

ORIGINAL



0000089713

1 **GLIEGE LAW OFFICES, PLLC**
2 **P.O. Box 1388**
3 **Flagstaff, AZ 86002-1388**
4 **(928) 226-8333**
5 **(928) 606-5260 cell**

RECEIVED

2008 OCT 15 A 10:10

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

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

8 **BEFORE THE ARIZONA CORPORATION COMMISSION**

9 **BRENT WEEKES,**
10 **Complainant,**
11 **v.**
12 **PINE WATER COMPANY, an Arizona**
13 **Corporation**
14 **Respondent.**

15 **DOC**
16 **W-03512A-07-0019**
17 **W-03512A-06-0407**
18 **W-03512A-06-0613**
19 **W-03512A-07-0100**

20 **MOTION FOR SUMMARY ADJUDICATION**

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

27 There is no reason to justify any delay in concluding these proceedings which have been settled,
28 the Stipulation having been filed in the Docket in the foregoing matter. Any delay in the conclusion of
29 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.

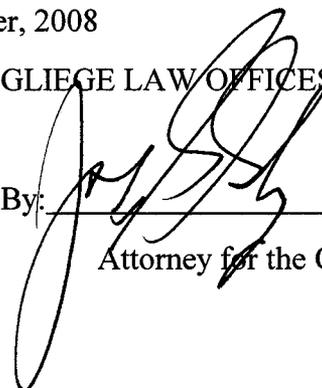
Respectfully submitted this 2nd day of October, 2008

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 14th 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 14th 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

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

30 David W. Davis, ESQ.
31 Turley, Swan & Childers, P.C.
32 3101 N. Central, Suite 1300
33 Phoenix, AZ 85012-2643
34 ddavis@tsc-law.com

35 Robert M. Cassaro
36 PO Box 1522
37 Pine, AZ 85544

38 William F. Haney
39 3018 E. Mallory St.
40 Mesa, AZ 85213

41 Barbara Hall
42 PO Box 2198
43 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.

See

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

BRENK 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 28th day of March 2008.

11 For Pine Water Company
12 Fennemore Craig

13
14 _____
15 Jay Shapiro, Attorney for
16 Pine Water Company

For Brent Weekes
Gliege Law Offices PLLC

17
18
19
20
21
22
23
24
25
26
27
28
29

John G. Gliege, 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

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

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

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

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

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

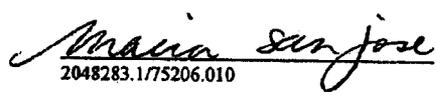
John G. Gliedge
Stephanie J. Gliedge
Gliedge Law Offices, PLLC
P.O. Box 1388
Flagstaff, AZ 86002-1388

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

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

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

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


2048283.175206.010