

**ORIGINAL**



0000089712

**GLIEGE LAW OFFICES, PLLC**  
P.O. Box 1388  
Flagstaff, AZ 86002-1388  
(928) 226-8333  
(928) 606-5260 cell

RECEIVED

2008 OCT 15 A 10:10

AZ CORP COMMISSION  
DOCKET CONTROL

**John G. Gliege (#003644)**  
**Attorney for the Complainant**

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**BRENT WEEKES,**  
**Complainant,**  
**v.**  
**PINE WATER COMPANY, an Arizona**  
**Corporation**  
**Respondent.**

**DOC**  
W-03512A-07-0019  
W-03512A-06-0407  
W-03512A-06-0613  
W-03512A-07-0100

**MOTION FOR SUMMARY ADJUDICATION**

COMES NOW BRENT WEEKES {the "Complainant"} by and through his attorney undersigned and submits the following request that the Hearing Officer, pursuant to *Arizona Administrative Code § R14-3-110*, issue an Opinion and Order in conformance with the Stipulation and Settlement Agreement attached hereto entered into by and between the Complainant Brent Weekes and Respondent Pine Water Company disposing of this case and forwarding the same to the full Corporation Commission for action thereon.

There is no reason to justify any delay in concluding these proceedings which have been settled, the Stipulation having been filed in the Docket in the foregoing matter. Any delay in the conclusion of this matter merely prejudices all parties to the agreement. It is thus respectfully requested that this matter be brought to conclusion in the most expeditious manner possible.

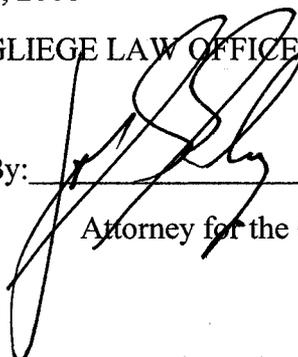
Respectfully submitted this 2<sup>nd</sup> day of October, 2008

GLIEGE LAW OFFICES, PLLC

Arizona Corporation Commission

**DOCKETED**

OCT 15 2008

By: 

Attorney for the Complainant

DOCKETED BY 

1 Original and 13 copies mailed/delivered  
2 This 14<sup>th</sup> day of August, 2008 to:

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

7 Copies of the foregoing mailed/delivered  
8 This 14<sup>th</sup> day of August, 2008 to:

9 Kevin O. Torrey  
10 Attorney, Legal Division  
11 Arizona Corporation Commission  
12 1200 W. Washington Street  
13 Phoenix, AZ 85007  
14 [ktorrey@azcc.gov](mailto:ktorrey@azcc.gov)

15 Christopher Kempley, Chief Counsel  
16 Legal Division  
17 Arizona Corporation Commission  
18 1200 W. Washington Street  
19 Phoenix, AZ 85007

20 Ernest G. Johnson, Director  
21 Utilities Division  
22 Arizona Corporation Commission  
23 1200 W. Washington Street  
24 Phoenix, AZ 85007

25 Jay L. Shapiro  
26 Fennemore Craig  
27 3003 North Central Ave. Ste 2600  
28 Phoenix, AZ 85012-2913  
29 [JSHAPIRO@fclaw.com](mailto:JSHAPIRO@fclaw.com)

David W. Davis, ESQ.  
Turley, Swan & Childers, P.C.  
3101 N. Central, Suite 1300  
Phoenix, AZ 85012-2643  
[ddavis@tsc-law.com](mailto:ddavis@tsc-law.com)

Robert M. Cassaro  
PO Box 1522  
Pine, AZ 85544

William F. Haney  
3018 E. Mallory St.  
Mesa, AZ 85213

Barbara Hall  
PO Box 2198  
Pine, AZ 85544

## SETTLEMENT AGREEMENT

This Settlement Agreement made and entered into this 28 day of March, 2008, by and between Brent Weekes {hereinafter "Weekes"} and Pine Water Company {hereinafter "PWCo"} (collectively "the Parties")

WHEREAS, WEEKES has filed a complaint with the Arizona Corporation Commission requesting that certain property, the legal description of which was attached to said complaint, be deleted from the Certificate of Convenience and Necessity ("CC&N") of Pine Water Company to provide domestic water service; and

WHEREAS, the Parties are interested in resolving this matter between them; and

WHEREAS, the Parties both recognize that the ultimate decision on deletion of property from the CC&N of Pine Water Company lies with the Arizona Corporation Commission ("ACC");

THEREFORE, THE PARTIES HEREBY STIPULATE COVENANT AND AGREE THAT:

1. In consideration of the payment of \$50,000.00 plus \$5,000 for attorney's fees associated with this settlement and preparation of the associated agreements, the negotiations and future proceedings, and in consideration of the Parties and Timber Ridge Holdings, LLC, which is owned and controlled by Weekes, concurrently entering into a Water Sharing and Wheeling Agreement to provide for the transportation of Weekes' water from the well or wells owned by Weekes to the property described in the Complaint of Weekes filed herein, Exhibit A attached hereto and incorporated herein by reference, PWCo stipulates and agrees that it will no longer object to the request for deletion by WEEKES of the property, as the same was described in the Complaint filed by Weekes herein before the Arizona Corporation Commission. The amounts due by Weekes to PWCo shall be paid by cashier's check as follows: \$15,000 to be paid upon execution of this Settlement Agreement and \$40,000 on or before May 15, 2008, or upon issuance of an order by the ACC deleting Weekes' property from PWCo's CCN, whichever occurs first.
2. PWCo agrees that it will not, in any forum, jurisdiction, or before any court, legislative body, administrative body object to the inclusion of the property referenced above in any domestic water improvement district already existing or to be formed pursuant to Title 48, Chapter 6, Article 1 and 4, *Arizona Revised Statutes* and the provision of domestic water service to such property by such an entity or similar municipal corporation having the powers to provide domestic water service.

*Dee*

3. PWCo agrees that the compensation paid herein shall be the just compensation pursuant to *Arizona Revised Statutes §9-516* which WEEKES, or any existing or yet to be formed domestic water improvement district would be required to pay pursuant to *Arizona Revised Statutes §48-909 D*, and Pine is not entitled to and further waives any further payment under such statute or the laws of the State of Arizona.
4. The Parties agree that in the existing proceeding before the ACC that the stipulation of even date executed by the parties shall be submitted to the ACC, along with a copy of this Settlement Agreement and the Water Sharing and Wheeling Agreement and that neither shall place any further evidence before the ACC regarding the deletion of this territory and further that PWCo shall seek to withdraw all objections to the deletion of the property described herein.
5. This agreement is binding upon the successors and assigns of the parties hereto.
6. Any breach of this settlement obligation will void and terminate any obligation on PWCo, and its shareholders and affiliates, to wheel water under the Water Sharing and Wheeling Agreement between the Parties of even date herewith, or obligation of Weekes or Timber Ridge Holdings, LLC to provide water pursuant to the aforementioned agreement. In the event of such breach, the parties agree that both parties will be in the same position existing prior to the execution of this agreement, with the exception of payments made by Weekes herein or PWCo under the Water Sharing and Wheeling Agreement, but including, without limitation, the application of any moratoria on water service or other restrictions presently imposed upon Pine Water Company by the Arizona Corporation Commission.

EXECUTED THIS 28 day of March, 2008 by the parties hereto.

PINE WATER COMPANY

BRENT WEEKES

1 **GLIEGE LAW OFFICES, PLLC**  
2 **P.O. Box 1388**  
3 **Flagstaff, AZ 86002-1388**  
4 **(928) 226-8333**

5 **John G. Gliege (#003644)**  
6 **Stephanie J. Gliege (#022465)**  
7 **Attorneys for the Complainants**

8 **BEFORE THE ARIZONA CORPORATION COMMISSION**

9 **RAYMOND R. PUGEL AND JULIE B.**  
10 **PUGEL, husband and wife as trustees of THE**  
11 **RAYMOND R. PUGEL and JULIE B. PUGEL**  
12 **FAMILY TRUST,**  
13 **and**  
14 **ROBERT RANDALL and SALLY RANDALL,**  
15 **husband and wife**  
16 **Complainants,**

17 **v.**  
18 **PINE WATER COMPANY, an Arizona**  
19 **Corporation**  
20 **Respondent..**

**DOCKET NO. W-03512A-06-0407**

21 **ASSET TRUST MANAGEMENT, CORP.**  
22 **Complainants,**

23 **v.**  
24 **PINE WATER COMPANY, an Arizona**  
25 **Corporation**  
26 **Respondent.**

**DOCKET NO. W-03512A-06 -0613**

27 **JAMES HILL and SIOUX HILL, husband and**  
28 **wife and as trustees of THE HILL FAMILY**  
29 **TRUST,**  
30 **Complainants,**

31 **v.**  
32 **PINE WATER COMPANY, an Arizona**  
33 **Corporation**  
34 **Respondent.**

**DOCKET NO. W-03512A-07-0100**

1 **BRENT WEEKES,**  
2 **Complainants,**  
3 **v.**  
4 **PINE WATER COMPANY, an Arizona**  
5 **Corporation**  
6 **Respondent.**

**DOCKET NO. W-03512A-07-0019**

**STIPULATION**

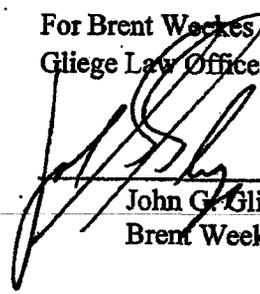
7 Complainant Brent Weekes {Weekes} and Pine Water Company hereby stipulate and agree that  
8 the property set forth in the complaint of Weekes, known as the Timber Ridge Subdivision may be  
9 deleted from the Certificate of Convenience and Necessity of the Pine Water Company.

10 Executed this 28<sup>th</sup> day of March 2008.

11 For Pine Water Company  
12 Fennemore Craig

For Brent Weekes  
Gliedge Law Offices PLLC

13  
14   
15 Jay Shapiro, Attorney for  
Pine Water Company

14   
15 John G. Gliedge, Attorney for  
Brent Weekes

1 ORIGINAL and nineteen (19) copies  
2 of the foregoing Stipulation  
3 filed this 1st day of April, 2008:

4 Docket Control  
5 Arizona Corporation Commission  
6 1200 W. Washington St.  
7 Phoenix, AZ 85007

COPY of the foregoing mailed  
this 1st day of April, 2008 to:

John G. Gliege  
Stephanie J. Gliege  
Gliege Law Offices, PLLC  
P.O. Box 1388  
Flagstaff, AZ 86002-1388

8 COPY of the foregoing hand delivered  
9 this 1st day of April, 2008 to:

10 Dwight D. Nodes  
11 Assistant Chief Administrative Law Judge  
12 Arizona Corporation Commission  
13 1200 W. Washington Street  
14 Phoenix, AZ 85007

David W. Davis  
Turley, Swan & Childers, P.C.  
3101 N. Central Avenue, Suite 1300  
Phoenix, AZ 85012

15 Kevin Torrey  
16 Legal Division  
17 Arizona Corporation Commission  
18 1200 West Washington  
19 Phoenix, Arizona 85007

Robert M. Cassaro  
P.O. Box 1522  
Pine, AZ 85544

20 Christopher Kempley  
21 Legal Division  
22 Arizona Corporation Commission  
23 1200 West Washington  
24 Phoenix, Arizona 85007

Barbara Hall  
P.O. Box 2198  
Pine, AZ 85544

25 Ernest Johnson, Director  
26 Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

William F. Haney  
3018 E. Mallory Street  
Mesa, AZ 85213

*Maria San Jose*  
2048283.175206.010