation Commission
5 1200 W. Washington Street
6 Phoenix, AZ 85007

7 Copies of the foregoing
8 Mailed this 19th day of November 2007 to:

9 Fennemore Craig, P.C.
10 Attn: Mr. Jay L. Shapiro
11 3003 North Central Ave. Ste 2600
12 Phoenix, AZ 85012-2913
13 Attorneys for Pine Water Company

14 Mr. Dwight D. Nodes
15 Assistant Chief Administrative Law Judge
16 Arizona Corporation Commission
17 1200 W. Washington Street
18 Phoenix, AZ 85007

19 Mr. Kevin Torrey, Esq.
20 Legal Division
21 Arizona Corporation Commission
22 1200 W. Washington Street
23 Phoenix, AZ 85007

24 RENSCH WALKER & HARPER, PC
25 Attn: Michael J. Harper
26 111 W. Cedar Lane, Ste C
27 Payson, AZ 85541
28 928-474-0322
29 Attorneys for Cindy Maack

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EXHIBIT A

Direct Testimony

Of

MICHAEL GREER

- 1 1. That the usable amount of property at the K2 site is insufficient in size to accommodate the
2 proposed well and storage facilities, because its topography and its location near septic tanks and
3 effluent disposal fields.
- 4 2. As witnessed by last weekends altercations between representatives of Pine Water Company and
5 property owners surrounding the proposed K2 well site which necessitated the calling of the Gila
6 County Sheriff to the site, there are some critical issues concerning Pine Water Companies lawful
7 access to the site and its use of surrounding properties during the course of construction and
8 perhaps future operation.
- 9 3. I am concerned about the location of the proposed K2 well in Strawberry, Arizona for several
10 reasons. If the site is not the most suitable for the well, it is possible that PSWID will be placed
11 in a position of advancing monies which may not be repaid. It would be better to locate a well in
12 Pine, Arizona in the vicinity of other deep wells, which have tapped into the existing known deep
13 aquifer system.
- 14 4. I am concerned about the impact of the well on Fossil Creek and Fossil Springs, both in terms of
15 environmental considerations and on the issue of the K2 well site could impact upon the
16 downstream water rights of other water users in the Verde River Water Shed.
- 17 5. I am concerned that there is an incredible appearance of conflict of interest and other impropriety
18 because of the roles played by both Mr. Richie and Mr. Brenninger. While Mr. Richie was the
19 chief negotiator of PSWID of the K2 Agreement he also purchased a parcel of land from Pine
20 Water Company or its family of organizations. Mr. Brenninger went from being a board member
21 of PSWID who was actively involved in the negotiations of the K2 Agreement to being a hired
22 representative of Pine Water Company or its related family of organizations.
- 23 6. I am concerned that in the event that the cost of the development exceeds the projected 1.3
24 million dollars, that Pine Water Company could abandon the project without repaying PSWID
25 and without further liability to PSWID to complete the work.

26 **Q. 6. DOES THIS CONCLUDE YOUR TESTIMONY?**

27 A. 6. Yes.