



ORIGINAL

RECEIVED

William Meyer
13709 Forked Trail
Prescott, Arizona 86305

2008 SEP 23 A 9:30
AZ CORP COMMISSION
DOCKET CONTROL

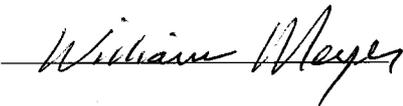
Arizona Corporation Commission
Mike Gleason, Chairman
Jeff Hatch-Miller, Commissioner
William A. Mundell, Commissioner
Kristin K. Mayes, Commissioner
Gary Pierce, Commissioner

Re: Docket No. W-02824A-07-0388

Dear Commissioners:

Please find enclosed my comments that I would like to make to the Water Service Agreement recently docketed by ICR Water Users Association on September 12, 2008 in conjunction with ICR Water Users Association Rate Case, Docket No. W-02824A-07 0388. Although I am a member of the Board of Directors of ICR Water Users Association, the attached comments represent my concerns as a member of the Association and I do not speak for the Board.

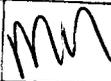
Respectfully submitted this 22nd day of September, 2008,

By: 

William Meyer
13709 N. Forked Trail
Prescott, AZ 86305

Arizona Corporation Commission
DOCKETED

SEP 23 2008

DOCKETED BY 

WATER SERVICE AGREEMENT ISSUES

Docket No. W-02824A-07-0388

On April 18, 2008 ICR Water Users Association (ICRWUA) and Talking Rock Golf Club, LLC (TRGC) entered into a non-binding Letter of Understanding (LOU). The LOU was intended to provide the basis for negotiations that would result in an agreement between the two parties that would resolve and settle concerns over their existing agreements and at the same time address compliance issues with regard to Decision 64360, the Arizona Corporation Commission's (Commission) 2002 decision that extended ICRWUA's service area to include the Talking Rock sub-division. The new agreement would reportedly make TRGC a customer of ICRWUA and bring them under the jurisdiction of the Commission by means of a special contract that would incorporate the terms and conditions set forth in the LOU. The LOU was signed by all five members of ICRWUA's Board of Directors (Board).

On September 12, 2008 ICRWUA docketed an agreement between them and Harvard, Talking Rock Land, L.L.C., and Talking Rock Golf Club, L.L.C. (the latter three collectively known as the Talking Rock Parties) with the Commission. ICRWUA stated that the agreement, now known as the Water Service Agreement (WSA) is intended to: (1) resolve and settle concerns over existing agreements and compliance by ICRWUA with Decision 64360; (2) supersede, replace and terminate existing agreements between the parties, except for certain provisions specifically identified therein; and (3) govern the parties' relationship from the time of final Commission approval, if obtained, until the expiration of the WSA according to its terms and conditions.

Although the LOU was signed by all five members of the Board, the WSA was only signed by the Board's President.

As a member of the Board I supported the LOU. I believe, however, that the WSA strongly favors the Talking Rock Parties to the detriment of ICRWUA's membership. It does not settle compliance issues with Decision 64360. The following discussion presents my opinion and concerns with regard to the WSA solely as a member of ICRWUA. I am not speaking for the Board. My decision to not support the WSA obviously made it impossible for all five members of the Board to sign the document.

Although a stated purposes of the WSA is to resolve and settle concerns over ICRWUA's compliance with Decision 64360 there is no discussion of what these concerns are in the WSA or how the document resolves them. Fundamentally, rather than addressing compliance issues with regard to Decision 64360, the most basic objectives of the WSA are; 1) the establishment of a rate that the Talking Rock Parties will pay for ICRWUA's delivery of water from ICRWUA's wells that is significantly below that paid by ICRWUA's residential customers for the term of the WSA, i.e., 35 years, 2) the removal of the Commission from its State mandated role of setting the rate over the term of the WSA after approval of the initial rate, and 3) to provide the Talking Rock Parties a principle role in setting their own rate during the life of the agreement.

The WSA states that the rate the Talking Rock Parties will pay ICRWUA for water delivered to the golf course will allow ICRWUA to recover its cost of service plus an appropriate operating margin, but, in actuality, the rate is not designed to accomplish this and almost assuredly will be less than cost alone. The initial rate will not meet cost for the year the WSA would become valid if approved by the Commission; and the method of setting the rate over time does not account for

increases that ICRWUA will incur for electric power, operation, equipment maintenance, repair, and replacement, depreciation and general accounting to name some of the major areas where the WSA is lacking. ICRWUA's residential customers will have to pick up the shortfall.

Because Arizona State Law empowers the Commission as the entity that sets water rates, including the rate paid for water delivered to a golf course, the WSA requires Commission approval. Rates set by the Commission are designed to protect the public's interest while at the same time allowing ICRWUA to meet its financial requirements. Although, as discussed below, the WSA requires Commission approval of the initial rate paid for water delivered to the golf course, it thereafter removes the Commission from any input, oversight, or approval of the rate or changes in the rate for the remaining 35 year life of the WSA. The removal of the Commission from its mandated role and the protection this role provides to ICRWUA's residential customers is a principle and fundamental goal of the WSA. This objective is definitely not in the best interest of ICRWUA's membership. As stated, the WSA provides the Talking Rock Parties a principle role in setting their own rates over the 35 years, another arrangement that is definitely not in the best interest of ICRWUA's membership.

Another part of the agreement further increases ICRWUA's cost without a means for being fully reimbursed. The WSA allows the Talking Rock Parties to connect additional wells and/or additional transmission facilities owned by any of the Talking Rock Parties to ICRWUA's Talking Rock water system. Water from the wells will be used to irrigate the golf course. Despite the intended use and despite the ownership of these facilities by the Talking Rock Parties, ICRWUA has agreed to operate, test, inspect, repair and maintain these facilities at ICRWUA's sole expense over the life of the WSA even though these cost are unknown. In return, ICRWUA is granted the right to pump the additional well(s) and withdraw groundwater without any charge to ICRWUA for the groundwater withdrawn, as long as such pumping does not interfere with the use of the Additional wells by the Talking Rock Parties. Not only is ICRWUA's potential use of the water limited in this regard, ICRWUA doesn't even know if extra water will be available since the yield from these wells is unknown. Finally, as discussed below, ICRWUA doesn't need this water. The WSA allows ICRWUA to charge the same rate for water from these wells as it will charge for water from its own wells, but this rate will not allow ICRWUA to recover its cost because the rate does not incorporate the cost associated with the additional wells and transmission facilities.

In effect, and despite the fact that the intended use of the water obtained from the additional wells is to irrigate the golf course, the Board has agreed to accept financial responsibility for operating, testing, inspecting, repairing and maintaining the additional wells and transmission facilities that are owned by the Talking Rock Parties without knowledge of the cost associated with this commitment and without a means to be fully reimbursed by the Talking Rock Parties for incurring this unknown cost. The Board has also agreed to this unknown cost without knowledge of the actual yield of the additional wells and, therefore, without knowledge of whether any extra water for ICRWUA is actually available; all in order to obtain the potential, but restricted use of a water supply it does not need. Once again, ICRWUA's residential customers will have to pick up the shortfall.

BACKGROUND

On June 26, 2007 ICRWUA filed an application for a rate increase with the Commission. On January 8, 2008 a member of ICRWUA was granted intervener status claiming, among other things, that ICRWUA had failed to comply with some of the requirements imposed by Decision 64360. Among the principal issues being reviewed by the Commission as a result of the intervention are: 1) whether the rate that Talking Rock Golf Club, L.L.C (TRGC) is paying ICRWUA for water the latter delivers from its wells for irrigation of the golf course is the rate required by the 2002 decision; and, 2) whether Harvard Simon I, L.L.C. (Harvard) appropriately transferred two wells it had drilled for the purpose of supplying water to the Talking Rock sub-division to ICRWUA as required by Decision 64360, thereby giving ICRWUA ownership and control of its own water supply with which to meet the domestic demand of the sub-division. Harvard ultimately transferred two wells, but the intervener's position is that they are not the correct wells.

On March 14, 2008 Commission staff filed amended testimony to the rate case stating that ICRWUA had failed to charge the Commission approved rate for water delivered to the golf course in the rate case test year (2006). According to the staff, this failure resulted in lost income to ICRWUA of \$114,290. The staff's testimony therefore agrees with one of the positions taken by the intervener. If the staff's amended testimony is adopted by the Commission, ICRWUA would have failed to charge TRGC the correct rate from 2003, when ICRWUA first began supplying the golf course water to the present time, thereby resulting in a loss of several hundreds of thousands of dollars or more to ICRWUA.

Commission staff also filed additional amended testimony on March 14, 2008 stating that ICRWUA had not complied with the requirement for transferring well ownership. Initially the non-compliance issue related to the timing of the transfer of the second well, but it has apparently grown to include a concern related to whether improper constraints were placed on the amount of water that ICRWUA may withdraw from the two transferred wells; and, it may also include the question of whether the appropriate wells were transferred, i.e., the question raised by the intervener.

Slightly more than two weeks after the filing of staff's amended testimony, TRGC on April 3, 2008 asked for and was granted intervener status in the rate case on the basis that it had a direct and substantial interest in the proceeding. On April 16, 2008 ICRWUA asked for a delay in the rate case to allow ICRWUA and TRGC time to negotiate an agreement that reportably would address the compliance issues and other issues that have come out of the rate case. These negotiations led first to the LOU and then to the WSA.

SOURCE OF WATER FOR THE TALKING ROCK SUB-DIVISION

On January 15, 2002 the Commission extended ICRWUA's service area to include the Talking Rock sub-division even though ICRWUA did not own a source of water for meeting the water demand of the sub-division. In light of this fact the Commission's decision included a requirement for the Developer of Talking Rock, Harvard, to transfer ownership of the wells it had drilled for this purpose to ICRWUA. The Commission's requirement for transfer of well ownership was to ensure that ICRWUA had an adequate water supply for its customers in the

extension area and to ensure that ICRWUA was not subject to relying for their water on a third party over which the Commission lacked jurisdiction. Failure on the part of Harvard and ICRWUA to transfer ownership of the wells would render the Commission's decision null and void without further notice.

ICRWUA's source of water for the Talking Rock sub-division is the Talking Rock well field that consists of three wells, all of which were drilled by Harvard. Ownership of two of these wells (wells 2 and 3), both drilled after Decision 64360 was transferred to ICRWUA. TRGC owns well 1. Although ICRWUA owns wells 2 and 3, it is limited by the Bill of Sale for each well in the amount of water that can be pumped for residential or domestic purposes. Well 1 is the best well of the three and the only well of the three in existence on January 15, 2002 when Decision 64360 was rendered.

Well 1 is one of two wells that Decision 64360 required Harvard to transfer ownership of to ICRWUA. Some argue that this is not the case; that Decision 64360 did not require Harvard to transfer ownership of well 1 and that the transfer of ownership of wells 2 and 3 to ICRWUA meets the requirement of Decision 64360. This conclusion doesn't make sense, however, because it would mean that Decision 64360 required Harvard to transfer ownership of wells that did not exist and that the Commission expected ICRWUA to meet the newly created demand of the Talking Rock sub-division with the same non-existent wells.

That the requirement of Decision 64360 to transfer well ownership of the wells Harvard had drilled to ICRWUA included well 1 is fully supported by a series of documents. The Commission staff report dated August 2, 2001 on ICRWUA's application for an extension of its service area to include the Talking Rock sub-division states that Harvard had drilled a well that would be used to supply ICRWUA customers at Talking Rock. Production capacity of the well is stated to be 525 gallons per minute (gpm). This same well is referenced by its capacity in the Findings of Facts (FOF 20) associated with Decision 64360. It is further identified by its productive capacity (525 gpm) in the Well Agreement (an agreement between ICRWUA, Harvard, and TRGC that was signed by the three parties on February 25, 2003. The Well Agreement was submitted to the Commission on March 7, 2003 but was never approved) as Production well 1. Finally, the WSA provides the location of all three wells in the Talking Rock well field by their number. Given its number, the driller's reports showing the date each well was drilled, and the geologic log for the wells provided in the driller's reports there can be no question that the only well owned by Harvard at the time of Decision 64360 was well 1. It is not possible to identify the second well that Harvard stated it owned during the proceedings for Decision 64360 and that the decision required Harvard to transfer to ICRWUA; but the Commission's required transfer of ownership of this well was intended to provide ICRWUA with a back-up well that it still does not have. The inability to identify the second well results from the fact that, despite its testimony, Harvard only owned one well at the time of Decision 64360, i.e., well 1 located in the Talking Rock well field.

Another factor that has come into play during the rate case that was brought forward by the original intervenor is that the Talking Rock well field as a whole cannot meet the combined golf course and residential demand at the Talking Rock subdivision at all times of the year, at or near full build-out of Talking Rock. This conclusion is based on the results of a hydrologic test conducted at the well field by ICRWUA and Harvard in October 2007 and the water demand of the golf course during the pre-monsoon period that last from about April to mid-July.

Per the Well Agreement, ICRWUA is obligated to allow TRGC to use wells 2 and 3 to, at least in part, meet its needs for irrigation of the golf course and to meet construction demand, while TRGC is not obligated to provide ICRWUA access to well 1 in the event of a domestic water shortage. The results of the October 2007 well field test have, therefore, given rise to the question of priority of water use from the well field. The Commission in its deliberations prior to rendering Decision 64360 was also concerned with the question of priority of water use and apparently believed that the issue was resolved by the transfer of ownership of the wells required by Decision 64360.

The restriction on the amount of water that ICRWUA can withdraw from wells 2 and 3 results from the fact that the state of Arizona grants a land owner the right to pump groundwater from that land for a beneficial purpose, but it does not convey this right to the owner of a well on that land if the owner of the well is someone other than the land owner. Although TRGC transferred ownership of two wells to ICRWUA, the former retained ownership of the land and therefore retained control of the water from the wells. In order to protect their golf course, TRGC restricted the amount of water that ICRWUA can pump from the two transferred wells. This restriction, obviously fails to comply with Decision 64360 since it does not provide ICRWUA with ownership and control of its own water supply.

TRANSFER OF WELL OWNERSHIP, REMOVAL OF PUMPING CONSTRAINTS ON WELLS 2 AND 3, AND PRIORITY OF WATER USE

The WSA provides for the transfer of ownership of well 1 to ICRWUA thereby giving ICRWUA ownership of all three wells in the Talking Rock well field. Although the ownership of well 1 is transferred, the WSA does not transfer land ownership. Instead it provides ICRWUA the perpetual right to withdraw water from the three wells.

The WSA provides for the removal of the constraints on pumpage from well 2 and 3 and assigns priority of water use at the well field to residential demand; although the well field will still be used to meet the demands of the golf course and construction needs by TRGC.

Although the above steps are in the right direction with regard to the interest of ICRWUA's membership, they are steps that are actually required in Decision 64360. If the Commission enforces the requirements of 64360, this part of the WSA is not necessary. Also the transfer of ownership and the removal of restriction are predicated on Commission approval of the WSA. Without this approval neither occurs. Also without this approval, ICRWUA will remain in violation of Decision 64360 with regard to the transfer of ownership of the appropriate wells required in the Decision.

TRANSFER OF OTHER ASSESTS

The WSA:

- Requires the transfer of all infrastructure constructed to serve Talking Rock within 30 days of the effective date of the WSA.
- This requirement does not allow ICRWUA sufficient time to properly inspect and test completed infrastructure as required and agreed to in Section 5a of the Main Extension Agreement (MXA) an agreement that was approved by the Commission.

- Allows ICRWUA, at its sole discretion, to characterize utility infrastructure provided by the Talking Rock Parties as either AIAC or CIAC, provided that no less than thirty percent (30%) of plant advanced or contributed is characterized as advances in aid of construction. This condition is in direct conflict with the condition on this subject in the LOU that the Board presented to its membership.
- Removes Sections 10 thru 13 from the MXA.
 - Section 11 assigns all risk of loss with respect to the facilities constructed by the Developer of Talking Rock to the Developer and holds ICRWUA, its officers, directors, employees, and agents harmless for, from, and against all claims or other liability arising out of or related to Developers construction of these facilities until ICRWUA has issued a written notice of acceptance of the facilities.
 - Section 12(a) states ICRWUA shall have no obligation to accept and operate the facilities to be constructed by the developer in the event that Developer fails to make any payment provided for in the MXA, fails to complete the construction and installation of the facilities in accordance with their plans and specifications or otherwise fails to comply with any terms and conditions of the MXA in any material respect.
 - Section 12© requires ICRWUA to provide water service to the golf course for landscape irrigation, the filling of lakes and other non-potable purposes, but only upon receipt of Developers written request at which time such service would be provided consistent with the rules and regulations of the Commission and ICRWUA's approved rates.
- The removal of the above Sections is not in the best interest of ICRWUA's membership and does not allow the Board to meet its fiduciary responsibility to the membership.

PAYMENT FOR WATER DELIVERY

The WSA defines two separate payments that set TRGC's cost for ICRWUA's delivery of water to TRGC; a fixed System Reservation Charge that last over the initial ten years of the agreement and a Commodity charge.

The WSA incorrectly states that the Commodity charge is designed in a manner intended to allow ICRWUA to recover its cost of service plus an appropriate operating margin. As discussed below this is not the case. The WSA also incorrectly states that the rates and rate design established in the WSA are specifically subject to Commission approval, and are subject to modification and adjustment during the term of the agreement as set forth in the WSA. The latter sentence is misleading, in that, as explained below, the WSA perpetually removes the Commission from approving the rate through time once it provides its initial approval. Following this the WSA allows the Talking Rock Parties to play a principle role in setting their own rate through time.

The WSA:

- Sets the Commodity rate based on ICRWUA's Cost of Service Study (COSS) filed in Docket No. W-02824A-07-0388 of the Rate Case and the 2006 volume of water delivered through the Talking Rock water system to TRGC. The first year Commodity rate obtained from this analysis is \$1.00 per thousand gallons.
- Statements in the WSA notwithstanding, the WSA removes the requirements for TRGC to pay its actual pro rata share of annual pumping, treatment and other water delivery related cost plus an appropriate reserve margin.
 - The WSA ignores the fact that ICRWUA's actual cost for the Talking Rock water system are not known for the year 2006 and therefore the COSS used to set the Commodity rate is deficient on its face.
 - ICRWUA's actual cost for 2006 is subject to change given that the value of the infrastructure operated by ICRWUA in that year is still being determined. Existing data indicates significantly higher infrastructure cost than used in ICRWUA's Cost of Service Study.
 - Even assuming that cost for 2006 were accurately known, cost for 2006 will be significantly lower than those for 2009, the year the WSA would presumably become viable, should the Commission approve it. Basing the initial Commodity rate on 2006 cost automatically precludes ICRWUA from charging TRGC a rate that recovers TRGC's pro-rate share of cost and an appropriate margin for 2009 or for whatever year the WSA would become viable.
 - Instead of setting a value for the Commodity rate over time that is based on actual cost plus an appropriate reserve margin for each year, the initial rate is subject to an annual adjustment based on the average annual Consumer Price index.
 - Instead of increasing the Commodity rate based on the actual cost plus a margin that would result from new requirements for water treatment not in force today, or from contamination of the well field, the WSA calls for an "equitable" adjustment based on the volume of water delivered during the most recent three year rolling average. The "equitable" adjustment is computed by the Board and Talking Rock Parties. The Commission is excluded from approving the adjustment.
 - The WSA allows for an adjustment in the Commodity rate based on a new COSS on or after the seventh (7th) anniversary of the effective date of the Agreement at the request of either ICRWUA or the Talking Rock Parties. The selection of a Certified Public Accountant to conduct the COSS and any adjustment in the Commodity charge based on it requires mutual agreement between the parties. Once again, the Commission is excluded from approving the adjustment.
 - The WSA remains in effect for 35 years. It stipulates, however, that should ICRWUA and TRGC fail to mutually agree on a Commodity rate after the expiration date, TRGC will only have to pay the Commission's set rate for irrigation water regardless of ICRWUA's actual cost.
- ICRWUA's membership was told at the June 3, 2008 membership meeting that the Commodity rate would be subject to approval by the Commission, but **the WSA perpetually removes the Commission from approving the rate through time once it provides its initial approval while it allows TRGC to play a principle role in setting its own rate through time.**

- The loss of Commission approval through time is extremely detrimental to ICRWUA's membership and extremely prejudicial to TRGC's interest. Needless to say the ability of TRFC to play a principle role in setting the rate through time is also extremely detrimental to ICRWUA's membership and extremely prejudicial to TRGC's interest.

Water Supply:

The WSA entitles TRGC to connect Additional wells and/or Additional transmission facilities owned by any of the Talking Rock Parties to ICRWUA's Talking Rock water system provided that such use does not unreasonably interfere with ICRWUA's operations. Water delivered from the Additional wells through ICRWUA's Talking Rock water system will be charged the Commodity rate.

The WSA further requires that the Additional wells and facilities will be:

- Operated, tested, inspected, repaired and maintained by ICRWUA at ICRWUA's sole expense even though TRGC retains ownership of the Additional wells and/or facilities.
- In return ICRWUA is granted the right to pump any Additional Well(s) and withdraw groundwater subject to the terms of the WSA without any charge to ICRWUA for the groundwater withdrawn, as long as such pumping does not interfere with the use of the Additional wells by the Talking Rock Parties.

The WSA ignores the facts that:

- With ICRWUA's ownership of all three wells at the Talking Rock well field and domestic use having priority, the October 2007 well field test shows that ICRWUA will have more than sufficient capacity to meet the domestic demand of the Talking Rock sub-division plus back-up capability and does not need the potential, but WSA limited availability of water from the Additional wells.
- That the Commodity rate specified in the WSA is based on ICRWUA's cost of delivering water from the three wells in the Talking Rock well field, not from the Additional wells with or without water from the Talking Rock well field. Because the Additional wells will be further removed from the Talking Rock sub-division than those in the Talking Rock well field, the cost associated with delivering water from the former well field will, by perforce, be greater than that incurred from the latter well field.
- That the cost associated with ICRWUA's agreement to operate, test, inspect, repair and maintain the Additional wells and transmission facilities are unknown.
- That the yield or productive capacity of the Additional wells is unknown.
- That priority of water use from the Additional wells is for the Talking Rock Parties.

In essence, ICRWUA has agreed to accept financial responsibility for operating, testing, inspecting, repairing and maintaining the Additional wells and transmission facilities that are owned by the Talking Rock Parties without knowledge of the cost associated with this commitment, without knowledge of the actual yield of the Additional wells, and without a means to be reimbursed by the Talking Rock Parties for incurring this unknown cost, all in order to obtain potential, but restricted use of a water supply it does not need.

Other Considerations

Other terms and conditions stated in the WSA that are of benefit to the Talking Rock Parties at the expense of ICRWUA's membership include, but are not necessarily limited to the following sections of the WSA.

The Well Agreement, Section 9 of the WSA:

The WSA states that ICRWUA and the Talking Rock Parties agree that the MXA, as amended, and Well Agreement, as amended, are valid and remain in full force and effect until the Effective Date of WSA.

ICRWUA is under the jurisdiction of the Commission and can only charge a rate for the delivery of water to whatever entity that is approved by the Commission. The Well Agreement was not approved by the Commission but it sets rates for water that ICRWUA delivers to the golf course that are less than Commission approved rates as required in the MXA, and as many, including Commission staff contend, is required by Decision 64360. ICRWUA's policy of using the Well Agreement to set TRGC's rate is inappropriate and should be immediately stopped. ICRWUA's failure to charge the approved Commission rate has cost ICRWUA's membership hundreds of thousands of dollars in lost revenue.

Term, Section 11 d of the WSA:

This section states that: "The initial term ("Initial Term") of this Agreement shall be thirty five (35) years commencing upon the Effective Date as defined in Section 11(c) above. Thereafter, the Parties may agree to extend this Agreement and seek additional ACC approval, if necessary, to extend the Initial Term. If the Parties do not mutually agree to extend the Initial Term, then this Agreement shall expire at the end of the Initial Term and ICRWUA shall thereafter bill the Talking Rock Parties for all water delivered at the then currently applicable tariffed rates and charges approved by the ACC for Landscape Irrigation, Lake Fill and other like non-potable purposes."

In effect the section controls the rate that the Talking Rock Parties will pay for water delivered to the golf course beyond the 35 year term of the WSA into perpetuity without any consideration of the actual cost that ICRWUA may have for delivering this water and without any input or approval from the Commission. Factors that might increase cost above that for irrigation water include power cost, new treatment requirements not now in existence, and treatment due to well field contamination to name a few.

Force Majeure, Section 14 c of the WSA:

This part of the WSA does not provide protection to ICRWUA for failure, default, or delay in performing any of its obligations in the WSA due to interference by civil authorities, passage of laws, orders of the court; adoption of rules or ordinances; acts, failures to act, decisions or orders or regulations of any governmental or military body or agency, office or commission. In other words, ICRWUA is not protected from any future actions stated above, including any future

action by the Commission with regard to the terms of the WSA, whereas the Talking Rock Parties are. Despite the other difficulties with the Well Agreement, this protection for each party to the agreement is contained within it. Certainly failure to include this protection for ICRWUA in the WSA is not in the best interest of ICRWUA's membership.

William Meyer
13709 Forked Trail
Prescott Arizona
928 777 9133