

OPEN MEETING AGENDA



Phoenix Area & Northern Arizona
16847 E. Parkview Suite 201
Fountain Hills, AZ 85268
Phone (480) 836-1110

www.allwestenergy.com
Fax (480) 247-5699
ROC 226427



0000109987

P.O. BOX 1970
Florence, AZ 85132
Phone (520) 868-0700

De

ORIGINAL

April 7, 2010

Mr Ray Williamson
Arizona Corporate Commission
1200 W. Washington Avenue
Phoenix, AZ 85007

RECEIVED

APR 09 2010

AZ CORP COMM
Director Utilities

Re: Docket# E-01345A-09-0338

Dear Ray:

Regarding my telephone call to you, I was made aware of the changes by APS at 10:AM on Tuesday, April 1, 2010. I understand the reasons for APS to be asking for changes to their rebate program however I do not feel that it is fair to go back retroactively to customers who signed agreements to purchase solar systems while the \$3.00 per watt was in force

I had two customers who signed Allwest Energy contracts on March 27, 2010 after putting deposits down on March 23, 2010. I also had two customers who signed contracts on March 30, 2010 thinking that they were getting \$3.00 per watt.

At the time of these contract signings, we had no idea that APS was going to change the rebate amount.

I will attach the contracts along with bank deposit slips that show that these deals were completed before the announcement.

Thank you for your help and consideration in this matter.

Sincerely yours,

Charles D. Miller
Allwest Energy

RECEIVED

2010 APR -9 P 1:58

AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED

APR - 9 2010

DOCKETED BY
ICIC MM



AllWest Energy
PO Box 1576
Florence, AZ 85232
(520) 868-0700
License ROC226427

Contractor Installation, terms, conditions and price, agreement.
Grid Interactive Solar system

For: Kathleen Chamberlain

[REDACTED]
[REDACTED]

Solar Array and Mounting structure

Approximately 4140 watt solar array \$

pitched with asphalt shingle

Power Equipment

Includes PVP 3500-240 inverter with 10 year manufacture's warranty and all necessary components to complete a fully functional grid interactive solar electric system.

Installation

Includes complete installation of all components as described on quotation in a workman like manner to complete a fully functional solar system. Commissioned and approved by the utility and municipal authorities.

Other Notes

- 1- Structural engineering and improvement is not included but is occasionally required.
- 2- Electrical panel upgrade is not included but may occasionally be required.
- 3- Final system design is subject to change if required by proper authority having jurisdiction or due to product availability.
- 4- Price of permit is not included and will be added to invoice.
- 5- Cost of items one through four above will be added to invoice and will be due with first payment due after additional cost are incurred. If change results in a credit it will be added to invoice immediately.

Price* \$ **21,996.37**

Complete price for system described above pending final design.

Approximate Utility Rebate \$ **10,998.19**

AllWest Energy does not guarantee that customer's utility will pay this amount for the installation of the above solar system. Customer's utility has the sole discretion on this matter. Payment or non payment of the this amount by customer's utility does not change the terms of payment due to AllWest Energy.

Payment Terms*

Down Payment of \$1000.00 will commence this agreement.** \$ **1,000.00**

Second Payment of 10% percent due when utility reservation is received.** \$ **2,199.64**

Third payment of contract balance minus previous payments and rebate due prior to delivery of major components.** \$ **7,798.54**

This amount can be assigned to Allwest Energy.

Final payment due when system passes utility inspection and is commissioned.** \$ **10,998.19**

* Allwest will accept personal checks, cashiers checks, money orders or cash for payments.

**All payments must be received by AllWest Energy no more than five days from date due and will accrue interest at the rate of .06575% per day starting on the sixth day and will continue daily until payment is received.



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Warranty

All the major components of this system are warranted by the manufacture of the item. The manufacturers warranty is for parts only. The warranties do not include labor or freight needed to receive warranty service. AllWest Energy will provide warranty service labor for a period of 60 months from system installation date, for residential installations, on items warranted by a manufacture of systems components. The Company Makes no representations or warranties of any kind hereunder, express or implied, including, without limitation, any purpose with respect to its performance of any services or provision of any goods hereunder. The Company Makes no representations or warranties of any kind in regards to the suitability of this system for purchasers needs.

Limitation of Liability

Company's entire liability arising out of its performance under this agreement shall be limited to claims directly attributable to Company's gross negligence or willful misconduct. In no event shall company, its employees or agents be liable to customer for loss of profits or any other special, indirect, cosmetic, roof, structure, water damage, or consequential damage, however caused, resulting from company's performance hereunder.

Termination

If either Party shall at any time commit any material breach of any covenant or warranty under this Agreement and shall fail to cure the same within 30 days following written notice thereof, the non-breaching Party may terminate this Agreement, in whole or in part. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

Assignment

This Agreement and the rights, duties, and obligations hereunder may not be assigned or delegated by any Party without the prior written consent of the Company.

Modification, Waiver and Severability

This Agreement may not be modified or supplemented except by written instrument signed by the Parties. No waiver of any default or breach hereof shall be deemed a waiver of any other default or breach thereof. If any part of this Agreement is declared void and/or unenforceable, such part shall be deemed severed from this Agreement which shall remain in full force and effect.

Governing Law and Venue

This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice of law provisions thereof. Venue for any dispute arising hereunder shall be any court of competent jurisdiction located in Pinal County, Arizona

Entire Agreement

This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.



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Counterparts

This Agreement may be executed in any number of counterparts, all or which taken together shall constitute one and the same Agreement.

Titles and Captions

Titles or captions contained in this Agreement are inserted for convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

Expenses and Attorney's Fees

In the event of a breach or threatened breach of any term or provision of this Agreement, the non-breaching party shall be entitled to all of its remedies available at law or in equity, unless otherwise limited in this Agreement, and in addition shall be entitled to be reimbursed for all of its reasonable costs and expenses in enforcing this Agreement (if successful), including, but not limited to, reasonable attorney's fees. This section shall survive termination or expiration of this Agreement for any reason.

Force Majeure

Neither Party shall be liable to the other for failure to perform its obligations hereunder to the extent such failure results from causes beyond its reasonable control, including strikes, climatic conditions, acts of God, governmental laws, regulations, orders or requirements, interruptions of power or unavailability of equipment or supplies.

Notices

All notices under this Agreement shall be in writing and shall be given to the Parties thereto by personal service (including receipted confirmed facsimile), or by certified or registered mail return receipt requested, or by recognized overnight courier service, to the Parties at the Addresses set forth below. All notices shall be deemed given upon the actual receipt thereof.

In Home Sale or Service Notice of Cancellation

You may cancel this transaction, without any penalty or obligation, within three business days from the date originally signed. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Allwest Energy, Inc PO Box 1576, Florence, AZ 85232

By signii Kathleen Chamberlain
that the [redacted]

Custom [redacted]
Name: [signature]
Phone: [redacted]

By: _____
Print Name KATHLEEN Chamberlain Date 3/30/10

The Company:
AllWest Energy
PO Box 1576
Florence, AZ 85232
(520) 868-0700
License ROC226427

By: [signature]
Print Name CHARLES D. MILLER
Title: SALES MGR

Arizona
STATE
CREDIT UNION

OFFICIAL CHECK

CHECK NO: 1103199

2355 W. Pinnacle Peak Rd. Phoenix, AZ 85027
1-800-871-1098
OFFICES THROUGHOUT ARIZONA

03/25/10

Southwest Corporate FCU, 5801 Parkwood Blvd.
Plano, TX 75024-7188 88-9051/3119

PAY FOURTEEN THOUSAND ONE HUNDRED NINETY-THREE
AND
50/100 DOLLARS

AMOUNT
\$ ****14,193.50

DRAWER: ARIZONA STATE
CREDIT UNION

TO THE ORDER OF ALLWEST ENERGY
RE: ALBERT BEVINS

David E. Pass
AUTHORIZED SIGNATURE



⑈ 1103199 ⑈ ⑆ 311990511 ⑆ 11350311910575 ⑈

Current USA, Inc. 1-800-848-2848 www.CurrentCatalog.com

Mark H Chamberlain
Kathleen A Chamberlain

91-532/1221
EZShield™ Check
Fraud Protection

Date 3.30.10

Pay to the order of *All West Energy* \$ 1000.00
David E. Pass
Dollars

NATIONAL BANK OF ARIZONA

For *Contract signed*

PRINTED ON RECYCLED PAPER USING VEGETABLE OIL

Contract signed 3/30/10
Check deposited 3/30/10

SE CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE

Open a Home Equity Line of Credit
Consolidate Your Debt,
Remodel your home, Pay for college
Acct# [redacted] Personal Banker Tony [redacted]
Call 1.800.800.LOAN

My Transaction Summary

Transaction #64
Account Number Ending In: 705
Checking Deposit \$15,193.5

Further review may result in delayed
availability of this deposit

JPMorgan Chase Bank, N.A.
Estrella & Van Buren, Branch 000054
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
03/30/2010 14:46

Business Date 03/30/2010
Session #32

Thank you - Alexandra
Cashbox #03



AllWest Energy
 PO Box 1576
 Florence, AZ 85232
 (520) 868-0700
 License ROC226427

Contractor installation, terms, conditions and price, agreement.
Grid Interactive Solar system

For: Charles & Pam Wodrich

[REDACTED]
 [REDACTED]

Solar Array and Mounting structure

Approximately 5148 watt solar array Sharp SRS Mount

pitched with cement S tile

Power Equipment

Includes PVP 4800-240 inverter with 10 year manufacture's warranty and all necessary components to complete a fully functional grid interactive solar electric system.

Installation

Includes complete installation of all components as described on quotation in good workman like manner to complete a fully functional solar system. Commissioned and approved by the utility and municipal authorities.

Other Notes

- 1- Structural engineering and improvement is not included but is occasionally required.
- 2- Electrical panel upgrade is not included but may occasionally be required.
- 3- Final system design is subject to change if required by proper authority having jurisdiction or due to product availability. Panels, panel layout or inverter will only be changed if customer agrees to changes.
- 4- Price of permit is not included and will be added to invoice.
- 5- Cost of items one through four above will be added to invoice and will be due with first payment due after additional cost are incurred. If change results in a credit it will be added to invoice immediately.

Price*

Complete price for system described above pending final design. \$ 26,762.20

Approximate Utility Rebate

AllWest Energy does not guarantee that customer's utility will pay this amount for the installation of the above solar system. Customer's utility has the sole discretion on this matter. Payment or non payment of the this amount by customer's utility does not change the terms of payment due to AllWest Energy.

\$ 13,381.10

Payment Terms*

Down Payment of \$1000.00 will commence this agreement.** \$ 1,000.00 *PD #2885*

Second Payment of 10% percent due when utility reservation is received.** \$ 2,676.22

Third payment of contract balance minus previous payments and rebate due prior to delivery of major components.** \$ 9,704.88

Rebate amount for this payment can be assigned to Allwest Energy.**

Final payment due when system passes utility inspection and is commissioned.** \$ 13,381.10

* Allwest will accept personal checks, cashiers checks, money orders or cash for payments.

**All payments made by customer must be received by Allwest Energy no more than five days from date due and will accrue interest at the rate of .06575% per day starting on the sixth day and will continue daily until payment is received.



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Warranty

All the major components of this system are warranted by the manufacture of the item. The manufacturers warranty is for parts only. The warranties do not include labor or freight needed to receive warranty service. AllWest Energy will provide warranty service labor for a period of 60 months from system installation date, for residential installations, on items warranted by a manufacture of systems components. The Company Makes no representations or warranties of any kind hereunder, express or implied, including, without limitation, any purpose with respect to its performance of any services or provision of any goods hereunder. The Company Makes no representations or warranties of any kind in regards to the suitability of this system for purchasers needs.

Limitation of Liability

Company's entire liability arising out of its performance under this agreement shall be limited to claims directly attributable to Company's gross negligence or willful misconduct. In no event shall company, its employees or agents be liable to customer for loss of profits or any other special, indirect, cosmetic, roof, structure, water damage, or consequential damage, however caused, resulting from company's performance hereunder.

Termination

If either Party shall at any time commit any material breach of any covenant or warranty under this Agreement and shall fail to cure the same within 30 days following written notice thereof, the non-breaching Party may terminate this Agreement, in whole or in part. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

Assignment.

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Modification, Waiver and Severability

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Titles and Captions

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Expenses and Attorney's Fees

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Force Majeure

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In Home Sale or Service Notice of Cancellation

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By signii Charles & Pam Wodrich
that the [redacted]

Custom [redacted]
Name: _____

Phone: _____

By: Pamela J. Wodrich
Print Name PAMELA J. Wodrich

The Company:
AllWest Energy
PO Box 1576
Florence, AZ 85232
(520) 868-0700
License ROC226427

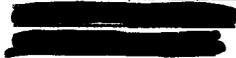
By: [Signature]
Print Name CHARLES D. MILLER
Title: SALES MGR
Date 3/27/10



AllWest Energy
 PO Box 1576
 Florence, AZ 85232
 (520) 868-0700
 License ROC226427

Contractor installation, terms, conditions and price, agreement.
Grid Interactive Solar system

For: Dwayne & Mary Sargent



Solar Array and Mounting structure

Approximately 5148 watt solar array Sharp SRS Mount

pitched with cement S tile

Power Equipment

Includes PVP 4800-240 inverter with 10 year manufacture's warranty and all necessary components to complete a fully functional grid interactive solar electric system.

Installation

Includes complete installation of all components as described on quotation in a workman like manner to complete a fully functional solar system. Commissioned and approved by the utility and municipal authorities.

Other Notes

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Price* \$ 26,762.20

Complete price for system described above pending final design.

Approximate Utility Rebate \$ 13,381.10

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Down Payment of \$1000.00 will commence this agreement.** \$ 1,000.00 *20# 218*

Second Payment of 10% percent due when utility reservation is received.** \$ 2,676.22

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By signii Dwayne & Mary Sargent
that the [redacted]

Custom [redacted]
Name: _____

Phone: _____

By: Dwayne Sargent
Print Name DWAYNE SARGENT

The Company:
AllWest Energy
PO Box 1576
Florence, AZ 85232
(520) 868-0700
License ROC226427

By: [Signature]
Print Name CHARLES D. MITTER
Title: SALES MGR
Date 3/27/10

DWAYNE SARGENT 09-05
MARY L. SARGENT

91-234
1221
704144888

DATE

3/23/10

PAY TO THE ORDER OF

All West Energy

\$ 1000

One thousand & no/100

DOLLARS



Security Features Included. Details on Back.

BANKONE.

JPMorgan Chase Bank, N.A.
Phoenix, Arizona 85073

MEMO

Solar deposit

Mary Sargent



W

*Barbara J. Woodruff
Charles W. Woodruff*

PAY TO THE ORDER OF

All West

\$ 1,000.00

one thousand & no/100

0/100

DOLLARS



Security Features Included. Details on Back.

DESERT SCHOOLS
FEDERAL CREDIT UNION
desertschools.org

FOR

Barbara J. Woodruff



CHASE

Open a Home Equity Line of Credit
Consolidate Your Debt.
Remodel your home, Pay for college
Talk to a Personal Banker Today or
Call 1.800.800.LOAN

My Transaction Summary

CHASE

Transaction #29
Account Number Ending In: 7057
Checking Deposit \$2,000.00

CHASE

Further review may result in delayed
availability of this deposit

CHASE

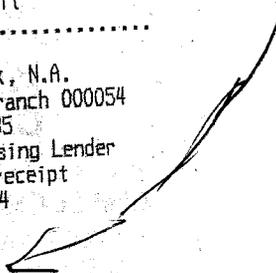
JPMorgan Chase Bank, N.A.
Estrella & Van Buren, Branch 000054
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
03/29/2010 10:34

Business Date 03/29/2010
Session #14

Thank you - Barbara
Cashbox #02

*Checks deposited on
3/29/10*

*Contracts signed
3/27/10*





AllWest Energy
PO Box 1576
Florence, AZ 85232
(520) 868-0700
License ROC226427

Contractor installation, terms, conditions and price, agreement.
Grid Interactive Solar system

For: **Bob & Cheryl Skummer**

Solar Array and Mounting structure

Approximately 5400 watt solar array \$ -

pitched with cement S tile

Power Equipment

Includes SMA SB5000US inverter with 10 year manufacture's warranty and all necessary components to complete a fully functional grid interactive solar electric system.

Installation

Includes complete installation of all components as described on quotation in a workman like manner to complete a fully functional solar system. Commissioned and approved by the utility and municipal authorities.

Other Notes

- 1- Structural engineering and improvement is not included but is occasionally required.
- 2- Electrical panel upgrade is not included but may occasionally be required.
- 3- Final system design is subject to change if required by proper authority having jurisdiction or due to product availability.
- 4- Price of permit is not included and will be added to invoice.
- 5- Cost of items one through four above will be added to invoice and will be due with first payment due after additional cost are incurred. If change results in a credit it will be added to invoice immediately.

Price* \$ 27,085.69

Complete price for system described above pending final design.

Approximate Utility Rebate \$ 13,542.85

AllWest Energy does not guarantee that customer's utility will pay this amount for the installation of the above solar system. Customer's utility has the sole discretion on this matter. Payment or non payment of the this amount by customer's utility does not change the terms of payment due to AllWest Energy.

Payment Terms*

Down Payment of \$1000.00 will commence this agreement.** \$ 1,000.00

Second Payment of 10% percent due when utility reservation is received.** \$ 2,708.57

Third payment of contract balance minus previous payments and rebate due prior to delivery of major components.** \$ 9,834.27

Final payment due when system passes utility inspection and is commissioned.** \$ 13,542.85

* Allwest will accept personal checks, cashiers checks, money orders or cash for payments.

**All payments must be received by AllWest Energy no more than five days from date due and will accrue interest at the rate of .06575% per day starting on the sixth day and will continue daily until payment is received.



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Warranty

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Limitation of Liability

Company's entire liability arising out of its performance under this agreement shall be limited to claims directly attributable to Company's gross negligence or willful misconduct. In no event shall company, its employees or agents be liable to customer for loss of profits or any other special, indirect, cosmetic, roof, structure, water damage, or consequential damage, however caused, resulting from company's performance hereunder.

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This Agreement may be executed in any number of counterparts, all or which taken together shall constitute one and the same Agreement.

Titles and Captions

Titles or captions contained in this Agreement are inserted for convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

Expenses and Attorney's Fees

In the event of a breach or threatened breach of any term or provision of this Agreement, the non-breaching party shall be entitled to all of its remedies available at law or in equity, unless otherwise limited in this Agreement, and in addition shall be entitled to be reimbursed for all of its reasonable costs and expenses in enforcing this Agreement (if successful), including, but not limited to, reasonable attorney's fees. This section shall survive termination or expiration of this Agreement for any reason.

Force Majeure

Neither Party shall be liable to the other for failure to perform its obligations hereunder to the extent such failure results from causes beyond its reasonable control, including strikes, climatic conditions, acts of God, governmental laws, regulations, orders or requirements, interruptions of power or unavailability of equipment or supplies.

Notices

All notices under this Agreement shall be in writing and shall be given to the Parties thereto by personal service (including receipted confirmed facsimile), or by certified or registered mail return receipt requested, or by recognized overnight courier service, to the Parties at the Addresses set forth below. All notices shall be deemed given upon the actual receipt thereof.

In Home Sale or Service Notice of Cancellation

You may cancel this transaction, without any penalty or obligation, within three business days from the date originally signed. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Allwest Energy, Inc PO Box 1576, Florence, AZ 85232

By signii Bob & Cheryl Skummer
that the [redacted]

Customer Name: [redacted]
Robert Skummer

Phone: [redacted]

By: _____

Print Name Bob Skummer

The Company:
AllWest Energy
PO Box 1576
Florence, AZ 85232
(520) 868-0700
License ROC226427

By: *C. D. Miller*

Print Name C. D. Miller

Title: SALES MGR

Date 3/30/10

ROBERT R. SKUMMER

19-854 3308
1250
5753551174

DATE 3/30/10

Dep
3/31/10

P All West Energy
AY TO THE ORDER OF
One Thousand

\$ 1000⁰⁰

DOLLARS



Wells Fargo Bank Northwest, N.A.
1201 Pacific Avenue
Tacoma, WA 98402
www.wellsfargo.com



MEMO

Deposit

Robert R. Skummer

MP

+1: [Redacted MICR line]

Contract signed
3/30/10
7:30 PM

CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE CHASE

Open a Home Equity Line of Credit
Consolidate Your Debt,
Remodel your home, Pay for college
Talk to a Personal Banker Today or
Call 1.800.800.LOAN

My Transaction Summary

Transaction #61
Account Number Ending In: 7057
Checking Deposit \$4,563.10

Further review may result in delayed
availability of this deposit.

JPMorgan Chase Bank, N.A.
Estrella & Van Buren, Branch 000054
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
03/31/2010 12:48

Business Date 03/31/2010
Session #28

Thank you - Barbara
Cashbox #02