

ORIGINAL



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SALLQUIST, DRUMMOND & O'CONNOR
ATTORNEYS AT LAW
TEMPE OFFICE
4500 S. LAKESHORE DRIVE
SUITE 339
TEMPE, ARIZONA 85282

RICHARD L. SALLQUIST

PHONE (480) 839-5202
FACSIMILE (480) 345-0412
E-MAIL dick@sd-law.com

April 8, 2008

HAND DELIVERY

Ernest Johnson
Arizona Corporation Commission
Utilities Division
1200 W. Washington
Phoenix, AZ 85007

Re: Valley Utilities Water Company; Docket No W-01412A-07-0560 and Docket No W-01412A-07-0561; Decision No. 70138; Compliance Filing

Dear Mr. Johnson:

Correspondence to the undersigned from Brian Bozzo dated March 25, 2008, rejected the Company's check as the Bond under the subject Decision. The attached copy of that letter also returned the WIFA Loan Documents and Affidavit of Mailing which were also Compliance Items.

On April 1, 2008 the Company filed with the Commission's Business Office a Surety Bond as required, however it was not docketed. A copy of that filing is attached hereto. By copy of this letter I am docketing both the Surety Bond and the other Compliance Items previously rejected by Mr. Bozzo.

In the event you have any questions regarding these matters please do not hesitate to contact the undersigned.

Sincerely,

Arizona Corporation Commission Richard L. Sallquist

DOCKETED

APR -8 2008

DOCKETED BY
KK MR

RECEIVED
2008 APR -8 A 9:47
AZ CORP COMMISSION
DOCKET CONTROL

Enclosures

Ernest Johnson
April 8, 2008
Page 2

cc: Docket Control (with 15 copies of enclosures)
Hearing Division (with enclosures)
Utilities Division (with enclosures)
Legal Division (with enclosures)
Bob Prince (with enclosures)
Tom Bourassa (with enclosures)

COMMISSIONERS
MIKE GLEASON - Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
KRISTIN K. MAYES
GARY PIERCE



BRIAN C. McNEIL
Executive Director

ARIZONA CORPORATION COMMISSION

March 25, 2007

Mr. Richard L. Sallquist
Sallquist, Drummond & O'Connor P.C.
4500 S. Lakeshore Drive, Suite 339
Tempe, Arizona 85282

Re: Docket No. W-01412A-07-0560
Docket No. W-01412A-07-0561
Bond Requirement Per Decision No. 70138

Dear Mr. Sallquist:

On March 14, 2008, the Arizona Corporation Commission received a package from your office on behalf of Valley Utilities Water Company. Attached to the cover letter of this package was a \$1,500 check made out to the Arizona Corporation Commission from Valley Utilities Water Co. Inc. The check and filing are being returned to you herein for proper processing.

While your cover letter states that the Company believes this check meets the requirement of the Decision, Staff's review of Decision No. 70138 indicates that it does not.

At page 12, line 4 of Decision No. 70138, the Commission provided the following order related to Valley Utilities:

"IT IS FURTHER ORDERED that Valley Utilities Water Company, Inc. shall post a bond or sight draft letter of credit in the amount of \$1,500, with the Commission's Business Office at least 15 days prior to the imposition of the emergency interim surcharge authorized by this Decision, and shall file copies of same with the Commission's Docket Control, as a compliance item in this docket."

The language above indicates that the filing should be a bond or sight draft letter of credit in the amount of \$1,500, rather than a check. The language also states that the instrument should be posted with the Commission's Business Office and a copy should be docketed for the record.

Your filing delivered a check rather than the bond / sight draft letter of credit and also delivered the filing to the Utilities Division rather than the Business Office. Please follow Commission instructions about how and where to send compliance documents so that items are properly filed.

1200 WEST WASHINGTON STREET; PHOENIX, ARIZONA 85007-2927 / 400 WEST CONGRESS STREET; TUCSON, ARIZONA 85701-1347
www.azcc.gov

This document is available in alternative formats by contacting Linda Hogan, ADA Coordinator, voice phone number 602-542-3931, E-mail LHogan@azcc.gov

This item has not met compliance for this decision and will not be marked complied until such time that the Company meets the decision requirements or receives an order of the Commission amending the requirements of Decision No. 70138.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian K. Bozzo". The signature is stylized with a large, looping initial "B" and a horizontal line extending to the left.

Brian K. Bozzo
Compliance and Enforcement Manager



Valley Utilities Water Co. Inc.

RECEIVED

2008 APR -1 A 11: 52

AZ CORP COMMISSION
DOCKET CONTROL

March 31, 2008

HAND DELIVERED

Business Office
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Re: Valley Utilities Water Company; Docket No. W-01412A-07-0560 and Docket No. W-01412A-07-0561; Decision No. 70138

To Whom It May Concern:

Please find attached a Surety Bond, in the amount of \$1,500.00, as required in Decision No. 70138.

If there are any questions, please call.

Sincerely,

Robert L. Prince

cc Richard L. Sallquist
Tom Bourassa
File

BOND FOR UTILITY USERS

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS: That we, Valley Utilities Water Co. Inc. as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, with its principal office in the state of Washington, as Surety are held and firmly bound unto the Arizona Corporation Commission, as Obligee, in the penal sum of \$1,500.00, lawful money of the United States of America, for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

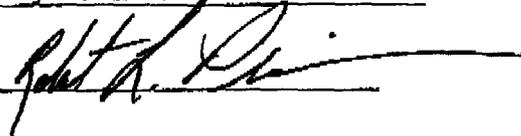
Whereas, the above named Obligee has required that Valley Utilities Water Co. Inc., post a Surety bond in the amount \$1,500.00, for the imposition of the emergency interim surcharge authorized by Docket No. W-01412A-01-0560.

NOW THEREFORE, the condition of this obligation is such, that if the aforesaid Principal shall comply with the requirements of the Arizona Corporation Commission, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety's liability shall be terminated and bond cancelled upon written notice by the Surety to the Arizona Corporation Commission and a copy to the Principal no less than thirty days prior to the cancellation date.

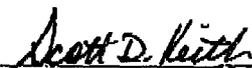
IN WITNESS Whereof, we have caused these presents to be executed this 28 day of March, 2008.

Valley Utilities Water Co. Inc.

BY: 

Contractors Bonding and Insurance Company


Roman A. Okonowski, Attorney in Fact


Attest:

LIMITED POWER OF ATTORNEY - READ CAREFULLY

CONTRACTORS BONDING AND INSURANCE COMPANY IS RESPONSIBLE ONLY FOR THE BOND DESCRIBED AND UP TO THE AMOUNT SET FORTH IN THIS LIMITED POWER OF ATTORNEY. ANY ERASURE WILL VOID THIS POWER OF ATTORNEY. IF YOU HAVE ANY QUESTIONS ABOUT OR WANT TO VERIFY THIS POWER OF ATTORNEY CALL CONTRACTORS BONDING AND INSURANCE COMPANY TOLL FREE AT (800)765-2242

Penal Sum : \$ \$1,500.00 Attorney No.: AA668 Power Number [REDACTED] Bond No. [REDACTED]

Limited Power of Attorney Expires: 6/28/2008 Date Approved : 6/28/2008

Approved by : [Signature] Don Sirkin
Signature (Print Name)

Name of Principal: VALLEY UTILITIES WATER CO INC

Name of Oblige: ARIZONA CORPORATE COMMISSION

Descriptions(s): EMERGENCY INTERIM SURCHARGE

Location (if applicable): ARIZONA

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington and having its principal office in Seattle, King County, Washington does by these presents make, constitute and appoint ROMAN A. OKONOWSKI OF MESA AZ, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the bond(s) and/or other documents incidental thereto described above; and to bind the Company thereby as fully and to the same extent as if each such bond, or other documents incidental thereto was signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by the authority of the following resolutions adopted by the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY on September 10, 2001.

RESOLVED that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to appoint Attorneys-in-Fact for and on behalf of the Company with the power and authority to sign on behalf of the Company those surety bonds or undertakings of suretyship which may from time to time be approved by the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company; provided, however, that no Attorney-in-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$15,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if the contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$15,000,000. An Attorney-in-Fact may also be authorized by Power of Attorney to execute any consent or other document incidental to said bond or undertaking, provided such document does not obligate the Company in excess of the limit set forth above. In no event shall any Attorney-in-Fact have any authority to sign any document or otherwise bind the Company in any way in connection with a claim on a surety bond or undertaking.

RESOLVED FURTHER that each Power of Attorney must set forth the specific description of the surety bond or undertaking to which it applies, the name of the principal, the name of the obligee, the penal sum, the bond number (except for a bid bond where there is no number), the identifying number of the Attorney-in-Fact, and the identifying number of the Power of Attorney. The Attorney-in-Fact shall not be authorized to obligate Company for surety bond or undertaking specified in the Power of Attorney (including any consents or other documents incidental to the surety bond or undertaking) for more than the penal sum specified in the Power of Attorney.

RESOLVED FURTHER that the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company is authorized to establish a specific expiration date for the Power of Attorney and to modify that date from time to time as the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company deems necessary in his/her sole discretion; the applicable expiration date is to be clearly set forth in any written Power of Attorney.

RESOLVED FURTHER that all previous resolutions by the Board of Directors authorizing the Chief Executive Officer, President, Chief Financial Officer, Secretary or any Vice President of the Company to appoint Attorneys-in-Fact for and on behalf of the Company remain in full force and effect; and that if a Power of Attorney based on this resolution is attached to a bond (for example, a bid bond), and a Power of Attorney based on another Board of Directors resolution is attached to another bond (for example, a performance and payment bond), it shall not affect the validity of either Power of Attorney or Bond.

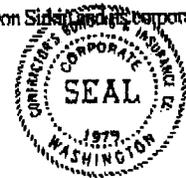
RESOLVED FURTHER that this Limited Power of Attorney containing this and the foregoing resolutions and the signatures of the President, Secretary, and Notary Public, and the corporate and Notary seals appearing hereon, are generated, stored and transmitted electronically, and therefore appear in printed form only at recipient's fax machine. This fax printed Limited Power of Attorney document and the signatures and seals appearing hereon therefore are, and shall be deemed originals in all respects.

RESOLVED FURTHER that the Company acknowledges the applicability of the Electronic Signatures in Global and National Commerce Act to this Limited Power of Attorney and that the signatures of the President, Secretary and Notary Public and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission may be, or may be by facsimile or other means of electronic or electro-mechanical transmission or reproduction; and any such Limited Power of Attorney shall be deemed an original in all respects.

IN WITNESS WHEREOF CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by Don Sirkin, its corporate seal to be hereto affixed 9/9/2002.

By: [Signature]
 Don Sirkin, President

CONTRACTORS BONDING AND INSURANCE COMPANY



STATE OF WASHINGTON - COUNTY OF KING

On 9/9/2002, personally appeared DON SIRKIN to me known to be the representative of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
 Notary Public in and for the State of Washington, residing at Seattle

The undersigned acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand, at Phoenix, AZ this 28 day of JUN 2008

[Signature] R. Kirk Eland, Secretary

Loan Agreement

between

Water Infrastructure Finance Authority of Arizona
(the "Authority")

and

Valley Utilities Water Company, Inc.

(the "Local Borrower")

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of December 21, 2007

**WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA
LOAN AGREEMENT**

This Loan Agreement (as it may be amended or supplemented from time to time, this "Agreement") is made and entered into as of the date set forth below by and between Borrower and Lender set forth below.

This Loan Agreement includes the attached Exhibits and Continuing Security Agreement. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and Continuing Security Agreement.

Section 1. Party Names And Addresses.

Borrower:	Valley Utilities Water Company, Inc.
Borrower Mailing Address:	6808 North Dysart Rd. Ste 112 Glendale, Arizona 85307 623-935-1100 623-935-7321
Attention:	Robert L. Prince, President
Borrower Business Office Address:	6808 North Dysart Rd., Ste.112 Glendale, Arizona 85307
Lender:	Water Infrastructure Finance Authority of Arizona
Lender Address:	1110 West Washington Street, Suite 290 Phoenix, Arizona 85007
Attention:	Executive Director

Section 2. Loan Information. The terms of the Loan include the terms set forth in the Exhibits and Continuing Security Agreement, which are part of this Agreement:

Exhibit A	Financial Assistance Terms and Conditions
Exhibit B	Technical Terms and Conditions
Exhibit C	Reporting Requirements
Exhibit E	Limits on Additional Indebtedness without Lender Consent
Exhibit F	Form of Promissory Note

Section 3. The Loan. Subject to the terms and conditions of this Agreement, Lender agrees to make the Loan to Borrower by means of one or more advances ("Advances") in an aggregate principal amount not to exceed the Loan Amount (the "Commitment"). The unadvanced portion of the Commitment shall expire on but not include the earliest of (i) the date on which the Loan

has been fully advanced by Lender, or (ii) the first Principal Repayment Date set forth in the Exhibit A. The obligation of Borrower to repay the Loan is evidenced by the Promissory Note in the form attached hereto as Exhibit F, dated of even date herewith, of Borrower payable to Lender, as it may be amended, modified, extended, renewed, restated, or supplemented from time to time (the "Note"). In the event of a conflict between the Note and this Agreement, the terms of this Agreement shall be deemed controlling. The Loan shall not constitute a revolving loan, and amounts repaid may not be reborrowed.

The parties agree that full repayment of the loan is initially scheduled to occur within not more than twelve months from the date of the loan in recognition of the provisions of the Arizona Revised Statutes that provide that the Borrower may not issue evidences of indebtedness payable at periods of more than twelve months except when authorized by an order of the Arizona Corporation Commission (the "ACC"). The Borrower agrees to use its best efforts to obtain an order of the ACC authorizing this loan to be payable over a term of 20 years, and if, but only if, authorized by an order of the ACC, the unpaid principal of this loan shall become payable from the date of the authorizing ACC order in equal monthly payments of principal and interest over a term of 20 years with interest at the rate of six and four tenths of one percent (6.4%) per annum in accordance with a payment schedule prepared by the Lender and delivered to the Borrower. The Borrower agrees to execute and deliver to the Lender any additional agreements and documents as the Lender shall request to evidence and confirm the conversion of the loan to a 20 year term. If and to the extent that it is determined by a court of competent jurisdiction or by the ACC that inclusion of this paragraph in this loan agreement violates the provisions of law referred to above, then this paragraph shall be deemed stricken and this loan agreement shall be construed as if this paragraph were not included.

Section 4. Advances. Lender may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. In making Advances, Lender shall be entitled to rely upon, and shall incur no liability to Borrower in acting upon, any request made by a person identifying himself or herself as one of the persons authorized by Borrower to request Advances. Advances of the Loan will be made only upon satisfaction of the conditions set forth in this Agreement, including the following:

(a) Lender has received a draw request from Borrower, in form and substance satisfactory to Lender, not less than ten (10) days prior to the date for which such Advance is requested, specifying the amount and purpose of the Advance requested. Lender will furnish an acceptable form of draw request to Borrower. Lender may revise the form of draw request from time to time.

(b) Except as hereinafter provided, disbursements shall be made only upon certification of an authorized officer of Lender that such disbursement is proper. An authorized officer of Lender shall approve disbursements in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence directly to the persons or entities entitled to payment or to Borrower in the case of reimbursement for costs of services already paid, and shall provide Borrower with a copy of the approval and the date approved.

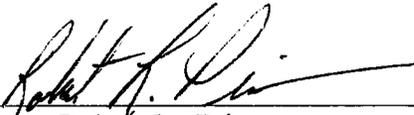
(c) Lender has received such other items or documents as Lender may reasonably require.

Section 5. Payment Of Principal, Interest And Fees. The outstanding principal balance of the Loan, together with all unpaid accrued interest due under the Note, shall be paid by "automatic debit" from the Borrower Deposit Account. The Borrower Deposit Account shall be a Demand Deposit Account in the name of the Borrower, Account Number _____ [to be determined by 5/30/2008] maintained with Chase Bank. Borrower shall cause monthly payments to be made by direct debit to the Lender in accordance with routing instructions within Exhibit A.

IN WITNESS WHEREOF, the Authority and Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hererof.

DATED as of December 21, 2007.

Valley Utilities Water Company, Inc.

By: 
Name: Robert L. Prince
Title: President

Water Infrastructure Finance Authority of Arizona

By: 
Executive Director

Water Infrastructure Finance Authority Requisition 1, Page 1 of 4
Certifications & Signatures
Valley Utilities Water Company, Inc.
920131-07

This disbursement request is made in accordance with the Loan Agreement between the Water Infrastructure Finance Authority and the Borrower.

Borrower Certifications

The Borrower hereby states as follows:

1. The amount requested is a proper cost of the project, which is unpaid or unreimbursed and which has not been the basis of any previous request.
2. The materials, equipment, labor or services represented by this request have been satisfactorily purchased, performed, or received and applied to the project and under the terms and provisions of the contracts related to the project, the Borrower is required to make such payments.
3. As of the date of this request, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time, would constitute an Event of Default thereunder.
4. The undersigned are dully authorized to submit this disbursement request.

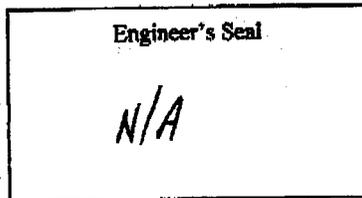
By 
Dated 3-10-08

By _____
Dated _____

Engineer Certifications

The Engineer certifies that the amounts requested constitute proper costs of the project; that the materials, equipment, labor, and services represented by the invoices have been satisfactorily purchased, received, and applied to the project in accordance with contract documents; that payment is in accordance with the contract provisions and that the construction, to date, complies with the contract documents. This certification is not applicable to administrative costs.

By _____
Dated _____



Title _____
Firm _____

Approvals by the Water Infrastructure Finance Authority

By _____
Controller

Date _____

By _____
Environmental Program Specialist

Date _____

Water Infrastructure Finance Authority Requisition 1, Page 2 of 4
Cost Incurred Report and Disbursement Request
Valley Utilities Water Company, Inc.
920131-07

Type of Request: Final Partial

Period Covered: from (m/d/y) to (m/d/y)

Borrower Contact & Address:
 Valley Utilities Water Company, Inc.
 6808 North Dysart Rd, Suite 112
 Glendale, Arizona 85307

Wire Transfer Instructions (Optional):

Bank Name:
 Bank ABA Number:
 Account Number:

Contact: Robert L. Prince
 Phone #: (623) 935-1100
 FAX #: (623) 935-7321

Attention:
 Phone #:

Attach statements, invoices, or other proof that the amount requested below is currently due or has been advanced by the Borrower.

Request by Budget Item (1)	Budget as per Loan (2)	Previously Disbursed (3)	This Request (4)	Total To Date (5) = (4) + (3)	Total as % of Budget (6) = (5) / (2)
Planning	0.00				%
Design & Engineering	0.00				%
Legal/Debt Authorization	0.00				%
Financial Advisor	0.00				%
Land/System Acquisition	0.00				%
Equipment/Materials	0.00				%
Construction/Installation/Improvement	250,000.00	-0-	60,708. ⁰⁰	60,708. ⁰⁰	24 %
Inspection & Construction Management	0.00				%
Project Officer	0.00				%
Administration	0.00				%
Staff Training	0.00				%
Capitalized Interest	0.00				%
Other	0.00				%
Total Requested	250,000.00	-0-	60,708	60,708. ⁰⁰	24 %

Water Infrastructure Finance Authority Requisition 1, Page 3 of 4
MBE/WBE/SBRA Report
Valley Utilities Water Company, Inc.
920131-07

Reporting Requirements (data entered in Columns A and B in the table below)

- Report on any procurement related to this disbursement request. "Procurement" means the acquisition through order, purchase, lease or barter of supplies, equipment, construction, or other services.
- Within Column A of the table below, report on any contractor, subcontractor, or vendor that provided goods or services related to this disbursement request.
- The total amount entered at the bottom of Column B must total the amount requested on page 2 of this request.

Product/Service Codes (codes for Column C in the table below)

3 = Construction 4 = Manufacturing 5 = Transportation 6 = Supplies & Equipment, Wholesale
 7 = Supplies & Equipment, Retail 9a = Business Services 9b = Professionals Services
 9c = Other Services 10 = Other/Misc

Definitions (definitions for terms in Columns D, E, and F in the table below)

- **MBE - Minority Business Enterprise:** A business concern that is at least 51% owned by one or more minority individuals and whose daily business operations are managed and directed by one or more of the minority owners.
- **WBE - Women Business Enterprise:** A business concern that is at least 51% owned by one or more women and whose daily business operations are managed and directed by one or more of the women owners.
- **SBRA - Small business in a Rural Area:** A business concern that is physically located outside any standard metropolitan statistical area.

Disbursement Request by Contractor/Subcontractor/Vendor

Contractor/Subcontractor/Vendor Name & Address (A)	\$ Amount (B)	Product/ Service Code (See Codes above) (C)	MBE (D)	WBE (E)	SBRA (F)
weber Group, L. C.	60,708. ⁰⁰	3			
Total of Column B must equal request on Page 2, Column 4 of this Requisition	60,708.⁰⁰				

Water Infrastructure Finance Authority Requisition 1, Page 4 of 4
Project Status Report
Valley Utilities Water Company, Inc.
920131-07

Section 1: Overall Project Progress

1. Describe work completed since previous requisition:

Rig has been mobilized, conductor pipe set and casing delivered.

2. Delays or Stop Work Notices? (select one) ● No ○ Yes (If yes, explain)

3. Change Orders? (select one) ● No ○ Yes (If yes, explain)

4. Is the project on schedule with the project design? (select one) ● Yes ○ No (If No, explain)

5. Have you contacted WIFA for required observations? ● Yes ○ No (If No, explain)

Visits can be made at any time.

Section 2: Materials or Equipment

1. Did you request loan proceeds on Page 2 of this Requisition for equipment or materials?

○ No ● Yes (If yes, describe equipment or materials.)

Casing.

2. Is project progress affected by a lack of equipment or materials? ● No ○ Yes (If yes, explain.)

3. Will you request equipment or materials on the next Requisition? ● No ○ Yes (If yes, describe equipment or materials.)

Sold To: VALLEY UTILITIES WATER CO, INC
ATTN: BOB PRINCE
8808 N. DYSART RD., # 112
GLENDALE, AZ 85307

Date: 03/07/08
Job Number: 7311-000
Completion Date: PAY REQUEST # 1
Salesperson: GREG SIMPSON
Terms: NET 30 DAYS
Customer PO: BOB PRINCE
Sales Tax Code: AZ MAR

Description: WELL # 6

DESCRIPTION	SALES CD	TX	QUANTITY	PRICE	AMOUNT
WELL # 6 - REPLACEMENT DRILL REPLACEMENT WELL:					
PER ATTACHED PAY REQUEST # 1	GO	TX	1.00	58,320.00	58,320.00

Net Invoice: 58,320.00
Sales Tax: 2,368.20

Invoice Total: 60,708.20

1 Richard L. Sallquist (002677)
SALLQUIST & DRUMMOND, P.C.
2 4500 S. Lakeshore Drive, Suite 339
Tempe, Arizona 85282
3 Telephone: (480) 839-5202
Fax: (480) 345-0412
4 Attorneys for Valley Utilities Water Company, Inc.

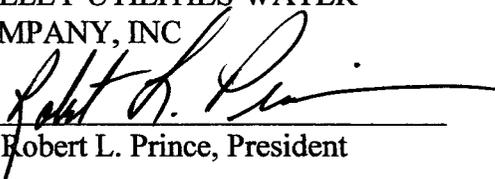
5 **BEFORE THE ARIZONA CORPORATION COMMISSION**

6 IN THE MATTER OF THE APPLICATION)
OF VALLEY UTILITIES WATER) DOCKET NO. W-01412A-07-560
7 COMPANY, INC. FOR AN EMERGENCY)
RATE INCREASE AND AUTHORITY TO)
8 IMMEDIATELY IMPLEMENT A WELL)
SURCHARGE.)
9)
10 IN THE MATTER OF THE APPLICATION) DOCKET NO. W-1412A-07-0561
OF VALLEY UTILITIES WATER)
11 COMPANY, INC. FOR AUTHORITY TO) **AFFIDAVIT OF MAILING**
ISSUE ADDITIONAL COMMON STOCK.)

12 STATE OF ARIZONA)
)ss
13 County of Maricopa)

- 14 1. I am Robert L. Prince, President of Valley Utilities Water Company, Inc. My business
15 address is 6808 N. Dysart Road, Glendale, Arizona 85307.
- 16 2. On March 13, 2008, I caused the Staff approved form Notice attached hereto as
17 Attachment 1 and incorporated herein by reference for all purposes, to be mailed by
18 first class mail, postage prepaid, to all customers of record of the Company.
- 19 3. Further affiant sayeth naught.

20 DATED this 13th day of March, 2008.

21 VALLEY UTILITIES WATER
22 COMPANY, INC
23 By: 
Robert L. Prince, President

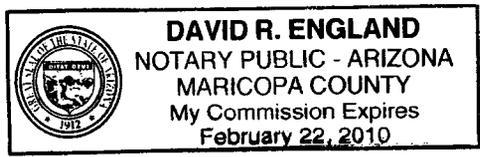
1 The foregoing instrument was acknowledged before me this 13th day of March, 2008, by

2 Robert L. Prince.

3
4 
5 Notary Public

6 My Commission Expires:

7 2/22/2010



8 Original and ten copies of the
9 foregoing filed this 14th day
10 of March, 2008:

11 Docket Control
12 Arizona Corporation Commission
13 1200 West Washington
14 Phoenix, Arizona 85007

15 Copies of the foregoing Hand Delivered this 14th
16 day of March, 2008 to:

17 Hearing Division
18 Arizona Corporation Commission
19 1200 West Washington
20 Phoenix, Arizona 85007

21 Legal Division
22 Arizona Corporation Commission
23 1200 West Washington
Phoenix, Arizona 85007

Utilities Division
Arizona Corporation Commission
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