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ORIGINAL

- KRISTIN K. MAYES, Chairman
- GARY PIERCE
- SANDRA D. KENNEDY
- PAUL NEWMAN
- BOB STUMP

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE FORMAL COMPLAINT OF CHARLES J. DAINS AGAINST RIGBY WATER COMPANY

DOCKET NO. W-01808A-09-0137

NOTICE OF FILING TESTIMONY

BRYAN CAVE LLP
TWO NORTH CENTRAL AVENUE, SUITE 2200
PHOENIX, ARIZONA 85004-4406
(602) 364-7000

Rigby Water Company hereby files the following document:

- 1. Direct Testimony of Fred T. Wilkinson on Behalf of Rigby Water Company.

RESPECTFULLY SUBMITTED this 20th day of August, 2010.

Arizona Corporation Commission

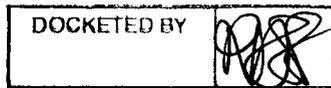
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By

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 Attorneys for Rigby Water Company



ORIGINAL and 13 copies of the foregoing filed this 20th day of August, 2010 with:

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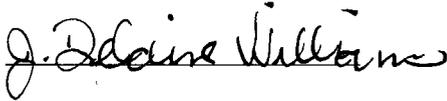
3 Yvette B. Kinsey, Esq.
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9 Director, Utilities Division
10 Arizona Corporation Commission
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17 Phoenix, AZ 85007

18 COPY of the foregoing mailed and e-mailed
19 this 20th day of August, 2010, to

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1 **COMMISSIONERS**

2 **KRISTIN K. MAYES, Chairman**

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7
8 **BEFORE THE ARIZONA CORPORATION COMMISSION**

9
10 **IN THE MATTER OF THE FORMAL**
11 **COMPLAINT OF CHARLES J. DAINS**
12 **AGAINST RIGBY WATER COMPANY**

DOCKET NO. W-01808A-09-0137

13
14 **PRE-FILED DIRECT TESTIMONY OF FRED T. WILKINSON**

15 **ON BEHALF OF RIGBY WATER COMPANY**
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1 **Q. What is your name, employer and occupation?**

2 A. My name is Fred T. Wilkinson, and I am the President of Rigby Water Company
3 (“Rigby Water”).
4

5 **Q. Please describe your work experience and professional affiliations.**

6 A. I have been involved with the operation of private water utilities for approximately
7 50 years. For the last 16 years, I have been the President of Rigby Water. For the past 19
8 years, I have also been the President of First National Management, Inc., a water utility
9 management company overseeing the operations of numerous private water and wastewater
10 service providers located in Arizona. Prior to that, I was employed by various utilities in
11 California and Arizona, including managing Western Savings & Loans’ water and
12 wastewater utilities in Arizona (such as the Leisure World system). I’ve been certified as a
13 Grade II operator for water treatment and water distribution systems and Grade II operator
14 for wastewater treatment and collection systems.
15

16 **Q. Will you be sponsoring any exhibits with your direct testimony?**

17 A. Yes. I will be sponsoring the following exhibits, all of which accompany this
18 testimony:

19 RWC 1 – Letter from F. Wilkinson to C. Dains dated January 26, 1995;

20 RWC 2 - letter from F. Wilkinson to C. Dains dated March 19, 1996;

21 RWC 3 - letter from F. Wilkinson to C. Dains dated July 21, 1998;

22 RWC 4 - letter from F. Wilkinson to C. Dains dated February 19, 1999;

23 RWC 5 – Mainline Extension Agreement between Terra Mobile Ranchettes Estates and
24 Rigby Water Company dated October 1, 1998;

25 RWC 6 – handwritten notes dated June 26, 1998 provided to Mr. Dains and his accountant;

26 RWC 7 – Application for water service for lot 83, dated June 23;

27 RWC 8 - Terra Ranchette Estates Subdivision Water Report prepared by Samer and
28 Associates, Inc.;

1 RWC 9 – Rigby Water Company business records previously provided to the Commission
2 related to refunds made to Mr. Dains between 1998 and 2006;

3 RWC 10 – Rigby Water Company business records related to refunds made to Mr. Dains
4 between 2007 and 2010;

5 RWC 11 – Letter from F. Wilkinson to C. Dains dated April 4, 1997;

6 RWC 12 – Letter from F. Wilkinson to C. Dains dated February 4, 1998;

7 RWC 13 – Facsimile from C. Dains to F. Wilkinson dated May 13, 1998;

8 RWC 14 – Undated letter from J. Long, Mr. Dains’ construction manager, to T. Wilkinson.

9 **Q. What is the purpose of your testimony?**

10 A. My testimony addresses the operations of Rigby Water, Rigby Water’s interactions
11 with complainant, Mr. Charlie Dains (“Mr. Dains”) (and his son (“Mr. Dains, Jr.”)), Mr.
12 Dains’ construction and operation of the Terra Ranchettes Estates subdivision (“Terra
13 Ranchettes”) system prior to finalization of a mainline extension agreement, the negotiation
14 and terms of the mainline extension agreement between Mr. Dains and Rigby Water,
15 including the estimate of water usage originally prepared by Rigby Water based on
16 information supplied by or available to Mr. Dains, Rigby Water’s efforts to obtain a
17 Certificate of Approval to Construct and cost information from Mr. Dains, Mr. Dains’
18 failure to provide that information, Rigby Water’s history of payments to Mr. Dains
19 pursuant to the parties’ mainline extension agreement, Mr. Dains’ informal complaint filed
20 with the Commission in 2006, Rigby Water’s response to the informal complaint filed with
21 the Commission in 2006, and Rigby Water’s subsequent filing of the mainline extension
22 agreement. I will also respond to assertions made in Mr. Dains, Jr.’s pre-filed direct
23 testimony and address the arguments made in the guise of “expert” testimony by Mr.
24 Iwanski.

25 ///

26 ///

27 ///

28 ///

1 Q. Can you please summarize the history of Rigby Water's involvement with the
2 Terra Ranchettes' subdivision.

3 A. Mr. Dains contacted Rigby Water prior to his construction of the Terra Ranchettes
4 subdivision in the mid to late 1990s. I was the president of First National Management, the
5 management company that was managing Rigby Water at the time. As part of my duties, I
6 was the principal contact between Mr. Dains and Rigby Water. I had no involvement with
7 Mr. Dains, Jr. To my knowledge, the Mr. Dains, Jr. was not involved with construction of
8 the water system serving the Terra Ranchettes subdivision. He certainly did not attend any
9 meetings to discuss the issues involved, was not listed on any correspondence between Mr.
10 Dains and Rigby Water, was never mentioned by Mr. Dains as having any involvement or
11 interest in Terra Ranchettes, and was not involved in any conversations or communications
12 that I had with Mr. Dains.

13 Rigby Water's Certificate of Convenience and Necessity ("CC&N") included the
14 property on which the Terra Ranchettes subdivision is located. In or about 1995, Mr. Dains
15 approached Rigby Water about providing water service to a proposed subdivision on that
16 property. Prior to that time, Mr. Dains had not approached us about providing water service
17 to the proposed subdivision. At that time, I sent Mr. Dains a letter advising him of the need
18 to enter into a mainline extension agreement with Rigby Water prior to construction of the
19 necessary water infrastructure and advising him of the Commission regulations governing
20 such an agreement. That letter is attached as Exhibit RWC 1.

21 Mr. Dains' engineer then prepared plans for the water infrastructure to provide
22 service to the Terra Ranchettes subdivision. After Rigby Water's initial review of those
23 plans, Mr. Dains proceeded with development of the Terra Ranchettes subdivision,
24 including construction of the water infrastructure. That construction was completed in or
25 about 1997. Unfortunately, Mr. Dains did not construct the infrastructure in accordance
26 with the plans that had been reviewed by Rigby Water. He also apparently did not obtain a
27 Certificate of Approval to Construct from Maricopa County.

28 ///

1 **Q. In what way did Mr. Dains' construction differ from the plans he showed Rigby**
2 **Water?**

3 A. Originally, Mr. Dains was to have constructed 100,000 gallons of storage for the
4 system on a large lot located in the Terra Ranchettes subdivision. Instead, Mr. Dains only
5 installed 50,000 gallons of storage, the minimum amount necessary for his own
6 subdivision's needs. Rather than installing the storage tanks in the subdivision, Mr. Dains
7 actually installed that storage tank at one of Rigby Water's off-site existing well sites
8 (located approximately ½ mile from Terra Ranchettes near the intersection of Roser Road
9 and Avondale Boulevard).

10 Mr. Dains also was supposed to refurbish Rigby Water's well no. 4 in order to
11 facilitate service to Terra Ranchettes, but did not. Between 1996 and 2001, Rigby Water
12 refurbished well no. 4 at our own expense, and installed two 10,000 gallon tanks, in order to
13 comply with the requirements of the Commission Decision No. 57360.

14
15 **Q. Was the storage installed by Mr. Dains intended to address Rigby Water's non-**
16 **compliance with health regulations as discussed in complainant's direct testimony?**

17 A. No. The storage installed by Mr. Dains was necessary for the addition of the Terra
18 Ranchettes subdivision. Rigby Water separately added the storage required by the
19 Commission and Maricopa County as part of its refurbishment of well no. 4.

20
21 **Q. What was the status of Rigby Water's compliance with the Maricopa County**
22 **Environmental Services Department at the time Terra Ranchettes was being built?**

23 A. At the time we purchased Rigby Water from the former Rigby Water Company,
24 owned in part and operated by Tom and Clareann Macherione, in 1994, Rigby Water had
25 several issues that needed to be addressed with the regulatory agencies. Most significantly,
26 Rigby Water needed to add storage capacity to its system. In addition, prior to our
27 purchase, Rigby Water had failed to perform some necessary water quality testing. As the
28 new owners, we immediately cured the testing issues. The storage issues took several years

1 to address. Because of the poor financial condition of Rigby Water at the time we
2 purchased it, the Commission had approved a \$2 per month rate surcharge to be used to
3 address storage and infrastructure issues. The money collected was used to refurbish well
4 no. 4 and add additional storage. The final compliance item was corrected in or around
5 2000. I would also note that contrary to Mr. Dains, Jr.'s testimony, Rigby Water was in full
6 compliance with all regulatory agencies in the early 1990s.

7
8 **Q. Did any of these compliance issues impact development of the Terra Ranchettes**
9 **subdivision?**

10 A. No. Mr. Dains was able to proceed with development while we were addressing the
11 compliance issues. In fact, Mr. Dains completed construction of the subdivision and sold
12 many of the lots in the subdivision before Rigby Water had completed addressing the
13 compliance issues.

14
15 **Q. Why wasn't a mainline extension agreement between Rigby Water and Mr.**
16 **Dains signed before the Terra Ranchettes infrastructure was installed?**

17 A. Rigby Water attempted to get a mainline extension agreement finalized before
18 construction began, but Mr. Dains was uncooperative and incredibly disorganized. [See
19 RWC 1; RWC 2 (letter from F. Wilkinson to C. Dains dated March 19, 1996).] He
20 repeatedly told me that he would take care of the mainline extension agreement, but never
21 did. He simply flouted his obligations to Rigby Water and the homeowners in Terra
22 Ranchettes for years. I had to hound Mr. Dains for nearly four years to get the mainline
23 extension agreement signed. I never was able to get Mr. Dains to meet his obligations under
24 that agreement.

25 ///

26 ///

27 ///

28 ///

1 **Q. Please describe how the mainline extension agreement between Rigby Water**
2 **and Mr. Dains eventually was executed.**

3 A. After Mr. Dains completed construction of the Terra Ranchettes system, he requested
4 that Rigby Water connect to the system and begin providing service to homeowners in the
5 subdivision. Rigby Water demanded that Mr. Dains execute the mainline extension
6 agreement that had been discussed since before construction began. [See RWC 1; RWC 2;
7 RWC 3 (letter from F. Wilkinson to C. Dains dated July 21, 1998); RWC 4 (letter from F.
8 Wilkinson to C. Dains dated February 19, 1999).] A copy of the executed agreement is
9 attached as Exhibit RWC 5. The mainline extension agreement we provided to Mr. Dains
10 was the standard form agreement used by First National Management, Inc. and has always
11 received Commission approval.

12 Under the terms of that form agreement, Rigby Water was to refund to Mr. Dains an
13 amount equal to ten percent of the revenue billed to homeowners in the Terra Ranchettes
14 subdivision for a period of twenty years. At the end of that period, consistent with
15 Commission rules, the remaining costs associated with construction of the system will
16 become non-refundable contributions in aid of construction. Mr. Dains was required to
17 provide Rigby Water with invoices and actual cost information, as well as, other
18 documentation necessary to receive Commission approval of the mainline extension
19 agreement. [Exh. RWC 5, ¶ 14.] That other information included the invoices showing
20 actual construction costs and as-built drawings of the system.

21
22 **Q. In his pre-filed direct testimony, Mr. Dains, Jr. alleges that Rigby Water misled**
23 **his father with respect to the amount of expected refunds. Is that true?**

24 A. No. Mr. Dains conceived, developed and sold the lots in Terra Ranchettes. He had
25 access to the water usage facts at all times. As part of the negotiation of the mainline
26 extension agreement, Rigby Water attempted to estimate the annual refund that would be
27 made to Mr. Dains. That estimate can be found on Exhibit CDD-4. That estimate was
28 expressly conditioned on two assumptions: (1) that the subdivision was fully occupied, a

1 condition that did not occur until 2003 or 2004, and (2) that each lot would use 719,050
2 gallons of water per year. The data underlying the second assumption was provided to both
3 Mr. Dains and his accountant. A copy of that accounting is attached as Exhibit RWC 6.

4 Unfortunately, Rigby Water did make a mistake—an obvious one—with respect to the
5 second assumption. That assumption was based on early readings from the first 17 meters
6 installed in the subdivision. An additional zero was added somewhere during the process of
7 reading the meters, and that increased Rigby Water's projection of annual consumption.
8 Mr. Dains, however, should have been aware of that error prior to execution of the mainline
9 extension agreement in 1999, because he had the figures that the assumption was based
10 upon and he (or his family) purchased the first lot in the subdivision and was one of the first,
11 if not the first, to receive water service from Rigby Water. [See RWC 7 (Application for
12 water service filed by Mr. Dains for first lot).] Moreover, Mr. Dains had every reason to
13 know that each lot in the subdivision was not going to use 2000 gallons per capita per day
14 (GPCD), as his engineer had calculated a total domestic demand of 420 gallons per day per
15 lot (based on usage of 140 GPCD) in designing the water infrastructure for the subdivision.
16 [See RWC 8 (Terra Ranchette Estates Subdivision Water Report prepared by Samer and
17 Associates, Inc. for Mr. Dains).] It would be absurd to think that he could have placed any
18 reasonable reliance on that mistaken assumption.

19
20 **Q. Do you have any other reason to believe that Mr. Dains was aware of water**
21 **usage in the subdivision?**

22 A. Yes. Mr. Dains regularly sold lots in the subdivision and then hooked those lots up
23 to the water system without informing Rigby Water. On several occasions, Rigby Water
24 only discovered these improper connections after its unaccounted for water account spiked.
25 While Mr. Dains was in the process of selling the lots in the Terra Ranchettes subdivision,
26 there were times that Rigby Water was unable to account for over 12% of the water it was
27 pumping. In those instances, Rigby Water would visually inspect the Terra Ranchettes
28 system and discover that Mr. Dains had improperly hooked up additional lots (that Mr.

1 Dains had been profiting from) to the system without Rigby Water's knowledge.

2

3 **Q. Would Rigby Water have agreed to any different terms with respect to length of**
4 **the agreement or the amount of refund?**

5 A. No. First National Management, which manages Rigby Water, has never agreed to
6 refund more than ten percent of the annual revenue generated by a system. Given Rigby
7 Water's financial condition at that time, Rigby Water could not have done so and remained
8 able to meet its ongoing financial obligations. First National Management also usually only
9 agrees to a ten year term. This is the only agreement that First National Management has
10 ever negotiated with a term of 20 years. It has never entered into a mainline extension
11 agreement with a term exceeding 20 years.

12

13 **Q. When did Rigby Water first begin providing refunds to Mr. Dains pursuant to**
14 **the mainline extension agreement?**

15 A. 2000.

16

17 **Q. Are you familiar with the refunds made to Mr. Dains?**

18 A. As President of Rigby Water, I am familiar with those refunds and have reviewed the
19 company's records with respect to the refunds paid to Mr. Dains. Those records, which
20 were kept in the normal course of Rigby Water's business and provided to the Commission
21 in response to Mr. Dains' complaint, are attached as Exhibit RWC 9. Notably, the amount
22 of refunds that Mr. Dains claims he should have received is nearly equal to 50% of Rigby's
23 annual water sales to all of the customers in Terra Ranchettes.

24

25 **Q. What was the amount of that initial refund to Mr. Dains?**

26 A. \$2,894.16.

27 ///

28 ///

1 **Q. What year did that refund relate to?**

2 A. Part of 1998, 1999 and 2000. Each yearly refund is based on the prior year's water
3 sales.

4
5 **Q. Did Mr. Dains cash that refund check?**

6 A. Yes.

7
8 **Q. Before he learned of the City of Avondale's interest in acquiring Rigby Water,**
9 **did Mr. Dains ever voice any concerns about the amount of the refund he received for**
10 **1998-2000?**

11 A. No.

12
13 **Q. Did Rigby Water provide a refund to Mr. Dains in 2001?**

14 A. Yes, in the amount of \$1,924.00.

15
16 **Q. Did Mr. Dains cash that refund check?**

17 A. Yes.

18
19 **Q. Did Mr. Dains ever voice any concerns about the amount of the refund he**
20 **received in 2001?**

21 A. No.

22
23 **Q. Did Rigby Water provide a refund to Mr. Dains in 2002?**

24 A. Yes, in the amount of \$2,169.80.

25
26 **Q. Did Mr. Dains cash that refund check?**

27 A. Yes.

28 ///

1 **Q. Did Mr. Dains ever voice any concerns about the amount of the refund he**
2 **received in 2002?**

3 A. No.
4

5 **Q. Did Rigby Water provide a refund to Mr. Dains in 2003?**

6 A. Yes, in the amount of \$2,292.54.
7

8 **Q. Did Mr. Dains cash that refund check?**

9 A. Yes.
10

11 **Q. Did Mr. Dains ever voice any concerns about the amount of the refund he**
12 **received in 2003?**

13 A. No.
14

15 **Q. Did Rigby Water provide a refund to Mr. Dains in 2004?**

16 A. Yes, in the amount of \$2,175.05.
17

18 **Q. Did Mr. Dains cash that refund check?**

19 A. Yes.
20

21 **Q. Did Mr. Dains ever voice any concerns about the amount of the refund he**
22 **received in 2004?**

23 A. No.
24

25 **Q. Did Rigby Water provide a refund to Mr. Dains in 2005?**

26 A. Yes, in the amount of \$2,388.01.

27 ///

28 ///

1 **Q. Did Mr. Dains cash that refund check?**

2 A. Yes.

3

4 **Q. Did Mr. Dains ever voice any concerns about the amount of the refund he**
5 **received in 2005?**

6 A. No.

7

8 **Q. Did Rigby Water provide a refund to Mr. Dains in 2006?**

9 A. Yes, in the amount of \$2,617.05.

10

11 **Q. Did Mr. Dains cash that refund check?**

12 A. Yes.

13

14 **Q. Did Mr. Dains ever voice any concerns about the amount of the refund he**
15 **received in 2006?**

16 A. In October 2006, and apparently in response to news reports that the City of
17 Avondale had entered into discussions with Rigby Water to acquire the company, Mr. Dains
18 sent a letter and filed an informal complaint with the Commission concerning the parties'
19 failure to file the mainline extension agreement.

20

21 **Q. How was that informal complaint resolved?**

22 A. Rigby Water spoke with Bradley Morton about the informal complaint and provided
23 the Commission with the accounting information attached at Exhibit RWC 9. After those
24 discussions, Rigby Water did not hear from the Commission again and understood the
25 matter to have been closed without Commission action.

26 ///

27 ///

28 ///

1 **Q. What was that understanding based upon?**

2 A. Both the Commission's failure to take any action and our discussions with staff.

3

4 **Q. Since that time, has Rigby Water made any further refund payments to Mr.**
5 **Dains?**

6 A. Yes. In 2007, Rigby Water paid Mr. Dains \$2,770.45. In 2008, Rigby Water paid
7 Mr. Dains \$2,892.73, and in 2009, Rigby Water paid Mr. Dains \$2,716.59. In 2010, Rigby
8 Water paid Mr. Dains' estate \$2,421.05. Copies of Rigby Water's records related to those
9 payments are attached as Exhibit RWC 10.

10

11 **Q. Did Mr. Dains cash each of those checks?**

12 A. He did.

13

14 **Q. Did Mr. Dains ever voice any concerns about the amount of the refunds he**
15 **received in 2007, 2008, 2009 or 2010?**

16 A. No, other than filing the present complaint in 2009.

17

18 **Q. Has Rigby Water otherwise met its obligations under the terms of the mainline**
19 **extension agreement?**

20 A. Yes, fully.

21

22 **Q. Did Mr. Dains meet his obligations under the terms of the mainline extension**
23 **agreement?**

24 A. No, he has not in several respects. Of relevance to these proceedings, Mr. Dains,
25 despite repeated requests, never provided actual cost information, as-built drawings or the
26 Certificate of Approval to Construct required by the Commission for approval of a mainline
27 extension agreement. Copies of some of the letters Rigby Water sent to Mr. Dains seeking
28 the required information are attached as Exhibits RWC 11 and 12. I also spoke with Mr.

1 Dains about the missing documentation on several occasions, but was never able to get him
2 to provide those documents.

3
4 **Q. What effect did Mr. Dains' failure to meet his obligations have on Rigby Water?**

5 A. Without the Certificate of Approval to Construct and other information requested
6 from Mr. Dains, Rigby Water was unable to seek Commission approval of the mainline
7 extension agreement with Mr. Dains.

8
9 **Q. If Rigby Water had received the requested information, would it have sought
10 Commission approval of the agreement?**

11 A. Yes. Rigby Water and First National Management have used the same form of
12 mainline extension agreement each time a developer has requested to add services in our
13 CC&Ns. Each time that we have entered into a mainline extension agreement, we have
14 sought and received Commission approval of that form. Of course, we've never before had
15 a developer refuse to provide us information required by the Commission.

16
17 **Q. Does Rigby Water have any plans other than to comply with the terms of the
18 mainline extension agreement between the parties?**

19 A. No. Rigby Water intends to assure that the payments due under the parties'
20 agreement will continue and has every intention of complying with its obligations under that
21 agreement.

22
23 **Q. Did Rigby Water ever seek approval of the mainline extension agreement?**

24 A. Yes. After Mr. Dains filed his formal complaint, we filed the mainline extension
25 agreement with the Commission, not including the information controlled by Mr. Dains, and
26 requested its approval. The Commission has never responded to that filing.

27 ///

28 ///

1 **Q. Turning to the direct testimony filed by Mr. Iwanski, was Mr. Iwanski involved**
2 **in any way with the negotiation or execution of the mainline extension agreement**
3 **between Mr. Dains and Rigby Water?**

4 A. No.

5
6 **Q. Mr. Iwanski states that Mr. Dains obtained a certificated water right for the**
7 **Terra Ranchettes subdivision and implies that Rigby Water acquired that certificated**
8 **right, is that unsupported assertion correct?**

9 A. No. Mr. Iwanski apparently does not understand the course of development within
10 the boundaries of a private water utility's CC&N. To obtain approval of his proposed
11 subdivision plat, Mr. Dains was required to provide proof of 100 years of assured water
12 supply to Maricopa County and/or the Arizona Department of Real Estate. Mr. Dains
13 obtained a certificate of adequate water supply from the Arizona Department of Water
14 Resources to meet this requirement. That certificate of assured water supply did not
15 indicate that Mr. Dains had obtained permission to drill a well or that he had any sort of
16 claim on groundwater in the area and was, in fact, based on Rigby Water's commitment to
17 provide water service to the proposed subdivision. It was merely a regulatory requirement
18 necessary to obtain final plat approval for the subdivision. That certificate was not provided
19 to Rigby Water and had no meaning to Rigby Water, because Rigby Water already had all
20 of the authorizations it needed to pump groundwater to provide service to customers within
21 its CC&N.

22
23 **Q. Did Mr. Dains "sell" a water system to Rigby Water?**

24 A. No. Mr. Dains developed a subdivision. The water infrastructure belongs to Rigby
25 Water. As part of that development, and consistent with general practice for development
26 within the boundaries of a public service corporation's CC&N and Commission Rule R14-
27 2-406(B), Mr. Dains was required to pay for or install the infrastructure necessary for Rigby
28 Water to provide water service to his proposed subdivision. That infrastructure was then

1 connected to Rigby Water's system and wells. Mr. Dains could not have developed and
2 profited from his lot sales (including the additional lots originally set aside for water utility
3 service) without Rigby Water's system.

4 Under Commission rules, Mr. Dains could have paid Rigby Water to install the
5 necessary infrastructure, but chose to install the infrastructure himself, which is a common
6 practice, and Rigby Water agreed he could do so. The infrastructure constructed by
7 developers is, however, the property of the public service corporation providing service to
8 the subdivision. Ariz. Admin. Rules R14-2-406(I) ("All pipelines, valves, fittings, wells,
9 tanks or other facilities installed under this rule shall be the sole property of the Company,
10 and parties making advances in aid of construction under this rule shall have no right, title
11 or interest in any such facilities"). I informed Mr. Dains of this fact on several occasions.
12 Contrary to Mr. Iwanski's unsupported assertions, there was no "sale" of a water system to
13 Rigby Water, and developers simply do not sell water systems belonging to the local utility
14 to the utilities themselves. The Terra Ranchettes subdivision was located in Rigby Water's
15 CC&N. We informed Mr. Dains, prior to construction, that he would need to enter into a
16 mainline extension agreement with Rigby Water in order for Rigby Water to provide water
17 service to the subdivision, and provided Mr. Dains with the applicable regulations, including
18 the regulation which clearly states that the infrastructure constructed by Mr. Dains would be
19 the property of Rigby Water, subject to annual refund requirements.

20
21 **Q. Was Mr. Dains informed of the requirement to provide a Certificate of**
22 **Approval to Construct to Rigby Water?**

23 A. Rigby Water provided Mr. Dains with a copy of the Commission regulations
24 governing mainline extension agreements in January of 1996, prior to construction of the
25 Terra Ranchettes subdivision. [See Exh. RWC 1.] Those regulations require submission of
26 a Certificate of Approval to Construct to the Commission. The mainline extension
27 agreement between the parties specifically requires the facilities to be constructed in
28 accordance with the rules of the Commission, as well as, the rules of the Arizona

1 Department of Environmental Quality and other municipal and governmental agencies
2 having jurisdiction. Prior to this situation, neither Rigby Water nor First National
3 Management had ever had a developer not provide the required Certificate of Approval to
4 Construct. There is no doubt in my mind that Mr. Dains knew he had a duty to provide the
5 Certificate, because I told him about the requirement on a number of occasions.

6
7 **Q. Was Mr. Dains aware of the requirement that he submit actual cost**
8 **documentation and as-built drawings to Rigby Water under the mainline extension**
9 **agreement?**

10 A. Yes, because it was expressly called for in the mainline extension agreement and I
11 spoke to Mr. Dains about those documents on numerous occasions. Let me add that these
12 documents were important to Rigby Water and needed to obtain Commission approval of
13 the mainline extension agreement. Under the terms of the mainline extension agreement,
14 and Commission Rule R14-2-406, refunds to Mr. Dains are limited to the amount actually
15 expended on construction. Without certified as-built plans and actual cost documentation, it
16 is impossible to determine the actual amount spent constructing the mainline extension.
17 This case presents a great example of why this information is vital. Mr. Dains has over the
18 years presented Rigby Water with three separate amounts for construction of the Terra
19 Ranchettes infrastructure. His estate has now apparently settled on the figure of \$237,000.
20 However, Mr. Dains has earlier stated that he paid \$207,388.67 and, at a different time, that
21 he paid \$204,414.34. [See RWC 13, RWC 14.] Without cost documentation, there is
22 simply no way to account to the Commission for the mainline extension agreement.

23 Just as importantly, the Commission requires utilities to break out the original cost
24 new of the components of their system for various purposes, including rate making. A
25 utility cannot just estimate costs for the Commission. As a result, Rigby Water requires
26 actual cost documentation and drawings showing how the system was actually constructed
27 to be provided as a condition of its mainline extension agreements.

28 ///

1 **Q. Does the mainline extension agreement between the parties address interest?**

2 A. It does. In paragraph 16 of the mainline extension agreement, the parties specifically
3 agreed that “[n]o interest shall be paid on any amount advanced.” There is simply no basis
4 for any award of interest to Mr. Dains.

5
6 **Q. Do you have any concluding remarks?**

7 A. I do. Since we purchased Rigby Water, the company has always attempted to
8 comply with its obligations pursuant to its contracts and the rules of the Commission. In
9 this instance, the complainant made it impossible for Rigby Water to do so. After six or
10 seven years of accepting refunds from Rigby Water without complaint, and only after the
11 City of Avondale announced its intention to acquire Rigby Water, did Mr. Dains raise any
12 issues with the refunds he was receiving. After his informal complaint was rejected, he then
13 waited an additional three years to formally file a complain with the Commission, and only
14 did so after the City of Avondale instituted condemnation proceedings against Rigby Water.
15 From Rigby Water’s standpoint, this complaint is nothing more than an attempt to game the
16 system and use Mr. Dains’ own misdeeds in an effort to get funds that the developer is not
17 entitled to receive under its contract. It is especially galling to me that Mr. Dains, Jr. is
18 trying to recover these sums when he had nothing to do with the system or its construction,
19 his claims and arguments are inconsistent with Arizona law, and Mr. Dains’ breach of the
20 mainline extension agreement was the actual cause of this entire situation.

21
22 **Q. Does this complete your direct testimony?**

23 A. Yes, it does.

24 ///

25 ///

26 ///

27 ///

28 ///

EXHIBIT RWC 1

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137



FIRST
NATIONAL
MANAGEMENT
INCORPORATED

1832 S. Mac Donald, Suite 201 • Office: (602) 833-2027
P.O. Box 1289 • Mesa, AZ 85211-1289 • FAX: (602) 833-3250

January 26th, 1995 ¹⁹⁹⁶

Mr. Charles Dains
Sundowners Motors, Inc.
4439 W. Glendale Ave.
Glendale, Arizona 85301

Re: Tierra Mobile Ranchettes Estates Subdivision.

Dear Mr. Dains:

First National Management, Inc. is the agent for Rigby Water Company. Rigby Water Company is a public service corporation operating under the jurisdiction of the Arizona Corporation Commission and is required to comply with the various rules and regulations of the Commission.

Accordingly, we are providing to you a copy of Rule R14-2-406 regarding Main Extension Agreements. This Rule sets forth the requirements that must be followed in order to provide water service to your proposed development. Please review the Rule and contact us should you have any questions or comments regarding the Rule.

The Rule will require the parties to enter into a Main Extension Agreement. The Agreement requires the applicant to cause the water system to be constructed and the Utility to refund the cost of the system to the applicant under certain terms and conditions.

We have had our engineer and field personnel review your proposed water plans to serve the above referenced subdivision and have no comments or corrections at this time. We are, however, concerned with the questionable storage requirement.

At this writing, we have approximately 60,000 gallon storage capacity. If additional storage capacity is required, we will need to discuss this matter in greater detail. We suggest you have your engineer contact the Arizona Department of Environmental Quality to determine what additional storage may be required, if any.



At such time as you have had the opportunity to review the enclosed Rule and determined the storage requirements, we suggest we arrange a meeting to discuss any additional matters.

Sincerely,

Fred T. Wilkinson
President

cc: RF
File
Mr. McKinniss (First National Management, Inc.)

EXHIBIT RWC 2

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137



**FIRST
NATIONAL
MANAGEMENT
INCORPORATED**

1832 S. Mac Donald, Suite 201 • Office: (602) 833-2027
P.O. Box 1289 • Mesa, AZ 85211-1289 • FAX: (602) 833-3250

March 19, 1996

Mr. Charlie Daines
4439 W. Glendale Blvd.
Glendale, AZ 85301

Dear Charlie:

Enclosed as requested are two signed original Water Service Agreements applicable to the Terra Mobile Ranchette Estates.

It appears you are getting closer to starting the development. Please review the regulation we sent you in January of this year and should you have any questions or comments regarding the content please contact us.

Sincerely,

Fred T. Wilkinson
President

cc: RF
File

WATER SERVICE AGREEMENT AND SEWER SERVICE AGREEMENT
(To be filled out and signed, where appropriate, and submitted with application)

WATER SERVICE AGREEMENT - An unconditional agreement which is effective this date has been made between the owners of:

TERRA MOBILE RANCHETTE ESTATES
NAME OF SUBDIVISION

and the RIGBY WATER Co.
NAME OF WATER SYSTEM OR MUNICIPALITY

to provide water service to each and every lot in accordance with the design shown on the attached plats of the subdivision.

The undersigned hereby agrees to inspect this project during construction to assure compliance with plans and specifications approved by the Arizona Department of Environmental Quality and upon completion shall be responsible for maintaining and operating the system.

Date MARCH 18, 1996 Name FRED T. WILKINSON Fred T. Wilkin
TYPE OR PRINT SIGNATURE
TITLE PRESIDENT
ADDRESS P.O. BOX 1289
CITY MESA, AZ ZIP CODE 85211

SEWER SERVICE AGREEMENT - An unconditional agreement which is effective this date has been made between the owners of:

NAME OF SUBDIVISION

and the _____
NAME OF SEWER SYSTEM OR MUNICIPALITY

to provide sewer service to each and every lot in accordance with the design shown on the attached plats of the subdivision.

The undersigned hereby agrees to inspect this project during construction to assure compliance with plans and specifications approved by the Arizona Department of Environmental Quality and upon completion shall be responsible for maintaining and operating the system.

Date _____ Name _____
TYPE OR PRINT SIGNATURE
TITLE _____
ADDRESS _____
CITY _____ ZIP CODE _____

WATER SERVICE AGREEMENT AND SEWER SERVICE AGREEMENT

(To be filled out and signed, where appropriate, and submitted with application)

WATER SERVICE AGREEMENT - An unconditional agreement which is effective this date has been made between the owners of:

TERRA MOBILE RANCHETTE ESTATES

NAME OF SUBDIVISION

and the RIGBY WATER CO.

NAME OF WATER SYSTEM OR MUNICIPALITY

to provide water service to each and every lot in accordance with the design shown on the attached plats of the subdivision.

The undersigned hereby agrees to inspect this project during construction to assure compliance with plans and specifications approved by the Arizona Department of Environmental Quality and upon completion shall be responsible for maintaining and operating the system.

Date MARCH 18, 1996

Name FRED T. WILKINSON

TYPE OR PRINT

Fred T. Wilk

SIGNATURE

TITLE PROPERT

ADDRESS P.O. Box 1289

CITY Mesa AZ

ZIP CODE 85211

SEWER SERVICE AGREEMENT - An unconditional agreement which is effective this date has been made between the owners of:

NAME OF SUBDIVISION

and the _____

NAME OF SEWER SYSTEM OR MUNICIPALITY

to provide sewer service to each and every lot in accordance with the design shown on the attached plats of the subdivision.

The undersigned hereby agrees to inspect this project during construction to assure compliance with plans and specifications approved by the Arizona Department of Environmental Quality and upon completion shall be responsible for maintaining and operating the system.

Date _____

Name _____

TYPE OR PRINT

SIGNATURE

TITLE _____

ADDRESS _____

CITY _____

ZIP CODE _____

EXHIBIT RWC 3

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137



FIRST
NATIONAL
MANAGEMENT
INCORPORATED

1832 S. Mac Donald, Suite 201 • Office: (602) 833-2027
P.O. Box 1289 • Mesa, AZ 85211-1289 • FAX: (602) 833-3250

July 21, 1998

Mr. Charlie Daines
4439 W. Glendale Blvd.
Glendale, AZ 85301

Dear Charlie:

Enclosed for your review is a draft copy of the Main Extension Agreement applicable to your Terra Ranchettes Estates Subdivision. Please review the agreement and offer any comments you may have.

I have not included any of the exhibits as yet. Upon your review and receipt of your comments, I will proceed with the exhibits and finalize the agreement for signature.

Sincerely,

Fred T. Wilkinson
President

cc: RF
File

EXHIBIT RWC 4

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137



FIRST
NATIONAL
MANAGEMENT
INCORPORATED

P.O. Box 2899 • Gilbert, AZ 85299-2899
459 N. Gilbert Rd., Ste. B-130 • Gilbert, AZ 85234
(602) 632-6170 • Fax (602) 632-6171

February 19, 1999

Mr. Charlie Daines
4439 W. Glendale Blvd.
Glendale, AZ 85301

Dear Charlie:

Enclosed is the original and two copies of the main extension contract. Please execute the contracts and return them to us. One fully executed contract will be returned to you for your file.

We still have the same problem with the agreements and that is the no copies of the paid invoices. In order to really have the agreements approved by the Arizona Corporation Commission, we will need copies of the invoices. We have attached as Exhibit B, a summary of the actual costs. Please review the agreement and the Exhibits and let me know if you have any comments or questions.

Sincerely,

Fred T. Wilkinson
President

cc: RF
File

M A I N E X T E N S I O N A G R E E M E N T

W A T E R F A C I L I T I E S

=====

=====

This Agreement is entered into at Mesa, Arizona on this 1st day of October, 1998, by and between Terra Mobile Ranchettes Estates, hereinafter referred to as Applicant and Rigby Water Company, an Arizona corporation, hereinafter referred to as Utility.

- 1) Applicant is the owner of the property as set forth in Exhibit A, a copy of which is attached hereto and made a part hereof and hereinafter referred to as Property.
- 2) Applicant intends to develop said Property within the property set forth in Exhibit A and will require domestic water service.
- 3) Applicant and Utility agree that said property lies within the Certificate of Convenience and Necessity of Utility and therefore Utility is obligated to provide said domestic water service in accordance with the rules and regulations of the Arizona Corporation Commission (ACC)

A G R E E M E N T

NOW THEREFORE, in consideration of the terms and conditions set forth below, the parties hereto agree:

- 1) Applicant shall cause the proposed domestic water system to be designed, constructed or installed as necessary to provide an adequate supply of domestic water to each and every dwelling unit within the property as described in Exhibit A. Said water system shall include all necessary water facilities including but not limited to mains, fittings, fire hydrants, service lines, meter assemblies, meters, storage and pumping facilities.
- 2) Applicant shall be responsible for all costs associated with the construction of the domestic water system including engineering, permits, easements, labor, materials, equipment, transportation, insurance and bonds if applicable.
- 3) Applicants cost, as set forth in Exhibit B, a copy of which is attached hereto and made a part hereof, shall be subject to refund in accordance with the rules and regulations of the ACC and further described in Section 16 of this Agreement.

4) Applicant shall cause the domestic water system to be designed and constructed with sufficient capacity to serve the water needs of the Property, including fire protection.

5) Applicant may be required by Utility to provide "oversizing" in Applicants design and construction to benefit the needs of Utility. If oversizing is required by Utility, the Utility shall be obligated to pay those costs applicable to the oversized facilities. Said payment shall be based on material costs only and shall not include any costs for labor, equipment, transportation engineering, permits, disinfection, testing or any other costs not applicable in the sole discretion of Utility. Oversizing costs are set forth in Exhibit C, a copy of which is attached hereto and made a part hereof.

6) Applicant shall obtain all applicable permits, including zoning and other necessary permits which may be required prior to construction of the Domestic water system. All domestic water system facilities shall be constructed in accordance with the plans and specifications as prepared by Applicants engineer and reviewed by Utility's engineer and approved by Utility in writing. All domestic water system facilities shall be constructed in accordance with acceptable utility construction practices and in accordance with the rules and regulations of the ACC and the Arizona Department of Environmental Quality and the requirements of all other municipal and governmental agencies having jurisdiction.

7) Applicant shall comply with Utility's requirements for inspection and testing of the domestic water facilities constructed under this Agreement. Applicant shall provide Utility adequate notice when facilities under construction are ready for inspection and/or testing. Utility shall provide said inspection within five working days of being so noticed.

8) Utility shall provide Applicant written notice of any deficiencies discovered during said inspection within 10 working days of said inspection. Utility reserves the right to withhold acceptance of the facilities unless said facilities have been constructed in accordance with the requirements set forth herein.

9 Applicant herewith agrees to diligently pursue and promptly correct all deficiencies in construction, materials and workmanship as noted in Utilities written notice of deficiencies.

10) Applicant agrees to promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by Utility and for one year following Utility's acceptance of the facilities at Applicants sole cost. It is understood that inspection and / or acceptance by Utility in no way relieves or limits Applicant of any responsibility and liability for construction and installation of the facilities in accordance with the terms of this Agreement.

11) The domestic water system facilities and all parts thereof, upon acceptance by Utility as provided herein, shall become and remain the sole property of utility without the requirements of any written document of transfer to Utility. However, Applicant shall furnish such documents pertaining to ownership and title as Utility may reasonably request to evidence or confirm transfer of possession and title t Utility free and clear of liens, or containing provision for satisfaction of lien claims by Applicant, acceptable to Utility. Applicant shall cause or cause to be repaired promptly, at no cost to Utility, all damage to the facilities caused by construction operations until all construction within the property is complete whether caused by Applicant or not.

12) Applicant shall convey or cause to be conveyed to Utility by Warranty Deed free and clear title to the land upon which any well and/or storage facility pertinent to the provision of domestic water is required. Any other lands applicable to and necessary for the provision of domestic water service as set forth on Applicants plans and specifications shall also be conveyed to Utility. Said lands are described on Exhibit C, a copy of which is attached hereto and made a part hereof.

13) Applicant shall, at no cost to Utility, grant or cause to be granted to Utility, perpetual right-of-ways and easements, in a form acceptable to Utility, for the facilities and future attachments to the facilities, including, but not limited to water mains, and access to the supply, production and storage sites. If any rights of way of easements are required by Utility for attachments to developments other than Applicants development, Utility and Applicant shall mutually agree on an acceptable location for such easements or rights of way.

14) Applicant shall, within 120 days following acceptance by Utility of facilities, furnish Utility with the following described original documents.

a) Copies of all invoices and billings and other statements of expenses incurred by Applicant for the construction of the domestic water system.

b) Releases and waivers from contractors, sub-contractors and vendors for materials, equipment, supplies, labor and other costs of construction of said facilities.

15) Utility will provide domestic water service to the Property in accordance with the rates, charges and conditions set forth in the tariffs of Utility as files with the ACC and in effect from time to time. It is agreed that water service to each and every dwelling unit within the Property will be metered accordingly. Applicant acknowledges and agrees that Utility has the right to and may in the future, connect the domestic water facilities to Utility's existing and/or future domestic water system.

16) The cost of construction and installation of facilities as evidenced by invoices furnished to Utility pursuant to Section 14 shall be advances in aid of construction subject to refund by Utility to Applicant. Utility shall make refunds annually to Applicant on or before August 31 for the preceding July 1 through June 30 period. The amount to be refunded annually shall be ten percent (10%) of the revenues (excluding sales taxes and all District, Municipal, County State or Federally imposed regulatory assessments) derived from the provision of metered domestic water service to the Property. Refunds shall be payable for a period of twenty (20) years from the date metered domestic water service is initiated to the Property. In no event shall the refunds paid to Applicant exceed the amount of the advanced in aid of construction. Any balance remaining at the end of the twenty year period shall become non-refundable. No interest shall be paid on any amount(s) advanced.

17) Applicant will furnish Utility with appropriate certificates of insurance, each containing a thirty (30) day notice of cancellation clause, stating collectively that Applicant or its contractors and subcontractors has the following insurance coverage during the period of construction hereunder.

- a) Workman's Compensation Insurance in the amounts required by the laws of the state of Arizona.
- b) Comprehensive General Liability Insurance including Products/Completed operations, with limits of not less than Two Million Dollars (2,000,000.00) combined single limit for bodily injury (including death) and property damage.

18) Applicant hereby assumes the full and entire responsibility and liability for any and all incidents of injury or death of any person, or loss or damage to any property contributed to or caused by the active or passive negligence of Applicant, its agents, servants, employees, contractors or subcontractors, arising out of or in connection with the construction of the domestic water facilities prior to Utility's acceptance as set forth herein. Accordingly, Applicant will indemnify and hold harmless Utility, its officers, directors, agents and employees from and against claims or expensed, including penalties and assessments, and attorneys' fees to which they or any of them may be subjected by reason of such injury, death, loss, claim, penalty assessment of damage, and in case any suit or other proceeding shall be brought on account thereof, Applicant will assume the defense at Applicants own expense and will pay all judgements rendered therein.

19) Applicant shall furnish Utility within sixty (60) days after completion of construction "As-Built" drawings certified as to correctness by an engineer registered in the State of Arizona showing the locations and respective sizes of all supply, transmission, production, storage, pumping facilities, and distribution facilities up to the curb valve of service connections to all dwelling units and/or structures served by the domestic water system.

20) Applicant shall cause any Department of Real Estate Subdivision reports issued regarding the Property, clearly to state that water services are to be provided by Utility and that Utility shall own all facilities utilized in providing said services, other than the service connections from the curb line into the dwelling unit premises.

21) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

22) Communications hereunder shall be sent to the respective parties, addressed as follows:

APPLICANT: Terra Mobile Ranchettes Estates
4439 W. Glendale Boulevard
Glendale, AZ 85301

UTILITY: Rigby Water Company
P.O. Box 2899
Gilbert, AZ 85299-2899

or to other such address as the parties may advise each other in writing.

23) It is agreed that Utility is not an agent of Applicant and shall not incur any costs or expenses on behalf of Applicant and that Applicant is not an agent of Utility and shall not incur any cost or expenses on behalf of Utility.

24) This Agreement shall be governed by the laws of the State of Arizona and shall be subject to the approval of the ACC and such other regulatory agencies as may be required under the laws of said State.

25) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns. However, neither Applicant nor Utility shall assign its rights, obligations and interest in this Agreement without the prior written consent of the other and such consent shall not be unreasonably withheld or delayed by either Applicant or Utility. Any attempted assignment without such consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

APPLICANT

UTILITY

Terra Mobile Ranchettes Estates Rigby Water Company

By: _____
Charles Daines

By: _____
Fred T. Wilkinson, President

By: _____
Judy A. Lopez, Secretary,
Treasurer

STATE OF ARIZONA)
) SS
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 199___, by _____ known to me to be the _____ of _____, and authorized by said corporation to make this acknowledgement on its behalf.

By _____
Notary Public

My Commission Expires

STATE OF ARIZONA)
) SS
County of _____)

The foregoing instrument was acknowledged before me this
___ day of _____, 199__, by _____
known to me to be the _____ of _____
_____, and authorized by said corporation to
make this acknowledgement on its behalf.

By _____
Notary Public

My Commission Expires

MEC No. RWC-002

Date February 18, 1999

Applicant: Terra Mobile Ranchettes Estates

TIERRA MOBILE RANCHETTES

EXHIBIT B

Distribution System:

5,440 L/F 8" C-900 P.V.C.	\$11.20	\$60,928.00
4,400 L/F 6" c-900 P.V.C.	\$9.00	\$39,600.00
1 only 6" 90 Bend	\$87.00	\$87.00
18 each 6" Gate Valve	\$580.00	\$10,440.00
1 only *'x6" Reducer	\$140.00	\$140.00
2 each 8" 45 Bend	\$98.00	\$196.00
8 each 8"x^6" Tee	\$220.00	\$1,760.00
8 each 6" Fire Hydrant	\$890.00	\$7,120.00
2 each 8" 90 Bend	\$105.00	\$210.00
4 each 8" Gate Valve	\$780.00	\$3,120.00
7 each 6"x6" tee	\$190.00	\$1,330.00

	Sub-Total	\$124,931.00

Services:

83 each 1" Corp. Stops	\$52.00	\$4,316.00
83 each 1" Angle Meter Stops	\$48.00	\$3,984.00
83 each Meter Boxes	\$70.00	\$5,810.00
1 only 8" 22 1/2 Bend	\$158.00	\$158.00

	Sub-Total	\$14,268.00

Reservoir:

1 only 50,000 gallon Tank	\$27,000.00	\$27,000.00
Clean up and testing costs	\$2,600.00	\$2,600.00

	Sub-Total	\$29,600.00

Booster Pumps:	\$50,851.00	\$50,851.00
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Easement:

Art Tobin Easement	\$16,000.00	\$16,000.00
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Miscellaneous:

Bonds	\$672.00	\$672.00
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Permits	\$666.68	\$666.68
---------	----------	----------

Sub-Total		----- \$1,338.68
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SUMMARY:

Distribution System:	\$124,931.00
----------------------	--------------

Services:	\$14,268.00
-----------	-------------

Reservoir:	\$29,600.00
------------	-------------

Booster Pumps:	\$50,851.00
----------------	-------------

Easement:	\$16,000.00
-----------	-------------

Miscellaneous:	\$1,338.68
----------------	------------

Total	----- \$236,988.68
-------	-----------------------

MEC No: RWC-002

Dated: February 18, 1999

Applicant: Terra Mobile Ranchettes Estates.

EXHIBIT C

OVERSIZING COSTS

No oversizing costs are required under this agreement.

EXHIBIT RWC 5

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

M A I N E X T E N S I O N A G R E E M E N T

W A T E R F A C I L I T I E S

This Agreement is entered into at Mesa, Arizona on this 1st day of October, 1998, by and between Terra Mobile Ranchettes Estates, hereinafter referred to as Applicant and Rigby Water Company, an Arizona corporation, hereinafter referred to as Utility.

- 1) Applicant is the owner of the property as set forth in Exhibit A, a copy of which is attached hereto and made a part hereof and hereinafter referred to as Property.
- 2) Applicant intends to develop said Property within the property set forth in Exhibit A and will require domestic water service.
- 3) Applicant and Utility agree that said property lies within the Certificate of Convenience and Necessity of Utility and therefore Utility is obligated to provide said domestic water service in accordance with the rules and regulations of the Arizona Corporation Commission (ACC)

A G R E E M E N T

NOW THEREFORE, in consideration of the terms and conditions set forth below, the parties hereto agree:

- 1) Applicant shall cause the proposed domestic water system to be designed, constructed or installed as necessary to provide an adequate supply of domestic water to each and every dwelling unit within the property as described in Exhibit A. Said water system shall include all necessary water facilities including but not limited to mains, fittings, fire hydrants, service lines, meter assemblies, meters, storage and pumping facilities.
- 2) Applicant shall be responsible for all costs associated with the construction of the domestic water system including engineering, permits, easements, labor, materials, equipment, transportation, insurance and bonds if applicable.
- 3) Applicants cost, as set forth in Exhibit B, a copy of which is attached hereto and made a part hereof, shall be subject to refund in accordance with the rules and regulations of the ACC and further described in Section 16 of this Agreement.

ORIGINAL

4) Applicant shall cause the domestic water system to be designed and constructed with sufficient capacity to serve the water needs of the Property, including fire protection.

5) Applicant may be required by Utility to provide "oversizing" in Applicants design and construction to benefit the needs of Utility. If oversizing is required by Utility, the Utility shall be obligated to pay those costs applicable to the oversized facilities. Said payment shall be based on material costs only and shall not include any costs for labor, equipment, transportation engineering, permits, disinfection, testing or any other costs not applicable in the sole discretion of Utility. Oversizing costs are set forth in Exhibit C, a copy of which is attached hereto and made a part hereof.

6) Applicant shall obtain all applicable permits, including zoning and other necessary permits which may be required prior to construction of the Domestic water system. All domestic water system facilities shall be constructed in accordance with the plans and specifications as prepared by Applicants engineer and reviewed by Utility's engineer and approved by Utility in writing. All domestic water system facilities shall be constructed in accordance with acceptable utility construction practices and in accordance with the rules and regulations of the ACC and the Arizona Department of Environmental Quality and the requirements of all other municipal and governmental agencies having jurisdiction.

7) Applicant shall comply with Utility's requirements for inspection and testing of the domestic water facilities constructed under this Agreement. Applicant shall provide Utility adequate notice when facilities under construction are ready for inspection and/or testing. Utility shall provide said inspection within five working days of being so noticed.

8) Utility shall provide Applicant written notice of any deficiencies discovered during said inspection within 10 working days of said inspection. Utility reserves the right to withhold acceptance of the facilities unless said facilities have been constructed in accordance with the requirements set forth herein.

9 Applicant herewith agrees to diligently pursue and promptly correct all deficiencies in construction, materials and workmanship as noted in Utilities written notice of deficiencies.

10) Applicant agrees to promptly correct all defects and deficiencies in construction, materials, and workmanship upon request by Utility and for one year following Utility's acceptance of the facilities at Applicants sole cost. It is understood that inspection and / or acceptance by Utility in no way relieves or limits Applicant of any responsibility and liability for construction and installation of the facilities in accordance with the terms of this Agreement.

11) The domestic water system facilities and all parts thereof, upon acceptance by Utility as provided herein, shall become and remain the sole property of utility without the requirements of any written document of transfer to Utility. However, Applicant shall furnish such documents pertaining to ownership and title as Utility may reasonably request to evidence or confirm transfer of possession and title to Utility free and clear of liens, or containing provision for satisfaction of lien claims by Applicant, acceptable to Utility. Applicant shall cause or cause to be repaired promptly, at no cost to Utility, all damage to the facilities caused by construction operations until all construction within the property is complete whether caused by Applicant or not.

12) Applicant shall convey or cause to be conveyed to Utility by Warranty Deed free and clear title to the land upon which any well and/or storage facility pertinent to the provision of domestic water is required. Any other lands applicable to and necessary for the provision of domestic water service as set forth on Applicants plans and specifications shall also be conveyed to Utility. Said lands are described on Exhibit C, a copy of which is attached hereto and made a part hereof.

13) Applicant shall, at no cost to Utility, grant or cause to be granted to Utility, perpetual right-of-ways and easements, in a form acceptable to Utility, for the facilities and future attachments to the facilities, including, but not limited to water mains, and access to the supply, production and storage sites. If any rights of way of easements are required by Utility for attachments to developments other than Applicants development, Utility and Applicant shall mutually agree on an acceptable location for such easements or rights of way.

14) Applicant shall, within 120 days following acceptance by Utility of facilities, furnish Utility with the following described original documents.

a) Copies of all invoices and billings and other statements of expenses incurred by Applicant for the construction of the domestic water system.

b) Releases and waivers from contractors, sub-contractors and vendors for materials, equipment, supplies, labor and other costs of construction of said facilities.

15) Utility will provide domestic water service to the Property in accordance with the rates, charges and conditions set forth in the tariffs of Utility as files with the ACC and in effect from time to time. It is agreed that water service to each and every dwelling unit within the Property will be metered accordingly. Applicant acknowledges and agrees that Utility has the right to and may in the future, connect the domestic water facilities to Utility's existing and/or future domestic water system.

16) The cost of construction and installation of facilities as evidenced by invoices furnished to Utility pursuant to Section 14 shall be advances in aid of construction subject to refund by Utility to Applicant. Utility shall make refunds annually to Applicant on or before August 31 for the preceding July 1 through June 30 period. The amount to be refunded annually shall be ten percent (10%) of the revenues (excluding sales taxes and all District, Municipal, County State or Federally imposed regulatory assessments) derived from the provision of metered domestic water service to the Property. Refunds shall be payable for a period of twenty (20) years from the date metered domestic water service is initiated to the Property. In no event shall the refunds paid to Applicant exceed the amount of the advanced in aid of construction. Any balance remaining at the end of the twenty year period shall become non-refundable. No interest shall be paid on any amount(s) advanced.

17) Applicant will furnish Utility with appropriate certificates of insurance, each containing a thirty (30) day notice of cancellation clause, stating collectively that Applicant or its contractors and subcontractors has the following insurance coverage during the period of construction hereunder.

a) Workman's Compensation Insurance in the amounts required by the laws of the state of Arizona.

b) Comprehensive General Liability Insurance including Products/Completed operations, with limits of not less than Two Million Dollars (2,000,000.00) combined single limit for bodily injury (including death) and property damage.

18) Applicant hereby assumes the full and entire responsibility and liability for any and all incidents of injury or death of any person, or loss or damage to any property contributed to or caused by the active or passive negligence of Applicant, its agents, servants, employees, contractors or subcontractors, arising out of or in connection with the construction of the domestic water facilities prior to Utility's acceptance as set forth herein. Accordingly, Applicant will indemnify and hold harmless Utility, its officers, directors, agents and employees from and against claims or expenses, including penalties and assessments, and attorneys' fees to which they or any of them may be subjected by reason of such injury, death, loss, claim, penalty assessment of damage, and in case any suit or other proceeding shall be brought on account thereof, Applicant will assume the defense at Applicants own expense and will pay all judgements rendered therein.

19) Applicant shall furnish Utility within sixty (60) days after completion of construction "As-Built" drawings certified as to correctness by an engineer registered in the State of Arizona showing the locations and respective sizes of all supply, transmission, production, storage, pumping facilities, and distribution facilities up to the curb valve of service connections to all dwelling units and/or structures served by the domestic water system.

20) Applicant shall cause any Department of Real Estate Subdivision reports issued regarding the Property, clearly to state that water services are to be provided by Utility and that Utility shall own all facilities utilized in providing said services, other than the service connections from the curb line into the dwelling unit premises.

21) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

22) Communications hereunder shall be sent to the respective parties, addressed as follows:

APPLICANT: Terra Mobile Ranchettes Estates
4439 W. Glendale Boulevard
Glendale, AZ 85301

UTILITY: Rigby Water Company
P.O. Box 2899
Gilbert, AZ 85299-2899

or to other such address as the parties may advise each other in writing.

23) It is agreed that Utility is not an agent of Applicant and shall not incur any costs or expenses on behalf of Applicant and that Applicant is not an agent of Utility and shall not incur any cost or expenses on behalf of Utility.

24) This Agreement shall be governed by the laws of the State of Arizona and shall be subject to the approval of the ACC and such other regulatory agencies as may be required under the laws of said State.

25) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns. However, neither Applicant nor Utility shall assign its rights, obligations and interest in this Agreement without the prior written consent of the other and such consent shall not be unreasonably withheld or delayed by either Applicant or Utility. Any attempted assignment without such consent shall be void and of no effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

APPLICANT

Terra Mobile Ranchettes Estates Rigby Water Company

By: Charles Daines
Charles Daines-DAINS

UTILITY

By: Fred T. Wilkinson
Fred T. Wilkinson, President

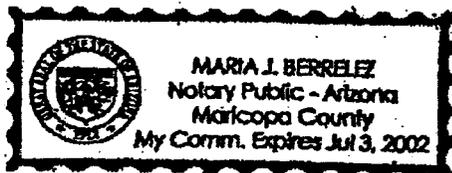
By: Judy A. Lopez
Judy A. Lopez, Secretary,
Treasurer

STATE OF ARIZONA)
County of Maricopa) SS

The foregoing instrument was acknowledged before me this ___ day of March 2nd, 1999, by Charles DAINS known to me to be the _____ of _____, and authorized by said corporation to make this acknowledgement on its behalf.

By Maria J. Berrelez
Notary Public

My Commission Expires _____

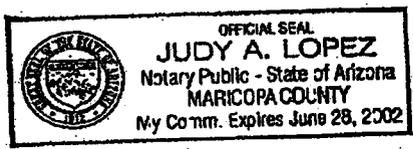


STATE OF ARIZONA)
County of Maricopa) SS

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by Fred J. Wilkinson known to me to be the President of Rialty Water Company, and authorized by said corporation to make this acknowledgement on its behalf.

By Judy A. Lopez
Notary Public

My Commission Expires 6/28/02



MEC No: RWC-002

Date February 18, 1999

Applicant: Terra Mobile Ranchettes Estates

TIERRA MOBILE RANCHETTES

EXHIBIT B

Distribution System:

5,440 L/F 8" C-900 P.V.C.	\$11.20	\$60,928.00
4,400 L/F 6" C-900 P.V.C.	\$9.00	\$39,600.00
1 only 6" 90 Bend	\$87.00	\$87.00
18 each 6" Gate Valve	\$580.00	\$10,440.00
1 only 6"x6" Reducer	\$140.00	\$140.00
2 each 8" 45 Bend	\$98.00	\$196.00
8 each 8"x6" Tee	\$220.00	\$1,760.00
8 each 6" Fire Hydrant	\$890.00	\$7,120.00
2 each 8" 90 Bend	\$105.00	\$210.00
4 each 8" Gate Valve	\$780.00	\$3,120.00
7 each 6"x6" tee	\$190.00	\$1,330.00
	Sub-Total	\$124,931.00

Services:

83 each 1" Corp. Stops	\$52.00	\$4,316.00
83 each 1" Angle Meter Stops	\$48.00	\$3,984.00
83 each Meter Boxes	\$70.00	\$5,810.00
1 only 8" 22 1/2 Bend	\$158.00	\$158.00
	Sub-Total	\$14,268.00

Reservoir:

1 only 50,000 gallon Tank	\$27,000.00	\$27,000.00
Clean up and testing costs	\$2,600.00	\$2,600.00
	Sub-Total	\$29,600.00

Booster Pumps:	\$50,851.00	\$50,851.00
-----------------------	-------------	-------------

Easement:

Art Tobin Easement	\$16,000.00	\$16,000.00
--------------------	-------------	-------------

Miscellaneous:

Bonds	\$672.00	\$672.00
-------	----------	----------

Permits	\$666.68	\$666.68
---------	----------	----------

Sub-Total		<u>\$1,338.68</u>
-----------	--	-------------------

SUMMARY:

Distribution System:	\$124,931.00	
----------------------	--------------	--

Services:	\$14,268.00	
-----------	-------------	--

Reservoir:	\$29,600.00	
------------	-------------	--

Booster Pumps:	\$50,851.00	
----------------	-------------	--

Easement:	\$16,000.00	
-----------	-------------	--

Miscellaneous:	\$1,338.68	
----------------	------------	--

Total	<u>\$236,988.68</u>	
-------	---------------------	--

MEC No: RWC-002

Dated: February 18, 1999

Applicant: Terra Mobile Ranchettes Estates.

EXHIBIT C

OVERSIZING COSTS

No oversizing costs are required under this agreement.

EXHIBIT RWC 6

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

DAIHES CALCULATION:

780

M.B.C.

THIS DATA PROVIDED TO DAHES C.P.A.

LOT #	INITIAL ROAD	DAYS	PRESENT ROAD	DATE	CONSUMPTION	ALLOCATED CONSUMPTION
1	0000	8-1-97	4701	6-1-98	470100	564,120
5	0000	1-28-98	4611	6-1-98	461100	1,106,640
9	0000	4-23-98	739	6-1-98	73900	443,400
24	0000	4-29-98	3511	6-1-98		2,106,600
64	0000	11-17-97	4703	6-1-98	470300	806,250
70	0000(3)	4-1-98	579	6-1-98	57900	347,400
71	0000(3)	4-1-98	694	6-1-98	69400	416,400
72	0000	1-29-98	2985	6-1-98	298500	895,500
73	1996	10-29-97		6-1-98	614400	923,500
74	0000	2-1-98	1416	6-1-98	141600	438,000
75	0000	7-1-98	4064	6-1-98	406400	975,560
76	0000	11-18-97	1135	6-1-98	113500	272,400
77	0000	2-1-98	988	6-1-98	98800	296,400
78	0000(3)	3-1-98	969	6-1-98	96900	387,600
79	0000	11-20-97	868	6-1-98	86800	173,600
82	0000	3-1-98	924	6-1-98	92400	309,600
83	0000	7-14-98	15595	6-1-98	1559500	1,701,275
						12,223,825

$$\frac{12,223,825}{17} = \frac{719,050 \text{ C.P.Y.}}{1000 \text{ GAL}} = 719/1000 \times 127 = 707$$

$$AOC \text{ BILL} = 11.5 \times 2.007 = 23.58 + 819 \times 2.00 = 1658.8$$

A. 50400

1238

114

1352/192 = 7.04

135.2/100 = 1.352

CALCULATION

4th

ASSUMES AVERAGE ANNUAL BILL

$\frac{12,223,825 \text{ GALLONS}}{17 \text{ UNITS}} = 719,050 \text{ GALLONS/UNIT} = \text{AVERAGE CONSUMPTION/}$

$\frac{719,050}{1000} = 719.05$

RATE: 11.50 / MONTH LESS 2.00 SURCHARGE FOR CAPITAL IMPROVEMENTS
= 9.50 / MONTH X 12 MONTHS = \$ 114.00 (INCLUDES 1000 GAL.)

COMMODITY CHARGE = \$2 / 1000 GAL

$719.05 < 1000 \times 12 = 12$

719.05

< 127

$707.05 \times 2.00 = \$1414.10$

114.00

1528.10 ANNUAL AVERAGE REVENUES / LOT

$80 \text{ LOTS} \times 1528.10 = 122,248 \times .10 = 12,224.80$

1,438

114

1552

1414

114

$1528 \times 80 = 122,240 \times 10\% = 12,224$

C/O SUN DANCE MURKIN
4439 W. COLLEGE BLVD

4 AL 85701

EXHIBIT RWC 7

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

We will need meter as
soon as mobile is moved in -
Hold this for a phone call

No
METERS
97433968

Price
of
meter-

Thanks
Charlie

RIGBY WATER COMPANY
Application for Water Service

Date _____
 Acct. No. 1200200

Applicant's Name Charles G. Dains
 Spouse's Name Annie Dains HO 83

Service Address 5216 So 107th Ave
 City, State, Zip Code _____

Mailing Address (if different) Fallon Ay 85353
 City, State, Zip Code _____

Home Phone 245 9043 rent Own Rent _____

If renting, Owner's Name Dains Phone 907-2868 new

Employed at Terra Ranchettes Phone 907-1015 new

Spouse's Employer _____ Phone _____

Last Water Utility Company Arizona Water - Sidona

I have verified that the above information is correct. I have also received a copy of RIGBY WATER COMPANY'S current tariff as filed with the Arizona Corporation Commission and a copy of the pertinent Rules and Regulations. It is agreed that RIGBY WATER COMPANY will supply the undersigned with domestic water and measure the same at point of delivery, for use by the customer's household only, at the above specified location. The rules, regulations and schedules filed with the Arizona Corporation Commission shall determine the quantum supplied and price to be paid by the undersigned. I agree to pay the amount of the bill rendered, according to the terms specified on the monthly billings. I agree to hold the company free from any loss arising out of damage to property or person beyond the point of metering, caused by water.

12 12 00
 (Driver's License No.)

Charles Dains
 (Applicant's Signature)

(For Office Use Only)

Service Deposit Received \$ 40.00 Date 6/23
 Meter Advance Received \$ _____ Date _____

Meter Number 97433968 Make _____

Service Start Date 7/14/97 Start Meter Reading _____
 Service Stop Date _____ Stop Meter Reading _____

Initials _____ * moved 4-4-08 JD

FAXED TO DATE 7/14

SERVICE ADDRESS 5216 S. 107th AVE LOT 83 PLAT _____

CUSTOMER ACCOUNT # Charlie Drains

Date Order Taken 7/14 By DN Date Wanted 7/14 Hour Wanted _____

Meter Number _____ Size _____ Make _____ Reading _____

DESCRIPTION OF WORK

- Install Meter # _____
- Check for Leak
- 10 Gallon Test
- Reading Before _____
- Reading After _____
- Turn On Code # _____
- Turn Off Code # _____
- Replace Meter New # _____
- Clear Around Meter Box
- Other NEED METER #
- Hang Notice
- Reread Meter
- Change of Ownership
- Is this house occupied? If so, hang hanger.
- Lock Off Meter
- Replace Meter Box
- Replace Lid (Meter Box)
- C.O.E. - Get meter reading & meter no.

Completed by _____ Date _____

Coding: 1-Winter 2-Summer 3-Non-pay 4-House Sold 5-No Response to Notice

Virgil

CHARLIE SAYS HIS LINES
should be in by THURSDAY -
would you please check & turn
him on if so.

Thanks

DN

SERVICE ADDRESS 5216 S. 107th AVE LOT 83 PLAT _____
 CUSTOMER ACCOUNT # Charlie Dains
 Date Order Taken 7/14 By CD Date Wanted 7/14 Hour Wanted _____
 Meter Number _____ Size _____ Make _____ Reading _____

DESCRIPTION OF WORK

- | | |
|---|--|
| <input type="checkbox"/> Install Meter # _____ | <input type="checkbox"/> Hang Notice |
| <input type="checkbox"/> Check for Leak | <input type="checkbox"/> Reread Meter |
| <input type="checkbox"/> 10 Gallon Test | <input type="checkbox"/> Change of Ownership |
| Reading Before _____ | <input type="checkbox"/> Is this house occupied? If so, hang hanger. |
| Reading After _____ | <input type="checkbox"/> Lock Off Meter |
| <input checked="" type="checkbox"/> Turn On Code # _____ | <input type="checkbox"/> Replace Meter Box |
| <input type="checkbox"/> Turn Off Code # _____ | <input type="checkbox"/> Replace Lid (Meter Box) |
| <input type="checkbox"/> Replace Meter New # _____ | <input type="checkbox"/> C.O.E. - Get meter reading & meter no. |
| <input type="checkbox"/> Clear Around Meter Box | |
| <input checked="" type="checkbox"/> Other <u>NEED METER #</u> | |

Completed by _____ Date _____
 Coding: 1-Winter 2-Summer 3-Non-pay 4-House Sold 5-No Response to Notice

DATE:

Charlie just called the office
 WANTING THIS TURNED ON TODAY AT TIERRA
 RAUCHETTES. Do you think Virgil or
 Manny can do this? He says a
 mobil is BEING MOVED ON THE PROPERTY
 SO HE NEEDS IT ASAP. DO WE HAVE A
 map of this sub-division?

EXHIBIT RWC 8

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

TERRA RANCHETTE ESTATES SUBDIVISION

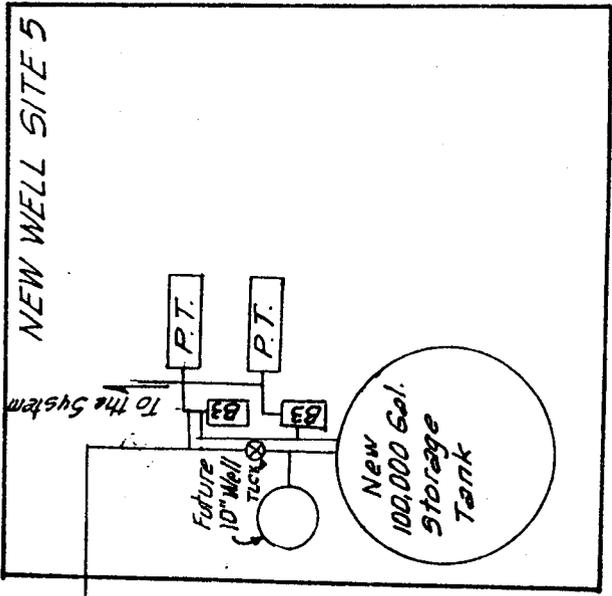
WATER REPORT

BY:

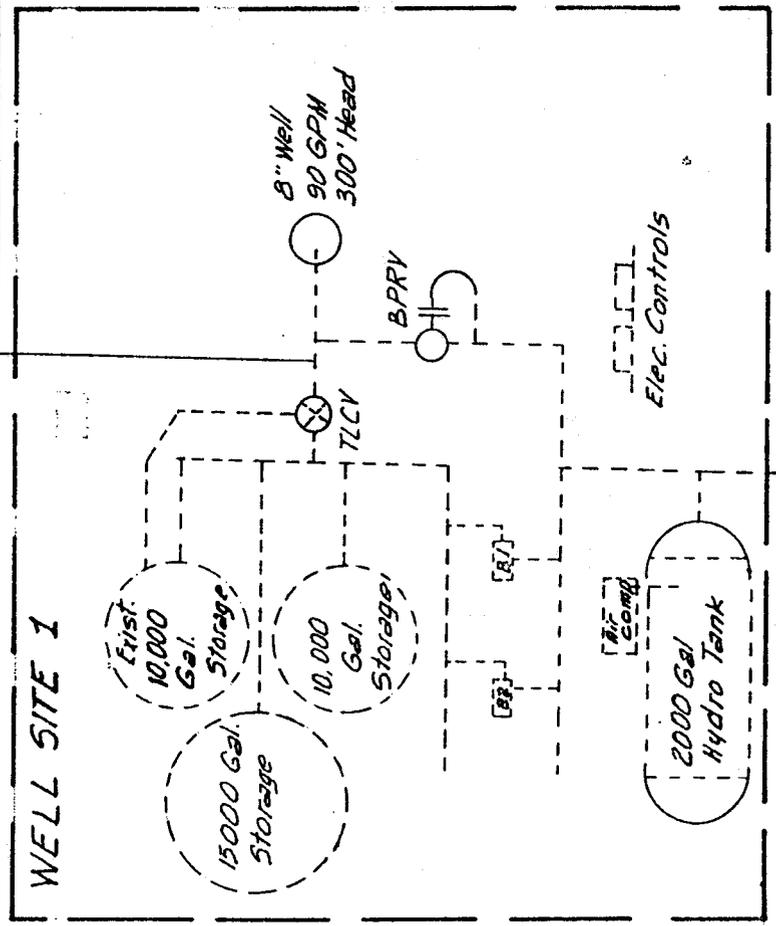
Samer and Associates, Inc.
4250 North 19th Avenue
Phoenix, Arizona 85015

WATER REPORT CAPACITY

1. Subdivision Map and Sketch
2. Description
3. Capacity and Ability
 - a. Subdivision Demand
 - b. Capacity to meet the Demand
 1. Suppling Company
 2. Existing well capacities
 - c. Ability to provide continuous service and pressure for subdivision
 1. Required Demand
 2. Designed System
 - d. Water Quality

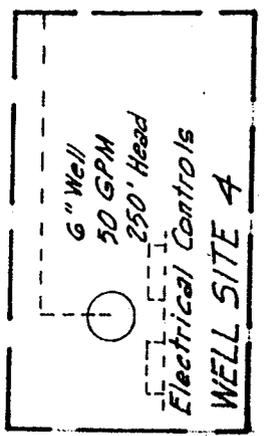


New 8" Transmission Line To
the New 100,000 Gal
Storage Tank



- B1 & B2 - Exist. 7.5 HP. 90 GPM @ 150 Head Boosters
- TLCV - Back Pressure Relief Valve
- TLCV - Tank Level Control Valve
- P.T. - 5000 Gal Pressure Tank
- B3 - 15 HP. 400 GPM @ 45 P.S.I. Booster Pump

Existing Dist.
System 135
Res. Meters



DESCRIPTION

Terra Ranchette is a proposed Mobile Home subdivision to be developed in the City of Avondale, at the Southwest corner of Roeser Road and 107th Avenue. The subdivision has 83 lots and contains 27.57 acres gross, more or less.

3-CAPACITY AND ABILITY

a-Subdivision Demand: For calculating the actual domestic water demand of Terra Ranchette Estates subdivision, we use 140 gallons per day per person, and 3 person per lot

$$140 \times 3 = 420 \text{ GDL} \quad (\text{Gallons per Day per lot})$$

$$420 \times 83 = 34,860 \text{ Gallons per Day}$$

as calculated the total demand for the subdivision is 34,860 gallons per day. The total subdivision demand for the next 100 year is:

$$34,860 \times 365 \times 100 = 1.273 \times 10^9 \text{ Gal.}$$

Calculation shows the total demand for the next 100 years is 1.273×10^9 .

b-CAPACITY TO MEET THE DEMAND

1. Suppling Company

The Subdivision demand should be supplied by existing well #4 which belongs to Rigby Water Company. Rigby Water Company is an Arizona public service water utility holding a franchise for an area whose approximate boundaries are 99th Avenue on the East, 127th Avenue on the West, Broadway Road on the North, and Salt River Bottom on the South. As such, the parcel recently annexed by Avondale is included.

As a public utility, Rigby is govern by the Arizona Corporation Commission and must comply with County and State Health Departments, in addition to the relatively new Department of Water Resources, and now also serve under the direction of the City of Avondale

2. Existing Wells Capacities:

<u>ITEM</u>	<u>Well #4</u>
Depth	400'
Casing	6"
Static Water Level	22'

Well #4 Capacity:

Water Height	$400 - 22 = 378$	ft.
Storage Area	$5,200 \times 5,200 = 27,040,000$	sq. ft.
Well #4 Capacity	$27,040,000 \times 378 = 1.02 \times 10^{10}$	cu. ft.

Total Capacity is Gallons = 1.367×10^9 Gal.

Well #4 existing capacity (1.367×10^9 Gal.) has enough water to support Terra Ranchette Estate Subdivision 100 year demands (1.273×10^9).

ABILITY TO PROVIDE CONTINUOUS SERVICE AND PRESSURE FOR SUBDIVISION

1. Required Demand

To calculate the demand required by subdivision we use 6 fixture units per lot (according to Uniform Plumbing Code).

$$83 \times 6 = 498.00 \text{ f.u.} \sim 100 \text{ G.P.M.}$$

using 6 fixture units per lot provides a total of 498 fixture units for the entire system. This requires approximately 100 G.P.M. for the Total demand for the subdivision.

2. Designed System:

The system design shown in the sketch allowing well #4 to transfer its capacity through the existing distribution system and into the storage tanks at well #1 has been approved by the County and State Board of Health. The system is essentially complete with the exception of the back pressure relief valve and some minor controls. The original intent was to use Well #4 as a back-up to Well #1 system. The pump presently located in Well #4 originally was used to supply the entire 135 metered services. We therefore believe that the capacity which can be provided by Well #4 is sufficient to meet the needs of the 83 services of Terra Ranchette Estates subdivision.

In order to insure adequate service and pressure, it is necessary to provide additional storage capacity for the ranchettes, and a method of transferring sufficient volume and pressure over the distance from the storage tank.

Storage Capacity Calculation:

Number of spaces at Terra Ranchette subdivision	83
Number of spaces at Terra Twin Lakes Mobile Home Park in future	<u>351</u>
Total number of services	434
Using 6 fixture unit per space	
434 x 6 = 2,604 fixture units	
Domestic Demand (Gal per min.)	385
Fire Demand (Gal per min.)	<u>250</u>
Total Demand (Gal per min.)	635

Storage Tank Capacity:
635 X 60 X 2 = 76,200 Gal.

In order to provide a sufficient volume and pressure, we propose 100,000 Gal. storage tank (according to calculation maximum require storage tank capacity for fire and domestic use is 76,200 Gal.) as it shown in the sketch and also two booster pump with an estimated capacity of 400 GPM at minimum 45 P.S.I.

The further development of the South side as Terra Twin Lakes Mobile Home Park we offer the proposed Well sit #5, which as you can see, will fit into the system.

WATER QUALITY

With regard to water quality we are submitting data sheets on the samples. However, should you find that our sample test data is insufficient, we can easily have samples run to meet your further requirements. All routine samples are processed locally by Arizona Testing Laboratory. Radialogical samples are usually processed in California and take considerably longer to obtain results.

	PART I Ambient Groundwater	Units	PART II Disposal Waste Stream
<u>Radiochemicals</u>			
Combined radium-226 and radium-228	_____	pCi/l	_____
Gross alpha particle activity (including radium-226 but excluding radon and Uranium)	5. ± more or less 2.	pCi/l	_____
Beta particle and photon emitters from man-made radionuclides	_____	pCi/l	_____
<u>Secondary Contaminants</u>			
Alkalinity MP(CaCO ₃)	128	mg/l	_____
Calcium	120	mg/l	_____
Chloride	760	mg/l	_____
Copper	Less Than 0.05	mg/l	_____
Hardness (CaCO ₃)	559	mg/l	_____
Iron	Less Than 0.01	mg/l	_____
Magnesium	63	mg/l	_____
Manganese	Less Than 0.05	mg/l	_____
pH	7.6	mg/l	_____
Sodium	342	mg/l	_____
Sulfate (1000)	212	mg/l	_____
Total Dissolved Solids (TDS)	_____	mg/l	_____
Zinc	0.24	mg/l	_____

ADHS/BWQM-213 1/84
Revised 7/84

Appendix A -- NOTICE OF DISPOSAL FORM

Ambient Groundwater and Maximum Disposal Waste Stream Constituent Concentrations

		PART I Ambient Groundwater	Units	PART II Disposal Waste Stream
<u>Microbiological</u>				
Fecal Coliform Bacteria		0	#/100 ml	
<u>Inorganic Chemicals</u>				
Arsenic	Less Than	0.01	mg/l	
Barium	Less Than	0.2	mg/l	
Cadmium	Less Than	0.005	mg/l	
Chromium (Total)		0.01	mg/l	
Lead	Less Than	0.02	mg/l	
Mercury	Less Than	0.001	mg/l	
Nitrate (as N)	✓	2.6	mg/l	
Selenium	Less Than	0.005	mg/l	
Silver	Less Than	0.02	mg/l	
Fluoride		0.03	mg/l	
<u>Organic Chemicals</u>				
Chlorinated Hydrocarbons				
Endrin			mg/l	
Lindane			mg/l	
Methoxychlor			mg/l	
Toxaphene			mg/l	
Chlorophenoxys				
2, 4-D			mg/l	
2, 4, 5TP Silvex			mg/l	
Total Trihalomethanes			mg/l	

ADHS/3WWQM-213 (1/84)
Revised 7/84

EXHIBIT RWC 9

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

Charles Dains
Date 07/14/2006 Type Bill

Reference

Original Amt.
2,617.05

Balance Due
2,617.05

8/9/2006

Discount

Check Amount

Payment
2,617.05
2,617.05

PAYMENT RECORD

B OF A Checking

refund

2,617.05

CHECK REQUEST

RIGBY WATER COMPANY

DATE: 7-14-06

CHECK PAID TO THE ORDER OF: Charles Hains

ADDRESS: 5216 S. 107th Ave
Tollerson, Og 85353

AMOUNT OF PAYMENT: 2617.05 REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct. Number	Unit Price	Amount
		Main Line	252.000		2617.05
		Extensive,			
		July '05 June '06			

Reason for Items: _____

Requested by [Signature] Approved by _____

Department _____

July 30, 2005 / June 30, 2006 Tierra Ranchettes

Jul-05	\$3,020.45
Aug-05	\$2,047.52
Sep-05	\$2,479.76
Oct-05	\$1,846.10
Nov-05	\$2,141.73
Dec-05	\$1,839.49
Jan-06	\$1,810.65
Feb-06	\$1,808.94
Mar-06	\$1,822.44
Apr-06	\$2,118.94
May-06	\$2,290.40
Jun-06	\$2,944.06

total \$26,170.48 refund \$2,617.05

Charles Dains
 Date Type Reference
 07/13/200 Bill

Original Amt. Balance Due 7/13/2005 Discount
 2,388.01 2,388.01
 Check Amount

Payment
 2,388.01
 2,388.01

PAYMENT
 RECORD

B OF A Checking refund

2,388.01

RIGBY WATER COMPANY

DATE: 7-13-05

CHECK PAID TO THE ORDER OF: Charles Mann

ADDRESS: 5216 S. 107th Ave
Tollson, Az. 85353

AMOUNT OF PAYMENT: 2388.01 REFERENCE:

Item No	Quantity	DESCRIPTION	Acct Number	Unit Price	Amount
		Main Line			2388.01
		Extension			
		July'04 - June'05			
		23880.19 x 10%	2388.01		

Reason for Items:

Requested by: [Signature] Approved by:

Department:

3004

Month	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll.	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-04	\$1,734.79	\$158.41	\$3.72	\$25.00			25.00		\$15.00		\$105.00	\$1,961.92	(30.79)	1931.13
Pen. Jan														
Feb-04	1,531.72	144.98	3.44	\$25.00			\$75.00		15.00		145.00	\$1,795.14	-163.95	1631.19
Pen. Feb.														
Mar-04	1,726.64	163.83	3.63	25.00			100.00	(5.00)	15.00		150.00	\$2,029.10	345.54	2374.64
Pen. Mar														
Apr-04	2,063.87	186.03	4.72	50.00			75.00	(4.60)	15.00		135.00	\$2,304.62	(9.67)	2294.95
Pen. April														
May-04	2,342.33	215.91	5.58	25.00			25.00		15.00		145.00	\$2,674.22	371.52	3045.74
Pen. May					(59.55)								(363.30)	2258.71
Jun-04	2,400.06	210.78	5.72	25.00			25.00	(5.00)	15.00		130.00	\$2,622.01	(79.30)	2741.90
Pen. June					(49.40)									
Jul-04	2,566.71	227.73	6.16	50.00			125.00	(5.00)	15.00		165.00	\$2,821.20	237.26	2640.20
Pen. July														
Aug-04	2,059.31	193.98	4.65	25.00			75.00		30.00		125.00	\$2,103.24	407.61	2510.85
Pen. Aug.					(9.50)									
Sep-04	1,898.51	169.78	4.45	25.00			25.00		15.00		135.00	\$2,515.27	374.2	2889.47
Pen. Sept.														
Oct-04	2,241.88	203.18	5.21	50.00			75.00		30.00		115.00	\$1,872.81	770.73	2643.54
Pen. Oct.														
Nov-04	1,588.33	151.22	3.26	25.00			125.00		30.00		155.00	\$1,937.17	-201.55	1735.62
Pen. Nov.														
Dec-04	1,547.60	156.45	3.12	75.00										
Pen. Dec														
		\$2,182.28	\$53.66	\$425.00	(\$118.45)	\$0.00	\$650.00	(\$19.60)	\$165.00	\$0.00	\$1,600.00	\$27,039.64	\$1,658.30	\$28,697.94

Book 11 - Holly Acres

Month	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll.	Late Fee	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-04	\$2,664.89	\$172.34	\$6.19	\$25.00			25.00		\$15.00		\$105.00	\$2,908.42	(215.20)	2693.22
Pen. Jan														
Feb-04	2,312.34	150.48	5.03	\$25.00			\$50.00	(4.70)	15.00		125.00	\$2,538.15	-143.79	2394.36
Pen. Feb.														
Mar-04	2,698.73	174.61	6.5	25.00			25.00		15.00		145.00	\$2,944.84	309.28	3254.12
Pen. Mar														
Apr-04	2,963.49	188.80	7.25	25.00			25.00		15.00		130.00	\$3,184.54	(230.57)	2953.97
Pen. April														
May-04	3,075.57	195.86	7.54	25.00			25.00		15.00		110.00	\$3,303.97	435.63	3739.60
Pen. May														
Jun-04	3,677.62	233.26	9.31	25.00			25.00		15.00		120.00	\$3,945.19	340.90	4286.09
Pen. June														
Jul-04	3,361.51	213.36	8.39	25.00			25.00		15.00		125.00	\$3,608.26	210.50	3818.76
Pen. July														
Aug-04	3,408.62	216.34	8.53	50.00			25.00		15.00		135.00	\$3,658.49	109.30	3767.79
Pen. Aug.														
Sep-04	2,979.82	190.62	7.32	25.00			25.00		15.00		80.00	\$3,222.76	490.9	3713.66
Pen. Sept.														
Oct-04	3,363.92	214.49	8.41	50.00		(413.50)	25.00		15.00		105.00	\$3,213.32	186.73	3400.05
Pen. Oct.														
Nov-04	2,151.17	138.68	4.78	25.00			50.00		45.00	25.00	135.00	\$2,344.63	180.21	2524.84
Pen. Nov.														
Dec-04	2,352.40	157.32	5.40	25.00			50.00		45.00		80.00	\$2,660.12	-199.44	2460.68
Pen. Dec.														
		2,246.16	84.65	175.00	0.00	-413.50	325.00	-9.70	90.00	25.00	1,395.00	37,532.69	1,474.45	39,007.14

2005

Book 10 - Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-05	\$1,621.97	\$160.33	\$3.34	\$100.00			100.00				\$ 80.00	\$1,985.64	(397.29)	1588.35
Pen. Jan														
Feb-05	1,472.45	133.63	2.85	\$50.00				(5.00)			130.00	\$1,653.93	-263.88	1390.05
Pen. Feb.														
Mar-05	1,639.55	153.12	3.41	75.00			25.00				150.00	\$1,896.08	(153.57)	1742.51
Pen. Mar														
Apr-05	2,190.56	199.38	5.31	50.00			25.00	(5.00)			145.00	\$2,465.25	(225.63)	2239.62
Pen. April														
May-05	2,299.30	216.01	5.42	100.00			50.00	(10.00)	15.00		140.00	\$2,675.73	287.61	2963.34
Pen. May														
Jun-05	2,754.02	249.93	6.74	125.00	(36.60)							\$3,099.09	168.63	3267.72
Pen. June												\$0.00		0.00
Jul-05												\$0.00		0.00
Pen. July												\$0.00		0.00
Aug-05												\$0.00		0.00
Pen. Aug.												\$0.00		0.00
Sep-05												\$0.00		0.00
Pen. Sept.												\$0.00		0.00
Oct-05												\$0.00		0.00
Pen. Oct.												\$0.00		0.00
Nov-05												\$0.00		0.00
Pen. Nov.												\$0.00		0.00
Dec-05												\$0.00		0.00
Pen. Dec												\$0.00		0.00
		<u>\$1,112.40</u>	<u>\$27.07</u>	<u>\$500.00</u>	<u>(\$36.60)</u>	<u>\$0.00</u>	<u>\$200.00</u>	<u>(\$20.00)</u>	<u>\$15.00</u>	<u>\$0.00</u>	<u>\$645.00</u>	<u>\$13,775.72</u>	<u>(\$584.13)</u>	<u>\$13,191.59</u>

Book 11 - Holly Acres

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll	Late Fee	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-05	\$2,098.58	\$135.33	\$4.72	\$50.00							\$ 75.00	\$2,288.63	34.50	2323.13
Pen. Jan														
Feb-05	1,825.59	122.25	3.84	\$50.00			\$ 25.00	15.00	15.00	25.00	110.00	\$2,066.68	-24.03	2042.65
Pen. Feb.														
Mar-05	2,409.75	154.96	5.61				25.00	(5.00)	30.00		150.00	\$2,620.32	(23.88)	2596.44
Pen. Mar														
Apr-05	3,122.01	196.72	7.71					(5.00)			75.00	\$3,321.44	(135.23)	3186.21
Pen. April														
May-05	3,217.53	205.18	8.06	25.00				(5.00)	15.00		95.00	\$3,465.77	(191.86)	3273.91
Pen. May														
Jun-05	3,751.08	237.88	9.57	25.00								\$4,023.53	(156.83)	3866.70
Pen. June												\$0.00		0.00
Jul-05												\$0.00		0.00
Pen. July												\$0.00		0.00
Aug-05												\$0.00		0.00
Pen. Aug.												\$0.00		0.00
Sep-05												\$0.00		0.00
Pen. Sept.												\$0.00		0.00
Oct-05												\$0.00		0.00
Pen. Oct.												\$0.00		0.00
Nov-05												\$0.00		0.00
Pen. Nov.												\$0.00		0.00
Dec-05												\$0.00		0.00
Pen. Dec.												\$0.00		0.00
	<u>16,424.54</u>	<u>1,052.32</u>	<u>39.51</u>	<u>150.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50.00</u>	<u>-15.00</u>	<u>60.00</u>	<u>25.00</u>	<u>505.00</u>	<u>17,786.37</u>	<u>-497.33</u>	<u>17,289.04</u>

Charles Dains

Date	Type	Reference
07/07/200	Bill	

Original Amt.
2,175.05

Balance Due	Discount	Check Amount
2,175.05		

Payment
2,175.05
2,175.05

7/7/2004

PAYMENT RECORD

B OF A Checking refund

2,175.05

CHECK REQUEST

RIGBY WATER COMPANY

DATE: July 7, 2004

CHECK PAID TO THE ORDER OF: Charlie Dains

ADDRESS: _____

AMOUNT OF PAYMENT: 2175.05 REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct. Number	Unit Price	Amount
		main line			
		extension			
		July 03 - June 04			

Reason for Items: _____

Requested by Lap Approved by _____

Department _____

July 30, 2003 / June 30, 2004 Tierra Ranchettes

Jul-03	\$2,411.27
Aug-03	\$2,340.90
Sep-03	\$2,110.90
Oct-03	\$2,252.20
Nov-03	\$1,804.66
Dec-03	\$1,442.46
Jan-04	\$1,734.79
Feb-04	\$1,531.72
Mar-04	\$1,726.64
Apr-04	\$2,063.87
May-04	\$2,342.33
Jun-04	\$2,400.06

total	21750.53	refund	\$2,175.05
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Book 10 - Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE Connect	Penalties	NSF	Other & Field Coll.	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-04	\$1,734.79	\$158.41	\$3.72	\$ 25.00			25.00		\$ 15.00		\$ 105.00	\$1,961.92	(30.79)	1931.13
Pen. Jan														
Feb-04	1,531.72	144.98	3.44	\$25.00		\$ 75.00		15.00				\$1,795.14	-163.95	1631.19
Pen Feb.														
Mar-04	1,726.64	163.83	3.63	25.00		100.00	(5.00)	15.00				\$2,029.10	345.54	2374.64
Pen. Mar														
Apr-04	2,063.87	186.03	4.72	50.00								\$2,304.62	(9.67)	2294.95
Pen April														
May-04	2,342.33	215.91	5.58	25.00			75.00	(4.60)	15.00			\$2,674.22	371.52	3045.74
Pen. May														
Jun-04	2,400.06	210.78	5.72	25.00	(59.55)		25.00	15.00				\$2,622.01	(363.30)	2258.71
Pen. June														
Jul-04												\$0.00		0.00
Pen July														
Aug-04												\$0.00		0.00
Pen. Aug.														
Sep-04												\$0.00		0.00
Pen. Sept.														
Oct-04												\$0.00		0.00
Pen. Oct.														
Nov-04												\$0.00		0.00
Pen. Nov.														
	\$11,799.41	\$1,079.94	\$26.81	\$175.00	(\$59.55)	\$0.00	\$300.00	(\$9.60)	\$75.00	\$0.00	\$680.00	\$13,387.01	\$149.35	\$13,536.36

Book 11 - Holly Acres

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE Connect	Penalties	NSF	Other & Field Coll.	Late Fee	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-04	\$2,664.89	\$172.34	\$6.19	\$ 25.00			25.00		\$ 15.00		\$ 105.00	\$2,908.42	(215.20)	2693.22
Pen. Jan														
Feb-04	2,312.34	150.48	5.03	\$25.00		\$ 50.00	(4.70)					\$2,538.15	-143.79	2394.36
Pen Feb.														
Mar-04	2,698.73	174.61	6.5	25.00			25.00	15.00				\$2,944.84	309.28	3254.12
Pen. Mar														
Apr-04	2,963.49	188.80	7.25	25.00			25.00					\$3,184.54	(230.57)	2953.97
Pen April														
May-04	3,075.57	195.86	7.54	25.00			25.00					\$3,303.97	435.63	3739.60
Pen. May														
Jun-04	3,677.62	233.26	9.31	25.00			25.00					\$3,945.19	340.90	4286.09
Pen. June														
Jul-04												\$0.00		0.00
Pen July														
Aug-04												\$0.00		0.00
Pen. Aug.														
Sep-04												\$0.00		0.00
Pen. Sept.														
Oct-04												\$0.00		0.00
Pen. Oct.														
Nov-04												\$0.00		0.00
Pen. Nov.														
	17,392.64	1,115.35	41.82	75.00	0.00	0.00	175.00	-4.70	30.00	0.00	615.00	18,825.11	496.25	19,321.36

Book 10 - Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE Connect	Penalties	NSF	Other & Field Coll	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-03	\$1,366.09	\$93.36	\$2.69	\$75.00	\$ (9.42)		50.00	\$ (5.00)			\$ 115.00	\$1,572.72	565.47	2138.19
Pen. Jan														
Feb-03	1,549.41	103.30	3.28	\$25.00			\$ 50.00		15.00		110.00	\$1,745.99	104.69	1850.68
Pen Feb.														
Mar-03	1,390.04	102.89	2.75	50.00					15.00		150.00	\$1,560.68	436.65	1997.33
Pen. Mar														
Apr-03	1,880.71	162.29	4.23	25.00			50.00				145.00	\$2,122.23	526.44	2648.67
Pen April														
May-03	2,241.19	203.42	5.29	100.00	(64.89)		150.00		15.00	10.00	195.00	\$2,660.01	343.66	3003.67
Pen. May														
Jun-03	2,618.98	231.05	6.45	25.00			125.00		15.00		160.00	\$3,021.48	157.84	3179.32
Pen. June														
Jul-03	2,411.27	206.82	5.82	25.00			25.00		30.00		155.00	\$2,703.91	836.65	3540.56
Pen July														
Aug-03	2,340.90	215.03	5.62	50.00			175.00		25.00		135.00	\$2,811.55	83.94	2895.49
Pen. Aug.														
Sep-03	2,110.90	184.77	4.90				100.00		15.00		140.00	\$2,415.57	764.17	3179.74
Pen. Sept.														
Oct-03	2,252.20	190.86	5.33	25.00	(27.85)		50.00				160.00	\$2,495.54	463.69	2959.23
Pen. Oct.														
Nov-03	1,804.66	160.14	3.93	50.00			75.00				110.00	\$2,093.73	81.87	2175.60
Pen. Nov.														
Dec-03	1,442.46	126.36	2.83				25.00		30.00	25.00	140.00	\$1,651.65	107.3	1758.95
Pen. Dec.														
	<u>\$23,408.81</u>	<u>\$1,980.29</u>	<u>\$53.12</u>	<u>\$450.00</u>	<u>(\$102.16)</u>	<u>\$0.00</u>	<u>\$875.00</u>	<u>(\$5.00)</u>	<u>\$135.00</u>	<u>\$60.00</u>	<u>\$1,715.00</u>	<u>\$26,855.06</u>	<u>\$4,472.37</u>	<u>\$31,327.43</u>

Book 11 -Holly Acres

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE Connect	Penalties	NSF	Other & Field Coll	Late Fee	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-03	\$2,192.96	\$144.45	\$4.91	\$ 50.00			50.00				\$ 100.00	\$2,442.32	248.24	2690.56
Pen. Jan														
Feb-03	2,427.51	156.08	5.42	\$25.00			\$ 25.00				95.00	\$2,639.01	-60.06	2578.95
Pen Feb.														
Mar-03	2,233.46	140.63	4.93								85.00	\$2,379.02	242.32	2621.34
Pen. Mar														
Apr-03	2,883.73	185.44	6.93	25.00			25.00				105.00	\$3,126.10	405.42	3531.52
Pen April														
May-03	3,581.65	229.51	9.03				50.00				125.00	\$3,870.19	182.29	4052.48
Pen. May														
Jun-03	3,651.76	234.92	9.17				25.00			39.50	110.00	\$3,960.35	71.40	4031.75
Pen. June														
Jul-03	3,776.50	240.32	9.51	25.00			150.00		15.00		130.00	\$4,051.33	819.25	4870.58
Pen July														
Aug-03	3,307.56	220.89	8.07	25.00			25.00				130.00	\$3,726.52	(156.59)	3569.93
Pen. Aug.														
Sep-03	2,899.87	185.79	6.92			(356.00)	25.00		15.00		115.00	\$3,132.58	498.83	3631.41
Pen. Sept.														
Oct-03	2,796.61	184.12	6.61	25.00			75.00		15.00		120.00	\$2,746.34	120.3	2866.64
Pen. Oct.														
Nov-03	2,449.10	161.80	5.59	50.00			50.00		15.00		120.00	\$2,731.49	-167.94	2563.55
Pen. Nov.														
Dec-03	2,326.84	146.90	5.18				25.00				150.00	\$2,478.92	-42.72	2436.20
Pen. Dec.														
	<u>\$34,527.55</u>	<u>\$2,230.85</u>	<u>\$82.27</u>	<u>\$225.00</u>	<u>\$0.00</u>	<u>(\$356.00)</u>	<u>\$475.00</u>	<u>\$0.00</u>	<u>\$60.00</u>	<u>\$39.50</u>	<u>\$1,385.00</u>	<u>\$37,284.17</u>	<u>\$2,160.74</u>	<u>\$39,444.91</u>

Charles Dains
 Date Type Reference
 08/01/200 Bill

Original Amt.	Balance Due	8/1/2003 Discount	Payment
2,292.54	2,292.54		2,292.54
	Check Amount		2,292.54

B OF A Checking refund

2,292.54

151529 (11/00)

King

CHECK PAID TO THE ORDER OF:

Charles Rain

ADDRESS:

5216 S. 107th Ave

Tolleson, Az 85353

AMOUNT OF PAYMENT:

2292.54

REFERENCE:

Item No.	Quantity	DESCRIPTION	Acct Number	Unit Price	Amount
		Main line Extension			2292.54
		Revised			
		Tierra Mobile			
		Rockettes			
		June 02 - July 03			

Reason for items:

Requested by

RCa

Approved by

Department

1003001	1003011	1003021	1003032	1003042	total
Jul-02 \$16.10	Jul-02 \$18.10	Jul-02 29.30	Jul-02	Jul-02 \$21.50	
Aug-02	Aug-02	Aug-02	Aug-02	Aug-02	
Sep-02	Sep-02	Sep-02	Sep-02	Sep-02	
Oct-02	Oct-02	Oct-02	Oct-02	Oct-02	
Nov-02	Nov-02	Nov-02	Nov-02	Nov-02	
Dec-02	Dec-02	Dec-02	Dec-02	Dec-02	
Jan-03	Jan-03	Jan-03	Jan-03	Jan-03	
Feb-03	Feb-03	Feb-03	Feb-03	Feb-03	
Mar-03	Mar-03	Mar-03	Mar-03	Mar-03	
Apr-03	Apr-03	Apr-03	Apr-03	Apr-03	
May-03	May-03	May-03	May-03	May-03	
Jun-03	Jun-03	Jun-03	Jun-03	Jun-03	
\$16.10	\$18.10	\$29.30	\$0.00	\$21.50	\$85.00
1003051	1003062	1003071	1003081	1003091	
Jul-02 \$30.30	Jul-02 \$8.58	Jul-02 \$21.10	Jul-02 \$62.94	Jul-02 \$22.50	
Aug-02	Aug-02	Aug-02	Aug-02	Aug-02	
Sep-02	Sep-02	Sep-02	Sep-02	Sep-02	
Oct-02	Oct-02	Oct-02	Oct-02	Oct-02	
Nov-02	Nov-02	Nov-02	Nov-02	Nov-02	
Dec-02	Dec-02	Dec-02	Dec-02	Dec-02	
Jan-03	Jan-03	Jan-03	Jan-03	Jan-03	
Feb-03	Feb-03	Feb-03	Feb-03	Feb-03	
Mar-03	Mar-03	Mar-03	Mar-03	Mar-03	
Apr-03	Apr-03	Apr-03	Apr-03	Apr-03	
May-03	May-03	May-03	May-03	May-03	
Jun-03	Jun-03	Jun-03	Jun-03	Jun-03	
\$30.30	\$8.58	\$21.10	\$62.94	\$22.50	\$145.42
1003101	1003112	1003121	1003131	1003141	
Jul-02 \$10.50	Jul-02 \$9.50	Jul-02 \$28.10	Jul-02 \$25.80	Jul-02 \$5.50	
Aug-02	Aug-02	Aug-02	Aug-02	Aug-02	
Sep-02	Sep-02	Sep-02	Sep-02	Sep-02	
Oct-02	Oct-02	Oct-02	Oct-02	Oct-02	
Nov-02	Nov-02	Nov-02	Nov-02	Nov-02	
Dec-02	Dec-02	Dec-02	Dec-02	Dec-02	
Jan-03	Jan-03	Jan-03	Jan-03	Jan-03	
Feb-03	Feb-03	Feb-03	Feb-03	Feb-03	
Mar-03	Mar-03	Mar-03	Mar-03	Mar-03	
Apr-03	Apr-03	Apr-03	Apr-03	Apr-03	
May-03	May-03	May-03	May-03	May-03	
Jun-03	Jun-03	Jun-03	Jun-03	Jun-03	
\$10.50	\$9.50	\$28.10	\$25.80	\$5.50	\$83.50
1003142	1003152	1003161	1003174	1003182/4	
Jul-02 25.20	Jul-02 17.5	Jul-02 59.26	Jul-02 32.30	Jul-02 58.34	
Aug-02	Aug-02	Aug-02	Aug-02	Aug-02	
Sep-02	Sep-02	Sep-02	Sep-02	Sep-02	
Oct-02	Oct-02	Oct-02	Oct-02	Oct-02	
Nov-02	Nov-02	Nov-02	Nov-02	Nov-02	
Dec-02	Dec-02	Dec-02	Dec-02	Dec-02	
Jan-03	Jan-03	Jan-03	Jan-03	Jan-03	
Feb-03	Feb-03	Feb-03	Feb-03	Feb-03	
Mar-03	Mar-03	Mar-03	Mar-03	Mar-03	
Apr-03	Apr-03	Apr-03	Apr-03	Apr-03	

Apr-03	25.90	48.22	27.90	16.30	33.10	\$ 151.42
May-03						
Jun-03						
1003391	1003401	1003411	1003421	1003431		
Jul-02	96.29	71.45	38.56	18.70	30.70	
Aug-02		Aug-02	Aug-02	Aug-02	Jul-02	
Sep-02		Sep-02	Sep-02	Sep-02	Aug-02	
Oct-02		Oct-02	Oct-02	Oct-02	Sep-02	
Nov-02		Nov-02	Nov-02	Nov-02	Oct-02	
Dec-02		Dec-02	Dec-02	Dec-02	Nov-02	
Jan-03		Jan-03	Jan-03	Jan-03	Dec-02	
Feb-03		Feb-03	Feb-03	Feb-03	Jan-03	
Mar-03		Mar-03	Mar-03	Mar-03	Feb-03	
Apr-03		Apr-03	Apr-03	Apr-03	Mar-03	
May-03		May-03	May-03	May-03	Apr-03	
Jun-03		Jun-03	Jun-03	Jun-03	May-03	
96.29	71.45	38.56	18.70	30.70	\$ 255.70	
1003441	1003451	1003461/3	1003471	1003481		
Jul-02	102.50	33.30	27.10	28.30	0.00	
Aug-02		Aug-02	Aug-02	Aug-02	Jul-02	
Sep-02		Sep-02	Sep-02	Sep-02	Aug-02	
Oct-02		Oct-02	Oct-02	Oct-02	Sep-02	
Nov-02		Nov-02	Nov-02	Nov-02	Oct-02	
Dec-02		Dec-02	Dec-02	Dec-02	Nov-02	
Jan-03		Jan-03	Jan-03	Jan-03	Dec-02	
Feb-03		Feb-03	Feb-03	Feb-03	Jan-03	
Mar-03		Mar-03	Mar-03	Mar-03	Feb-03	
Apr-03		Apr-03	Apr-03	Apr-03	Mar-03	
May-03		May-03	May-03	May-03	Apr-03	
Jun-03		Jun-03	Jun-03	Jun-03	May-03	
102.50	33.30	27.10	28.30	0.00	\$ 191.20	
1003491	1003501	1003510	1003520	1003531		
Jul-02	19.10	13.50	37.64	39.48	52.36	
Aug-02		Aug-02	Aug-02	Aug-02	Jul-02	
Sep-02		Sep-02	Sep-02	Sep-02	Aug-02	
Oct-02		Oct-02	Oct-02	Oct-02	Sep-02	
Nov-02		Nov-02	Nov-02	Nov-02	Oct-02	
Dec-02		Dec-02	Dec-02	Dec-02	Nov-02	
Jan-03		Jan-03	Jan-03	Jan-03	Dec-02	
Feb-03		Feb-03	Feb-03	Feb-03	Jan-03	
Mar-03		Mar-03	Mar-03	Mar-03	Feb-03	
Apr-03		Apr-03	Apr-03	Apr-03	Mar-03	
May-03		May-03	May-03	May-03	Apr-03	
Jun-03		Jun-03	Jun-03	Jun-03	May-03	
19.10	13.50	37.64	39.48	52.36	\$ 162.08	
1003541	1003551	1003563	1003571	1003581		
Jul-02	13.70	37.64	0.00	36.95	21.30	
Aug-02		Aug-02	Aug-02	Aug-02	Jul-02	
Sep-02		Sep-02	Sep-02	Sep-02	Aug-02	
Oct-02		Oct-02	Oct-02	Oct-02	Sep-02	
Nov-02		Nov-02	Nov-02	Nov-02	Oct-02	
Dec-02		Dec-02	Dec-02	Dec-02	Nov-02	
Jan-03		Jan-03	Jan-03	Jan-03	Dec-02	
Feb-03		Feb-03	Feb-03	Feb-03	Jan-03	
13.70	37.64	0.00	36.95	21.30		

Mar-03	13.70	37.64	0.00	36.95	21.30	\$ 108.59
Apr-03						
May-03						
Jun-03						
1003581	1003581	1003581	1003581	1003581	1003581	
Jul-02	38.33	50.06	37.18	25.50	21.90	\$ 172.97
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
1003584	1003585	1003586	1003587	1003588	1003589	
Jul-02	0.00	9.50	9.50	9.50	125.50	
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
1003691	1003701	1003712	1003721	1003731	1003741	
Jul-02	59.26	29.50	29.50	11.50	39.02	\$ 154.00
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
1003741	1003751	1003761	1003771	1003781	1003791	
Jul-02	23.3	18.3	18.3	11.50	39.02	\$ 168.78
Aug-02						
Sep-02						
Oct-02						
Nov-02						

Charles Dains
 Date Type Reference
 08/23/200 Bill

Original Amt. Balance Due 8/23/2002 Discount
 2,169.80 2,169.80
 Check Amount

Payment
 2,169.80
 2,169.80

B OF A Checking refund

2,169.80

151529 (11/00)

CHECK PAID TO THE ORDER OF: _____

Charlie Davis

ADDRESS: _____

5216 S 107th Ave

Tollson G 85353

AMOUNT OF PAYMENT: 2169.80 REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct Number	Unit Price	Amount
		Main Line			2169.80
		Extension Refund	252000		
		Teresa Ranzetta			

Reason for Items: _____

Requested by _____ Approved by _____

Department _____

Charlie Davis

July 1, 2001 / June 30, 2002

1003001	1003011	1003021	1003032	1003042	total
Aug-01 \$15.30	Aug-01 \$22.70	Aug-01 42.40	Aug-01 \$0.00	Aug-01 \$23.70	
Sep-01 \$66.09	Sep-01 \$11.90	Sep-01 32.50	Sep-01 \$0.00	Sep-01 \$26.50	
Oct-01 \$18.90	Oct-01 \$16.10	Oct-01 \$28.10	Oct-01 \$0.00	Oct-01 \$28.50	
Nov-01 \$21.30	Nov-01 \$16.30	Nov-01 \$22.50	Nov-01 \$0.00	Nov-01 \$21.30	
Dec-01 \$19.30	Dec-01 \$27.30	Dec-01 \$16.30	Dec-01 \$0.00	Dec-01 \$18.90	
Jan-02 \$19.10	Jan-02 \$19.70	Jan-02 \$16.10	Jan-02 \$0.00	Jan-02 \$20.30	
Feb-02 \$15.90	Feb-02 \$15.90	Feb-02 \$17.30	Feb-02 \$0.00	Feb-02 \$17.30	
Mar-02 \$23.30	Mar-02 \$18.70	Mar-02 \$20.50	Mar-02 \$0.00	Mar-02 \$24.30	
Apr-02 \$27.10	Apr-02 \$16.30	Apr-02 \$28.70	Apr-02 \$0.00	Apr-02 \$19.30	
May-02 \$30.10	May-02 \$16.50	May-02 \$36.95	May-02 \$0.00	May-02 \$30.20	
Jun-02 \$44.31	Jun-02 \$16.70	Jun-02 \$38.10	Jun-02 \$0.00	Jun-02 \$26.90	
Jul-02	Jul-02	Jul-02	Jul-02	Jul-02	
\$300.70	\$198.10	\$300.45	\$0.00	\$255.20	\$1,054.45
1003051	1003061	1003071	1003081	1003091	
Aug-01 \$44.93	Aug-01 \$19.30	Aug-01 \$15.70	Aug-01 \$61.95	Aug-01 \$66.89	
Sep-01 \$35.10	Sep-01 \$15.50	Sep-01 \$15.10	Sep-01 \$40.10	Sep-01 \$70.23	
Oct-01 \$28.30	Oct-01 \$15.70	Oct-01 \$15.70	Oct-01 \$20.30	Oct-01 \$42.17	
Nov-01 \$22.70	Nov-01 \$15.30	Nov-01 \$14.70	Nov-01 \$28.50	Nov-01 \$37.34	
Dec-01 \$12.70	Dec-01 \$15.50	Dec-01 \$13.90	Dec-01 \$15.70	Dec-01 \$27.50	
Jan-02 \$19.90	Jan-02 \$12.90	Jan-02 \$16.10	Jan-02 \$15.30	Jan-02 \$27.50	
Feb-02 \$20.10	Feb-02 \$10.30	Feb-02 \$56.96	Feb-02 \$30.10	Feb-02 \$31.90	
Mar-02 \$22.90	Mar-02 \$9.50	Mar-02 \$10.70	Mar-02 \$48.45	Mar-02 \$52.13	
Apr-02 \$24.10	Apr-02 \$9.50	Apr-02 \$13.70	Apr-02 \$59.03	Apr-02 \$115.61	
May-02 \$34.19	May-02 \$9.50	May-02 \$13.10	May-02 \$51.67	May-02 \$62.02	
Jun-02 \$66.50	Jun-02 \$6.55	Jun-02 \$21.50	Jun-02 \$26.10	Jun-02 \$19.70	
Jul-02	Jul-02	Jul-02	Jul-02	Jul-02	
\$321.42	\$141.55	\$207.16	\$397.20	\$542.99	\$1,610.32
1003101	100311/2	1003121	1003131	1003141	
Aug-01 \$14.70	Aug-01 \$11.50	Aug-01 \$116.23	Aug-01 \$24.30	Aug-01 \$20.70	
Sep-01 \$14.90	Sep-01 \$11.50	Sep-01 \$128.88	Sep-01 \$24.10	Sep-01 \$25.50	
Oct-01 \$15.70	Oct-01 \$11.50	Oct-01 \$53.44	Oct-01 \$20.50	Oct-01 \$12.70	
Nov-01 \$15.10	Nov-01 \$11.50	Nov-01 \$34.50	Nov-01 \$36.42	Nov-01 \$15.90	
Dec-01 \$12.90	Dec-01 \$11.50	Dec-01 \$29.10	Dec-01 \$25.30	Dec-01 11.50	
Jan-02 \$14.50	Jan-02 \$9.50	Jan-02 \$28.50	Jan-02 \$22.90	Jan-02 9.50	
Feb-02 \$11.10	Feb-02 \$9.50	Feb-02 \$24.10	Feb-02 \$27.10	Feb-02 9.50	
Mar-02 \$14.30	Mar-02 \$9.50	Mar-02 \$0.70	Mar-02 \$32.10	Mar-02 9.50	
Apr-02 \$13.90	Apr-02 \$12.28	Apr-02 \$40.17	Apr-02 \$17.50	Apr-02 \$9.50	
May-02 \$11.50	May-02 \$8.55	May-02 \$26.10	May-02 \$25.10	May-02 9.50	
Jun-02 \$10.50	Jun-02 \$17.90	Jun-02 \$37.87	Jun-02 \$30.90	Jun-02 9.50	
Jul-02	Jul-02	Jul-02	Jul-02	Jul-02	
\$149.10	\$136.23	\$549.59	\$286.22	\$143.30	\$1,264.44
1003142	1003152	1003161	1003172/3	1003182/4	
Aug-01 \$20.90	Aug-01 \$28.50	Aug-01 \$39.18	Aug-01 \$105.65	Aug-01 \$2.30	
Sep-01 \$16.50	Sep-01 \$31.90	Sep-01 \$61.03	Sep-01 \$86.10	Sep-01 -	
Oct-01 \$16.50	Oct-01 \$28.50	Oct-01 \$39.87	Oct-01 \$57.81	Oct-01 -	
Nov-01 \$17.30	Nov-01 \$25.70	Nov-01 \$35.73	Nov-01 \$15.52	Nov-01 -	
Dec-01 \$15.30	Dec-01 \$21.10	Dec-01 \$20.70	Dec-01 \$11.50	Dec-01 -	
Jan-02 \$15.50	Jan-02 \$32.70	Jan-02 \$23.10	Jan-02 \$9.50	Jan-02 9.19	
Feb-02 \$13.50	Feb-02 \$26.70	Feb-02 \$18.70	Feb-02 \$27.70	Feb-02 22.90	
Mar-02 \$13.90	Mar-02 \$26.70	Mar-02 \$29.30	Mar-02 \$2.22	Mar-02 15.10	
Apr-02 \$20.10	Apr-02 \$26.70	Apr-02 \$37.64	Apr-02 \$62.94	Apr-02 35.34	
May-02 \$12.50	May-02 \$26.90	May-02 \$39.25	May-02 \$50.52	May-02 39.71	
Jun-02 \$17.30	Jun-02 \$20.90	Jun-02 \$65.93	Jun-02 \$40.63	Jun-02 42.70	

Jul-02	Jul-02	Jul-02	Jul-02	Jul-01	Jul-02	Jul-02	Jul-02
179.30	303.3	410.43	470.08	197.24	\$1,580.36		
1003192	1003201	1003211/2	1003221	1003232			
Aug-01	63.33	Aug-01	18.70	Aug-01	50.45	Aug-01	37.80
Sep-01	71.15	Sep-01	17.90	Sep-01	42.17	Sep-01	51.60
Oct-01	30.7	Oct-01	14.50	Oct-01	35.50	Oct-01	42.86
Nov-01	26.90	Nov-01	14.70	Nov-01	33.10	Nov-01	22.50
Dec-01	19.30	Dec-01	5.10	Dec-01	28.90	Dec-01	22.90
Jan-02	22.30	Jan-02	0.00	Jan-02	28.30	Jan-02	17.90
Feb-02	22.30	Feb-02	0.00	Feb-02	27.70	Feb-02	19.50
Mar-02	27.50	Mar-02	0.00	Mar-02	41.78	Mar-02	22.10
Apr-02	45.92	Apr-02	0.00	Apr-02	43.85	Apr-02	20.30
May-02	50.98	May-02	0.00	May-02	45.92	May-02	22.90
Jun-02	66.39	Jun-02	0.00	Jun-02	47.53	Jun-02	22.10
Jul-02		Jul-02		Jul-02		Jul-02	
450.17	70.90	118.17	425.2	302.48	\$1,386.90		
1003241	1003252	1003261	1003271/2	1003281			
Aug-01	39.18	Aug-01	53.21	Aug-01	43.85	Aug-01	19.10
Sep-01	25.5	Sep-01	29.1	Sep-01	32.50	Sep-01	21.70
Oct-01	20.90	Oct-01	23.10	Oct-01	45.39	Oct-01	21.3
Nov-01	21.50	Nov-01	21.50	Nov-01	21.90	Nov-01	20.50
Dec-01	19.70	Dec-01	18.30	Dec-01	15.30	Dec-01	5.22
Jan-02	42.47	Jan-02	24.50	Jan-02	0.00	Jan-02	0.00
Feb-02	21.50	Feb-02	18.90	Feb-02	0.00	Feb-02	0.00
Mar-02	10.33	Mar-02	29.70	Mar-02	0.00	Mar-02	0.00
Apr-02	0.00	Apr-02	27.70	Apr-02	0.00	Apr-02	0.00
May-02	0.00	May-02	43.85	May-02	0.00	May-02	0.00
Jun-02	8.34	Jun-02	36.03	Jun-02	0.00	Jun-02	0.00
Jul-02		Jul-02		Jul-02		Jul-02	
209.42	325.89	158.64	87.82	126.70	\$ 908.47		
1003292/4	1003301/2	1003311	1003321	1003332			
Aug-01	18.5	Aug-01	21.50	Aug-01	13.90	Aug-01	16.30
Sep-01	19.1	Sep-01	19.90	Sep-01	16.10	Sep-01	15.10
Oct-01	15.56	Oct-01	18.30	Oct-01	18.50	Oct-01	17.50
Nov-01	21.70	Nov-01	16.50	Nov-01	17.10	Nov-01	15.70
Dec-01	20.30	Dec-01	16.30	Dec-01	14.90	Dec-01	14.50
Jan-02	20.90	Jan-02	16.90	Jan-02	14.30	Jan-02	14.50
Feb-02	20.30	Feb-02	17.30	Feb-02	12.90	Feb-02	13.30
Mar-02	23.10	Mar-02	15.90	Mar-02	13.90	Mar-02	15.30
Apr-02	21.90	Apr-02	14.50	Apr-02	13.70	Apr-02	20.50
May-02	20.30	May-02	14.50	May-02	13.30	May-02	16.70
Jun-02	24.30	Jun-02	19.90	Jun-02	13.50	Jun-02	27.50
Jul-02		Jul-02		Jul-02		Jul-02	
188.36	187.7	174.90	176.70	188.90	\$ 916.56		
1003341	1003351	1003361	1003371	1003381/2			
Aug-01	37.11	Aug-01	75.06	Aug-01	27.3	Aug-01	76.44
Sep-01	29.5	Sep-01	51.6	Sep-01	20.7	Sep-01	103.81
Oct-01	26.3	Oct-01	36.88	Oct-01	19.1	Oct-01	54.36
Nov-01	23.3	Nov-01	140.38	Nov-01	16.3	Nov-01	30.10
Dec-01	17.7	Dec-01	19.90	Dec-01	13.10	Dec-01	36.42
Jan-02	17.1	Jan-02	28.30	Jan-02	14.90	Jan-02	14.50
Feb-02	20.7	Feb-02	37.18	Feb-02	15.30	Feb-02	23.30
Mar-02	27.3	Mar-02	40.86	Mar-02	10.70	Mar-02	28.30
Apr-02	27.90	Apr-02	63.40	Apr-02	19.10	Apr-02	26.50
May-02	29.30	May-02	72.14	May-02	19.50	May-02	39.71

Feb-02 \$0.66 Feb-02
Mar-02 \$51.44 Mar-02
Apr-02 \$21.30 Apr-02
May-02 \$19.50 May-02
Jun-02 \$27.70 Jun-02
Jul-02

5.65

120.60 5.65

\$ 126.25

\$21,698.03

total

\$2,169.80

refund

Date	Type	Reference	Original Amt.	Balance Due	8/29/2001 Discount	Payment
08/29/2001	Bill		1,924.00	1,924.00		1,924.00
					Check Amount	1,924.00

B OF A Checking refund 1,924.00

151529 (11:00)

CHECK REQUEST

RIGBY WATER COMPANY

DATE: 8-01

CHECK PAID TO THE ORDER OF: Charlie Davis

ADDRESS: 5216 S. 107th Ave
Tolleson Az 85353

AMOUNT OF PAYMENT: _____ REFERENCE: 1003351

Item No.	Quantity	DESCRIPTION	Acct. Number	Unit Price	Amount
		Main Line			
		Extension Refund			1924.00

Reason for Items: _____

Requested by Loa Approved by _____

Department _____

Lines Tapped into Tierra Ranchettes

1003001		1003011		1003021		1003032		1003042		
Aug-00	\$31.90	Aug-00	\$17.50	Aug-00	31.50	Aug-00	\$28.10	Aug-00	\$23.10	
Sep-00	\$32.50	Sep-00	\$15.50	Sep-00	33.50	Sep-00	\$0.00	Sep-00	\$27.50	
Oct-00	\$21.10	Oct-00	\$18.70	Oct-00	\$25.10	Oct-00	\$0.00	Oct-00	\$19.90	
Nov-00	\$18.30	Nov-00	\$15.70	Nov-00	\$16.30	Nov-00	\$29.70	Nov-00	\$18.30	
Dec-00	\$17.50	Dec-00	\$18.50	Dec-00	\$17.70	Dec-00	\$13.70	Dec-00	\$25.30	
Jan-01	\$25.70	Jan-01	\$19.10	Jan-01	\$18.30	Jan-01	\$14.10	Jan-01	\$22.30	
Feb-01	\$17.10	Feb-01	\$15.30	Feb-01	\$14.50	Feb-01	\$0.00	Feb-01	\$30.90	
Mar-01	\$20.10	Mar-01	\$16.90	Mar-01	\$19.70	Mar-01	\$0.00	Mar-01	\$19.30	
Apr-01	\$22.30	Apr-01	\$17.10	Apr-01	\$30.50	Apr-01	\$0.00	Apr-01	\$19.70	
May-01	\$33.90	May-01	\$16.70	May-01	\$36.42	May-01	\$0.00	May-01	\$31.10	
Jun-01	\$32.70	Jun-01	\$18.10	Jun-01	\$47.92	Jun-01	\$0.00	Jun-01	\$27.30	
Jul-01	\$11.50	Jul-01	\$17.10	Jul-01	\$41.25	Jul-01	\$0.00	Jul-01	\$23.70	
	\$284.60		\$206.20		\$332.69		\$85.60		\$288.40	\$1,197.49
1003051		1003061		1003071		1003081		1003091		
Aug-00	\$44.24	Aug-00	\$20.90	Aug-00	\$13.50	Aug-00	\$75.52	Aug-00	\$107.26	
Sep-00	\$43.09	Sep-00	\$22.70	Sep-00	\$16.10	Sep-00	\$90.01	Sep-00	\$60.80	
Oct-00	\$27.50	Oct-00	\$16.70	Oct-00	\$13.10	Oct-00	\$47.46	Oct-00	\$39.64	
Nov-00	\$15.70	Nov-00	\$14.30	Nov-00	\$14.90	Nov-00	\$218.12	Nov-00	\$29.70	
Dec-00	\$19.30	Dec-00	\$16.30	Dec-00	\$18.50	Dec-00	\$43.09	Dec-00	\$29.30	
Jan-01	\$17.50	Jan-01	\$16.10	Jan-01	\$13.90	Jan-01	\$34.30	Jan-01	\$29.70	
Feb-01	\$18.70	Feb-01	\$15.50	Feb-01	\$12.50	Feb-01	\$39.18	Feb-01	\$27.50	
Mar-01	\$27.70	Mar-01	\$14.70	Mar-01	\$14.50	Mar-01	\$25.90	Mar-01	\$39.87	
Apr-01	\$32.50	Apr-01	\$14.50	Apr-01	\$14.30	Apr-01	\$25.90	Apr-01	\$61.72	
May-01	\$40.10	May-01	\$15.70	May-01	\$14.70	May-01	\$44.01	May-01	\$90.24	
Jun-01	\$35.96	Jun-01	\$14.30	Jun-01	\$14.90	Jun-01	\$26.90	Jun-01	\$113.47	
Jul-01	\$35.96	Jul-01	\$16.30	Jul-01	\$16.10	Jul-01	\$73.68	Jul-01	\$66.32	
	\$358.25		\$198.00		\$177.00		\$744.07		\$695.52	\$2,172.84
1003101		1003111/2		1003121		1003131		1003141		
Aug-00	\$18.10	Aug-00	\$0.00	Aug-00	\$106.34	Aug-00	\$19.10	Aug-00	\$18.10	
Sep-00	\$17.70	Sep-00	\$0.00	Sep-00	\$97.37	Sep-00	\$20.90	Sep-00	\$42.40	
Oct-00	\$14.50	Oct-00	\$0.00	Oct-00	\$103.12	Oct-00	\$16.90	Oct-00	\$21.30	
Nov-00	\$14.30	Nov-00	\$0.00	Nov-00	\$37.57	Nov-00	\$21.70	Nov-00	\$18.10	
Dec-00	\$15.90	Dec-00	\$0.00	Dec-00	\$73.22	Dec-00	\$23.50	Dec-00	18.10	
Jan-01	\$17.30	Jan-01	\$0.00	Jan-01	\$59.65	Jan-01	\$17.10	Jan-01	16.30	
Feb-01	\$14.30	Feb-01	\$11.50	Feb-01	\$41.94	Feb-01	\$17.70	Feb-01	16.10	
Mar-01	\$18.30	Mar-01	11.50	Mar-01	31.90	Mar-01	\$20.50	Mar-01	27.70	
Apr-01	\$16.30	Apr-01	\$11.50	Apr-01	\$82.88	Apr-01	\$20.90	Apr-01	\$15.30	
May-01	17.50	May-01	11.50	May-01	112.32	May-01	\$36.42	May-01	44.93	
Jun-01	15.30	Jun-01	12.70	Jun-01	110.71	Jun-01	\$28.30	Jun-01	22.90	
Jul-01	11.70	Jul-01	11.50	Jul-01	93.46	Jul-01	17.30	Jul-01	23.50	
	\$191.20		\$70.20		\$950.48		\$260.32		\$284.73	\$1,756.93

1003142		1003152		1003161		1003172		1003182/3		
Aug-00	20.30	Aug-00	68.62	Aug-00	51.60	Aug-00	63.33	Aug-00	0	
Sep-00	20.90	Sep-00	59.42	Sep-00	41.71	Sep-00	60.57	Sep-00	0	
Oct-00	20.30	Oct-00	24.90	Oct-00	49.07	Oct-00	51.60	Oct-00	0	
Nov-00	18.70	Nov-00	25.50	Nov-00	18.70	Nov-00	34.70	Nov-00	0	
Dec-00	16.70	Dec-00	25.70	Dec-00	23.90	Dec-00	36.65	Dec-00	0	
Jan-01	16.50	Jan-01	27.90	Jan-01	32.10	Jan-01	44.01	Jan-01	0	
Feb-01	17.70	Feb-01	22.90	Feb-01	24.10	Feb-01	39.64	Feb-01	0	
Mar-01	17.10	Mar-01	25.10	Mar-01	33.50	Mar-01	77.36	Mar-01	0	
Apr-01	15.90	Apr-01	21.70	Apr-01	26.70	Apr-01	59.19	Apr-01		
May-01	17.70	May-01	26.30	May-01	42.17	May-01	98.52	May-01	27.90	
Jun-01	21.90	Jun-01	23.30	Jun-01	52.52	Jun-01	126.58	Jun-01	35.73	
Jul-01	20.50	Jul-01	24.5	Jul-01	42.86	Jul-01	81.04	Jul-01	36.88	
224.20		375.84		438.93		773.19		100.51		\$ 1,912.67

1003192		1003201		1003211/2		1003221		1003232		
Aug-00	51.14	Aug-00	20.90	Aug-00	39.41	Aug-00	53.67	Aug-00	18.70	
Sep-00	51.14	Sep-00	15.50	Sep-00	25.10	Sep-00	59.42	Sep-00	23.30	
Oct-00	46.08	Oct-00	13.50	Oct-00	25.50	Oct-00	40.56	Oct-00	22.50	
Nov-00	29.70	Nov-00	14.30	Nov-00	21.30	Nov-00	30.70	Nov-00	19.90	
Dec-00	32.70	Dec-00	13.10	Dec-00	25.30	Dec-00	29.90	Dec-00	21.30	
Jan-01	27.10	Jan-01	13.30	Jan-01	22.50	Jan-01	31.10	Jan-01	22.10	
Feb-01	27.90	Feb-01	12.50	Feb-01	20.10	Feb-01	35.73	Feb-01	21.30	
Mar-01	32.30	Mar-01	14.90	Mar-01	26.10	Mar-01	33.10	Mar-01	22.90	
Apr-01	58.50	Apr-01	16.50	Apr-01	21.90	Apr-01	34.50	Apr-01	21.30	
May-01	72.53	May-01	19.70	May-01	23.70	May-01	48.15	May-01	11.50	
Jun-01	62.64	Jun-01	23.70	Jun-01	25.50	Jun-01	43.55	Jun-01	49.99	
Jul-01	41.94	Jul-01	21.10	Jul-01	8.35	Jul-01	44.47	Jul-01	25.90	
533.67		199.00		284.76		484.85		280.69		\$ 1,782.97

1003241		1003252		1003261		1003271/2		1003281		
Aug-00	35.96	Aug-00	18.70	Aug-00	26.50	Aug-00	13.90	Aug-00	12.70	
Sep-00	39.41	Sep-00	42.63	Sep-00	30.30	Sep-00	53.44	Sep-00	13.10	
Oct-00	23.10	Oct-00	22.90	Oct-00	50.91	Oct-00	0.0	Oct-00	12.50	
Nov-00	19.30	Nov-00	17.30	Nov-00	31.10	Nov-00	21.30	Nov-00	12.10	
Dec-00	20.30	Dec-00	17.30	Dec-00	23.70	Dec-00	22.50	Dec-00	17.10	
Jan-01	20.10	Jan-01	16.90	Jan-01	26.70	Jan-01	21.90	Jan-01	11.50	
Feb-01	19.90	Feb-01	23.90	Feb-01	31.70	Feb-01	19.10	Feb-01	11.50	
Mar-01	21.50	Mar-01	18.90	Mar-01	27.90	Mar-01	23.30	Mar-01	11.90	
Apr-01	22.90	Apr-01	18.30	Apr-01	29.70	Apr-01	21.30	Apr-01	11.90	
May-01	39.18	May-01	21.10	May-01	31.10	May-01	29.30	May-01	12.50	
Jun-01	38.26	Jun-01	22.10	Jun-01	35.10	Jun-01	24.30	Jun-01	13.10	
Jul-01	30.50	Jul-01	21.50	Jul-01	32.90	Jul-01	19.30	Jul-01	17.50	
330.41		261.53		377.61		269.64		157.40		\$ 1,396.59

1003292/3		1003301/2		1003311		1003321		1003332		
Aug-00	15.10	Aug-00	0	Aug-00	24.50	Aug-00	15.10	Aug-00	17.70	
Sep-00	14.50	Sep-00	0	Sep-00	21.90	Sep-00	17.10	Sep-00	16.50	
Oct-00	17.90	Oct-00	1.53	Oct-00	19.70	Oct-00	15.10	Oct-00	15.30	
Nov-00	15.90	Nov-00	11.50	Nov-00	19.90	Nov-00	12.90	Nov-00	15.10	
Dec-00	15.10	Dec-00	17.10	Dec-00	17.90	Dec-00	12.50	Dec-00	15.10	
Jan-01	11.50	Jan-01	17.10	Jan-01	23.50	Jan-01	12.90	Jan-01	15.10	
Feb-01	11.50	Feb-01	16.30	Feb-01	19.10	Feb-01	12.30	Feb-01	19.10	
Mar-01	16.08	Mar-01	16.50	Mar-01	19.50	Mar-01	12.30	Mar-01	14.50	
Apr-01	24.30	Apr-01	18.10	Apr-01	18.50	Apr-01	13.10	Apr-01	14.30	
May-01	20.47	May-01	18.70	May-01	18.70	May-01	16.70	May-01	17.70	
Jun-01	0	Jun-01	16.90	Jun-01	18.90	Jun-01	14.50	Jun-01	17.70	
Jul-01	0	Jul-01	14.55	Jul-01	19.90	Jul-01	14.10	Jul-01	18.30	
162.35		148.28		242.00		168.60		196.40		\$ 917.63

1003341		1003351		1003361		1003371		1003381/2		
Aug-00	29.1	Aug-00	110.94	Aug-00	19.3	Aug-00	11.70	Aug-00	40.56	
Sep-00	32.1	Sep-00	88.17	Sep-00	21.9	Sep-00	13.70	Sep-00	37.8	
Oct-00	21.3	Oct-00	35.73	Oct-00	20.3	Oct-00	14.70	Oct-00	30.50	
Nov-00	16.5	Nov-00	47.46	Nov-00	15.1	Nov-00	13.10	Nov-00	27.10	
Dec-00	20.1	Dec-00	30.90	Dec-00	18.9	Dec-00	12.30	Dec-00	28.30	
Jan-01	26.7	Jan-01	27.90	Jan-01	20.1	Jan-01	12.70	Jan-01	34.10	
Feb-01	23.3	Feb-01	31.50	Feb-01	14.3	Feb-01	12.10	Feb-01	27.70	
Mar-01	29.1	Mar-01	34.50	Mar-01	18.7	Mar-01	12.50	Mar-01	32.70	
Apr-01	14.90	Apr-01	61.95	Apr-01	17.5	Apr-01	11.90	Apr-01	39.41	
May-01	33.70	May-01	99.21	May-01	33.3	May-01	14.70	May-01	68.62	
Jun-01	36.42	Jun-01	89.32	Jun-01	32.3	Jun-01	12.30	Jun-01	85.87	
Jul-01	31.50	Jul-01	79.89	Jul-01	23.5	Jul-01	11.70	Jul-01	56.66	
314.72		737.47		255.20		153.40		509.32		\$ 1,970.11

1003391		1003401		1003411		1003421		1003431		
Aug-00	82.19	Aug-00	23.70	Aug-00	28.10	Aug-00	40.56	Aug-00	28.90	
Sep-00	90.01	Sep-00	25.90	Sep-00	30.70	Sep-00	52.98	Sep-00	27.90	
Oct-00	59.65	Oct-00	55.28	Oct-00	25.90	Oct-00	42.86	Oct-00	23.90	
Nov-00	37.8	Nov-00	25.10	Nov-00	30.30	Nov-00	28.50	Nov-00	16.90	
Dec-00	36.19	Dec-00	32.90	Dec-00	16.30	Dec-00	29.90	Dec-00	20.50	
Jan-01	40.56	Jan-01	23.30	Jan-01	29.50	Jan-01	26.10	Jan-01	17.50	
Feb-01	32.3	Feb-01	26.50	Feb-01	17.30	Feb-01	24.10	Feb-01	18.10	
Mar-01	33.1	Mar-01	33.50	Mar-01	28.70	Mar-01	31.10	Mar-01	27.30	
Apr-01	39.64	Apr-01	43.55	Apr-01	24.10	Apr-01	32.30	Apr-01	29.10	
May-01	72.99	May-01	29.90	May-01	33.50	May-01	49.99	May-01	29.10	
Jun-01	85.64	Jun-01	52.75	Jun-01	34.70	Jun-01	62.64	Jun-01	72.76	
Jul-01	80.12	Jul-01	33.30	Jul-01	29.30	Jul-01	30.70	Jul-01	23.30	
690.19		405.68		328.40		451.73		335.26		\$ 2,211.26

1003441		1003451		1003461/3		1003471		1003481		
Aug-00	110.25	Aug-00	21.90	Aug-00	15.10	Aug-00	21.50	Aug-00	20.30	
Sep-00	47.46	Sep-00	19.90	Sep-00	22.39	Sep-00	19.50	Sep-00	22.30	
Oct-00	35.10	Oct-00	20.10	Oct-00	16.30	Oct-00	18.30	Oct-00	22.90	
Nov-00	12.70	Nov-00	20.70	Nov-00	0	Nov-00	16.30	Nov-00	18.10	
Dec-00	19.10	Dec-00	21.70	Dec-00	17.22	Dec-00	16.70	Dec-00	20.30	
Jan-01	20.10	Jan-01	16.10	Jan-01	20.10	Jan-01	18.50	Jan-01	17.90	
Feb-01	19.50	Feb-01	14.90	Feb-01	14.70	Feb-01	15.70	Feb-01	18.90	
Mar-01	26.10	Mar-01	20.90	Mar-01	24.90	Mar-01	17.50	Mar-01	22.90	
Apr-01	23.30	Apr-01	17.10	Apr-01	21.70	Apr-01	18.90	Apr-01	24.30	
May-01	27.90	May-01	18.50	May-01	27.50	May-01	25.30	May-01	60.40	
Jun-01	101.28	Jun-01	20.1	Jun-01	24.50	Jun-01	28.10	Jun-01	28.70	
Jul-01	98.75	Jul-01	39.41	Jul-01	20.30	Jul-01	20.70	Jul-01	20.50	
	541.54		251.31		224.71		237.00		297.50	\$ 1,552.06

1003491		1003501		1003510		1003520		1003531		
Aug-00	6.10	Aug-00		Aug-00		Aug-00		Aug-00		
Sep-00	24.70	Sep-00		Sep-00		Sep-00		Sep-00		
Oct-00	26.10	Oct-00		Oct-00		Oct-00		Oct-00		
Nov-00	27.50	Nov-00	4.60	Nov-00	4.60	Nov-00	4.60	Nov-00		
Dec-00	29.30	Dec-00	11.50	Dec-00	11.50	Dec-00	11.50	Dec-00	5.16	
Jan-01	26.90	Jan-01	16.70	Jan-01	13.70	Jan-01	34.50	Jan-01	88.63	
Feb-01	21.90	Feb-01	16.90	Feb-01	15.10	Feb-01	20.10	Feb-01	23.30	
Mar-01	28.50	Mar-01	18.70	Mar-01	17.30	Mar-01	38.95	Mar-01	28.50	
Apr-01	41.71	Apr-01	45.85	Apr-01	15.70	Apr-01	11.50	Apr-01	25.10	
May-01	76.67	May-01	47.69	May-01	20.50	May-01	12.10	May-01	44.47	
Jun-01	71.84	Jun-01	36.88	Jun-01	21.50	Jun-01	20.10	Jun-01	36.19	
Jul-01	69.77	Jul-01	42.86	Jul-01	20.10	Jul-01	19.70	Jul-01	28.50	
	450.99		241.68		140.00		173.05		279.85	\$ 1,285.57

1003541		1003551		1003561		1003571		1003581		
Aug-00		Aug-00		Aug-00		Aug-00		Aug-00		
Sep-00		Sep-00		Sep-00		Sep-00		Sep-00		
Oct-00		Oct-00		Oct-00		Oct-00		Oct-00		
Nov-00		Nov-00		Nov-00		Nov-00		Nov-00		
Dec-00	11.30	Dec-00		Dec-00		Dec-00		Dec-00		
Jan-01	15.30	Jan-01	9.94	Jan-01		Jan-01		Jan-01		
Feb-01	14.30	Feb-01	19.50	Feb-01	12.74	Feb-01	0	Feb-01		
Mar-01	13.90	Mar-01	22.70	Mar-01	17.70	Mar-01	25.10	Mar-01	0	
Apr-01	12.90	Apr-01	19.10	Apr-01	15.50	Apr-01	23.30	Apr-01	1.150	
May-01	14.50	May-01	73.22	May-01	20.70	May-01	19.70	May-01	24.100	
Jun-01	16.90	Jun-01	52.29	Jun-01	15.50	Jun-01	27.30	Jun-01	31.300	
Jul-01	16.70	Jul-01	26.10	Jul-01	14.70	Jul-01	28.90	Jul-01	24.100	
	115.80		222.85		96.84		124.30		80.65	\$ 640.44

1003591		1003601		1003611		1003621		1003631		
Aug-00		Aug-00		Aug-00		Aug-00		Aug-00		
Sep-00		Sep-00		Sep-00		Sep-00		Sep-00		
Oct-00		Oct-00		Oct-00		Oct-00		Oct-00		
Nov-00		Nov-00		Nov-00		Nov-00		Nov-00		
Dec-00		Dec-00		Dec-00		Dec-00		Dec-00		
Jan-01		Jan-01		Jan-01		Jan-01		Jan-01		
Feb-01		Feb-01		Feb-01		Feb-01		Feb-01		
Mar-01		Mar-01		Mar-01		Mar-01		Mar-01		
Apr-01	20.45	Apr-01		Apr-01		Apr-01		Apr-01		
May-01	26.50	May-01	4.22	May-01	9.94	May-01	4.22	May-01	1.53	
Jun-01	30.30	Jun-01	70.46	Jun-01	24.90	Jun-01	11.50	Jun-01	15.30	
Jul-01	28.10	Jul-01	35.30	Jul-01	34.70	Jul-01	37.80	Jul-01	17.30	
	105.35		109.98		69.54		53.52		34.13	\$ 372.52

1003641		1003651		1003661		1003671		1003681		
Aug-00		Aug-00		Aug-00		Aug-00		Aug-00		
Sep-00		Sep-00		Sep-00		Sep-00		Sep-00		
Oct-00		Oct-00		Oct-00		Oct-00		Oct-00		
Nov-00		Nov-00		Nov-00		Nov-00		Nov-00		
Dec-00		Dec-00		Dec-00		Dec-00		Dec-00		
Jan-01		Jan-01		Jan-01		Jan-01		Jan-01		
Feb-01		Feb-01		Feb-01		Feb-01		Feb-01		
Mar-01		Mar-01		Mar-01		Mar-01		Mar-01		
Apr-01		Apr-01		Apr-01		Apr-01		Apr-01		
May-01		May-01		May-01		May-01		May-01		
Jun-01	7.95	Jun-01	2.60	Jun-01		Jun-01		Jun-01		
Jul-01	22.30	Jul-01	11.50	Jul-01	10.38	Jul-01	11.91	Jul-01	4.30	
	30.25		14.10		10.38		11.91		4.30	\$ 70.94

GRAND TOTAL \$19,240.02

REFUND \$1,924.00

Charles Dains
Date 09/22/2000 Type Bill

Reference

Original Amt.
2,894.16

Balance Due
2,894.16

9/22/2000
Discount

Check Amount

Payment
2,894.16
2,894.16

PAYMENT
RECORD

B OF A Checking

refund

2,894.16

MAIN LINE EXTENSIONS REFUNDS

Lines Tapped onto Dains Tierra Ranchettes

1200250		1200300		1200400		1200431		1200500	
Jan-98		Jan-98	\$20.70	Jan-98	\$13.10	Jan-98		Jan-98	\$20.70
Feb-98		Feb-98	\$17.10	Feb-98	\$21.70	Feb-98		Feb-98	\$20.90
Mar-98		Mar-98	\$17.10	Mar-98	\$28.10	Mar-98		Mar-98	\$19.70
Apr-98		Apr-98	\$15.70	Apr-98	\$26.10	Apr-98		Apr-98	\$19.70
May-98		May-98	\$19.30	May-98	\$27.30	May-98		May-98	\$44.47
Jun-98	\$10.59	Jun-98	\$16.70	Jun-98	\$23.90	Jun-98		Jun-98	\$28.50
Jul-98	\$14.10	Jul-98	\$17.50	Jul-98	\$23.50	Jul-98		Jul-98	\$19.90
Aug-98	\$12.70	Aug-98	\$21.90	Aug-98	\$19.30	Aug-98		Aug-98	\$66.09
Sep-98	\$11.90	Sep-98	\$20.50	Sep-98	\$0.00	Sep-98		Sep-98	\$51.37
Oct-98	\$11.70	Oct-98	\$17.70	Oct-98	\$36.76	Oct-98	\$11.35	Oct-98	\$29.10
Nov-98	\$11.50	Nov-98	\$18.10	Nov-98	\$17.10	Nov-98	\$11.50	Nov-98	\$26.70
Dec-98	\$11.50	Dec-98	\$14.90	Dec-98	\$4.54	Dec-98	\$15.10	Dec-98	\$24.30
	\$83.99		\$217.20		\$241.40		\$37.95		\$371.43

1003051		1003061		1003071		1003081		1003091	
Jan-99	\$15.50	Jan-99	\$16.10	Jan-99	\$14.70	Jan-99	\$60.57	Jan-99	\$27.90
Feb-99	\$19.30	Feb-99	\$14.70	Feb-99	\$16.70	Feb-99	\$56.43	Feb-99	\$26.70
Mar-99	\$22.70	Mar-99	\$15.30	Mar-99	\$22.50	Mar-99	\$67.70	Mar-99	\$51.83
Apr-99	\$23.10	Apr-99	\$14.90	Apr-99	\$19.70	Apr-99	\$117.61	Apr-99	\$42.63
May-99	\$27.30	May-99	\$15.30	May-99	\$22.70	May-99	\$115.54	May-99	\$70.00
Jun-99	\$25.10	Jun-99	\$14.90	Jun-99	\$22.90	Jun-99	\$62.41	Jun-99	\$84.49
Jul-99	\$24.30	Jul-99	\$15.90	Jul-99	\$25.50	Jul-99	\$122.67	Jul-99	\$116.69
Aug-99	21.70	Aug-99	\$14.90	Aug-99	24.5	Aug-99	\$132.56	Aug-99	\$102.89
Sep-99	19.10	Sep-99	\$13.70	Sep-99	22.5	Sep-99	\$72.30	Sep-99	113.24
Oct-99	21.30	Oct-99	14.30	Oct-99	23.5	Oct-99	\$91.39	Oct-99	101.05
Nov-99	20.90	Nov-99	14.90	Nov-99	23.3	Nov-99	\$92.54	Nov-99	67.47
Dec-99	17.90	Dec-99	15.70	Dec-99	20.5	Dec-99	\$79.89	Dec-99	38.26
	\$258.20		\$180.60		\$259.00		\$1,071.61		\$843.15

1003051		1003061		1003071		1003081		1003091	
Jan-00	\$14.70	Jan-00	\$13.90	Jan-00	\$18.50	Jan-00	\$51.14	Jan-00	30.7
Feb-00	\$15.30	Feb-00	\$14.10	Feb-00	\$13.30	Feb-00	\$31.50	Feb-00	32.1
Mar-00	\$19.50	Mar-00	\$14.10	Mar-00	\$14.10	Mar-00	\$19.30	Mar-00	39.18
Apr-00	\$20.90	Apr-00	\$15.30	Apr-00	\$15.50	Apr-00	\$25.30	Apr-00	85.18
May-00	\$29.79	May-00	\$13.50	May-00	\$15.70	May-00	\$101.97	May-00	118.99
Jun-00	\$29.10	Jun-00	\$13.30	Jun-00	\$15.90	Jun-00	\$112.78	Jun-00	126.35
Jul-00	\$32.90	Jul-00	\$11.50	Jul-00	\$16.90	Jul-00	\$11.50	Jul-00	108.41
	\$162.19		\$95.70		\$109.90		\$353.49		\$540.91

1200200		1200210		1200220		1200230		1200240	
Jan-98	\$21.50	Jan-98		Jan-98		Jan-98		Jan-98	
Feb-98	\$29.70	Feb-98		Feb-98		Feb-98		Feb-98	
Mar-98	\$36.42	Mar-98		Mar-98		Mar-98		Mar-98	
Apr-98	\$40.10	Apr-98		Apr-98		Apr-98		Apr-98	
May-98	\$61.95	May-98	\$0.00	May-98	\$0.00	May-98		May-98	
Jun-98	\$73.68	Jun-98	\$6.11	Jun-98	\$32.95	Jun-98	\$17.99	Jun-98	\$14.19
Jul-98	\$62.18	Jul-98	\$25.30	Jul-98	\$21.10	Jul-98	\$52.52	Jul-98	\$26.50
Aug-98	\$61.72	Aug-98	\$28.50	Aug-98	\$17.90	Aug-98	\$29.50	Aug-98	\$22.10
Sep-98	\$52.06	Sep-98	\$59.42	Sep-98	\$19.90	Sep-98	\$15.90	Sep-98	\$24.10
Oct-98	\$33.70	Oct-98	\$63.33	Oct-98	\$22.50	Oct-98	\$12.90	Oct-98	\$23.30
Nov-98	\$34.30	Nov-98	\$53.90	Nov-98	\$25.10	Nov-98	\$11.50	Nov-98	\$18.10
Dec-98	\$20.90	Dec-98	\$20.90	Dec-98	\$16.70	Dec-98	\$14.30	Dec-98	\$18.70
	\$528.21		\$257.46		\$156.15		\$154.61		\$146.99

1003001		1003011		1003021		1003031		1003041	
Jan-99	\$19.10	Jan-99	\$22.50	Jan-99	\$16.70	Jan-99	\$13.70	Jan-99	\$13.90
Feb-99	\$16.30	Feb-99	\$17.50	Feb-99	\$15.30	Feb-99	\$14.50	Feb-99	\$14.50
Mar-99	\$18.10	Mar-99	\$20.90	Mar-99	\$16.30	Mar-99	\$11.50	Mar-99	\$11.50
Apr-99	\$17.30	Apr-99	\$19.50	Apr-99	\$15.10	Apr-99	\$12.10	Apr-99	\$12.30
May-99	\$21.10	May-99	\$19.90	May-99	\$33.70	May-99	\$11.50	May-99	\$11.90
Jun-99	\$22.50	Jun-99	\$18.70	Jun-99	\$46.08	Jun-99	\$12.10	Jun-99	\$12.30
Jul-99	\$21.10	Jul-99	\$19.50	Jul-99	\$36.88	Jul-99	\$11.70	Jul-99	\$13.10
Aug-99	\$23.50	Aug-99	\$20.10	Aug-99	\$37.57	Aug-99	\$12.10	Aug-99	\$12.70
Sep-99	\$19.10	Sep-99	\$21.50	Sep-99	\$27.10	Sep-99	\$11.50	Sep-99	\$11.50
Oct-99	\$21.10	Oct-99	\$22.70	Oct-99	\$25.90	Oct-99	\$11.70	Oct-99	\$11.50
Nov-99	\$17.70	Nov-99	\$20.50	Nov-99	\$21.70	Nov-99	\$11.50	Nov-99	\$11.50
Dec-99	\$20.30	Dec-99	\$20.30	Dec-99	\$18.10	Dec-99	\$11.50	Dec-99	\$11.50
	\$237.20		\$243.60		\$310.43		\$145.40		\$148.20

1003001		1003011		1003021		1003031		1003041	
Jan-00	\$18.10	Jan-00	\$16.50	Jan-00	\$19.30	Jan-00	\$11.50	Jan-00	\$11.50
Feb-00	\$16.90	Feb-00	\$15.50	Feb-00	\$18.10	Feb-00	\$11.50	Feb-00	\$11.50
Mar-00	\$17.70	Mar-00	\$19.10	Mar-00	\$17.70	Mar-00	\$19.30	Mar-00	\$11.50
Apr-00	\$12.98	Apr-00	\$11.95	Apr-00	\$18.11	Apr-00	\$9.02	Apr-00	\$24.50
May-00	\$25.50	May-00	\$22.70	May-00	\$41.02	May-00	\$11.50	May-00	19.5
Jun-00	\$21.90	Jun-00	\$19.30	Jun-00	\$32.30	Jun-00	\$12.30	Jun-00	23.5
Jul-00	\$27.90	Jul-00	\$15.10	Jul-00	\$42.40	Jul-00	\$32.10	Jul-00	39.18
	\$140.98		\$120.15		\$188.93		\$107.22		\$141.18

1200510		1200521		1200531		1200600	
Jan-98		Jan-98		Jan-98		Jan-98	\$11.50
Feb-98		Feb-98		Feb-98		Feb-98	\$12.30
Mar-98		Mar-98		Mar-98		Mar-98	\$12.30
Apr-98		Apr-98		Apr-98		Apr-98	\$12.50
May-98		May-98		May-98		May-98	\$12.90
Jun-98	\$11.59	Jun-98		Jun-98		Jun-98	\$12.70
Jul-98	\$21.30	Jul-98		Jul-98		Jul-98	\$12.30
Aug-98	\$16.70	Aug-98	\$11.50	Aug-98	\$4.03	Aug-98	\$11.90
Sep-98	\$14.90	Sep-98	\$11.50	Sep-98	\$12.30	Sep-98	\$12.10
Oct-98	\$12.90	Oct-98	\$15.30	Oct-98	\$18.57	Oct-98	\$12.70
Nov-98	\$11.70	Nov-98	\$11.50	Nov-98	\$18.10	Nov-98	\$11.50
Dec-98	\$12.10	Dec-98	\$13.30	Dec-98	\$16.10	Dec-98	\$11.50
	\$101.19		\$63.10		\$69.10		\$146.20

1003101		1003110		1003121		1003131	
Jan-99		Jan-99	\$11.50	Jan-99	\$50.22	Jan-99	\$18.10
Feb-99		Feb-99	\$11.50	Feb-99	\$37.34	Feb-99	\$20.50
Mar-99		Mar-99	\$22.70	Mar-99	\$42.86	Mar-99	\$14.70
Apr-99		Apr-99	\$21.70	Apr-99	\$32.50	Apr-99	\$13.90
May-99		May-99	\$27.90	May-99	\$52.52	May-99	\$12.30
Jun-99		Jun-99	\$29.50	Jun-99	\$70.69	Jun-99	\$11.50
Jul-99		Jul-99	\$33.90	Jul-99	\$67.93	Jul-99	\$11.50
Aug-99		Aug-99	\$25.90	Aug-99	\$96.45	Aug-99	\$12.90
Sep-99		Sep-99	\$23.10	Sep-99	\$69.77	Sep-99	\$17.10
Oct-99		Oct-99	\$27.50	Oct-99	\$75.75	Oct-99	\$21.90
Nov-99		Nov-99	\$26.10	Nov-99	\$69.31	Nov-99	\$30.10
Dec-99		Dec-99	27.1	Dec-99	\$68.16	Dec-99	\$30.10
	\$0.00		\$288.40		\$733.50		\$214.60

1003101		1003110		1003121		1003131	
Jan-00		Jan-00	\$22.50	Jan-00	41.71	Jan-00	24.7
Feb-00		Feb-00	\$23.50	Feb-00	39.64	Feb-00	24.5
Mar-00		Mar-00	\$24.10	Mar-00	59.19	Mar-00	20.3
Apr-00		Apr-00	\$25.90	Apr-00	76.90	Apr-00	44.93
May-00	10.35	May-00	\$57.35	May-00	106.57	May-00	39.18
Jun-00	42.63	Jun-00	\$24.30	Jun-00	123.36	Jun-00	25.9
Jul-00	26.1	Jul-00	\$25.30	Jul-00	138.77	Jul-00	23.3
	\$79.08		\$202.95		\$586.14		\$202.81

1200610

Jan-98
Feb-98
Mar-98
Apr-98
May-98
\$11.50 Jun-98
\$13.10 Jul-98
\$16.30 Aug-98
\$38.48 Sep-98
\$26.30 Oct-98
\$19.90 Nov-98
\$16.70 Dec-98

\$142.28**1200700**

\$11.90 Jan-98
\$13.10 Feb-98
\$12.10 Mar-98
\$12.30 Apr-98
\$13.50 May-98
\$13.30 Jun-98
\$14.70 Jul-98
\$14.10 Aug-98
\$15.10 Sep-98
\$13.50 Oct-98
\$13.50 Nov-98
\$30.30 Dec-98

\$177.40**1200710**

Jan-98
Feb-98
Mar-98
Apr-98
May-98
Jun-98
Jul-98
Aug-98
Sep-98
Oct-98
Nov-98
Dec-98

\$68.24**1200720**

Jan-98
Feb-98
Mar-98
Apr-98
May-98
Jun-98
Jul-98
Aug-98
Sep-98
Oct-98
Nov-98
Dec-98

\$76.14**1003141**

\$14.30 Jan-99
\$0.00 Feb-99
\$0.38 Mar-99
\$25.30 Apr-99
\$15.90 May-99
\$42.63 Jun-99
\$17.70 Jul-99
\$19.10 Aug-99
\$22.30 Sep-99
\$21.90 Oct-99
\$21.90 Nov-99
\$136.70 Dec-99

\$338.11**1003142**

Jan-99
16.97 Feb-99
15.10 Mar-99
18.30 Apr-99
18.30 May-99
19.70 Jun-99
17.10 Jul-99
17.50 Aug-99
15.50 Sep-99
16.50 Oct-99
17.30 Nov-99
17.70 Dec-99

\$189.97**1003151**

Jan-99
\$13.10 Feb-99
\$17.90 Mar-99
\$20.50 Apr-99
\$22.30 May-99
\$23.50 Jun-99
\$20.50 Jul-99
\$25.50 Aug-99
\$34.04 Sep-99
\$29.20 Oct-99
\$40.60 Nov-99
\$20.50 Dec-99

\$288.34**1003161**

Jan-99
\$26.70 Feb-99
\$28.90 Mar-99
\$29.30 Apr-99
\$38.35 May-99
\$50.45 Jun-99
\$55.51 Jul-99
\$33.70 Aug-99
\$53.67 Sep-99
\$33.10 Oct-99
\$37.34 Nov-99
\$31.70 Dec-99

\$458.59**1003171**

Jan-99
\$17.70 Feb-99
\$16.30 Mar-99
\$15.30 Apr-99
\$17.10 May-99
\$0.00 Jun-99
\$7.92 Jul-99
\$56.20 Aug-99
\$112.55 Sep-99
\$95.30 Oct-99
\$76.44 Nov-99
\$64.71 Dec-99

\$532.73**1003141**

20.1 Jan-00
31.3 Feb-00
18.3 Mar-00
20.9 Apr-00
19.1 May-00
33.7 Jun-00
48.84 Jul-00

\$192.24**1003142**

15.90 Jan-00
15.10 Feb-00
15.30 Mar-00
18.70 Apr-00
18.90 May-00
21.70 Jun-00
27.70 Jul-00

\$133.30**1003151**

Jan-00
\$20.30 Feb-00
19.9 Mar-00
20.7 Apr-00
21.7 May-00
23.7 Jun-00
21.5 Jul-00
42.17

\$169.97**1003161**

Jan-00
\$26.50 Feb-00
\$29.10 Mar-00
\$29.10 Apr-00
\$36.88 May-00
\$45.39 Jun-00
\$35.30 Jul-00
\$59.19

\$261.46**1003171**

Jan-00
\$44.70 Feb-00
\$43.09 Mar-00
\$63.33 Apr-00
\$85.87 May-00
\$101.74 Jun-00
\$90.70 Jul-00
\$84.49

\$513.92

1200800		1200900		1201000	
Jan-98	\$19.90	Jan-98	\$15.30	Jan-98	\$0.00
Feb-98	\$22.30	Feb-98	\$32.30	Feb-98	\$13.70
Mar-98	\$23.70	Mar-98	\$29.90	Mar-98	\$25.80
Apr-98	\$21.70	Apr-98	\$33.30	Apr-98	\$24.70
May-98	\$28.30	May-98	\$28.90	May-98	\$35.96
Jun-98	\$17.90	Jun-98	\$24.10	Jun-98	\$27.70
Jul-98	\$23.70	Jul-98	\$37.57	Jul-98	\$41.25
Aug-98	\$21.10	Aug-98	\$19.90	Aug-98	\$35.75
Sep-98	\$22.50	Sep-98	\$19.30	Sep-98	\$40.33
Oct-98	\$21.30	Oct-98	\$19.70	Oct-98	\$31.70
Nov-98	\$20.70	Nov-98	\$15.90	Nov-98	\$25.70
Dec-98	\$17.10	Dec-98	\$16.30	Dec-98	\$20.70
	\$260.20		\$292.47		\$323.29

1003181		1003191		1003211	
Jan-99	\$14.70	Jan-99	\$23.10	Jan-99	\$17.50
Feb-99	\$15.50	Feb-99	\$22.90	Feb-99	\$21.10
Mar-99	\$18.90	Mar-99	\$17.90	Mar-99	\$34.10
Apr-99	\$17.90	Apr-99	\$17.10	Apr-99	\$42.40
May-99	\$24.50	May-99	\$17.50	May-99	\$51.60
Jun-99	\$39.64	Jun-99	\$11.97	Jun-99	\$45.39
Jul-99	\$33.70	Jul-99	\$27.90	Jul-99	\$39.64
Aug-99	\$35.30	Aug-99	\$53.90	Aug-99	\$23.90
Sep-99	\$34.50	Sep-99	\$34.30	Sep-99	\$37.34
Oct-99	\$32.90	Oct-99	\$56.89	Oct-99	\$35.30
Nov-99	\$27.30	Nov-99	\$55.05	Nov-99	\$29.30
Dec-99	\$15.70	Dec-99	\$38.95	Dec-99	\$23.10
	\$310.54		\$377.46		\$400.67

1003181		1003191		1003201		1003211	
Jan-00	\$12.42	Jan-00	\$27.50	Jan-00		Jan-00	\$21.50
Feb-00	\$6.15	Feb-00	\$23.90	Feb-00		Feb-00	22.5
Mar-00	\$0.00	Mar-00	\$23.10	Mar-00		Mar-00	24.1
Apr-00	\$11.50	Apr-00	\$62.16	Apr-00		Apr-00	30.5
May-00	\$19.70	May-00	\$86.56	May-00	\$1.53	May-00	30.5
Jun-00	\$18.30	Jun-00	60.57	Jun-00	19.1	Jun-00	29.5
Jul-00	\$15.10	Jul-00	78.97	Jul-00	19.1	Jul-00	28.3
	\$83.17		\$362.76		\$39.73		\$186.90

1201100		1201200		1201210		1201220		1201230	
	Jan-98	0.00	Jan-98		Jan-98		Jan-98		
\$10.66	Feb-98	9.46	Feb-98	0.00	Feb-98		Feb-98		
\$14.50	Mar-98	19.30	Mar-98	11.50	Mar-98	\$11.50	Mar-98	11.90	
\$14.70	Apr-98	16.50	Apr-98	12.30	Apr-98	\$12.30	Apr-98	15.10	
\$15.70	May-98	20.90	May-98	16.30	May-98	\$18.50	May-98	20.70	
\$15.70	Jun-98	19.70	Jun-98	15.30	Jun-98	\$17.70	Jun-98	18.90	
\$13.70	Jul-98	21.50	Jul-98	13.10	Jul-98	\$14.50	Jul-98	20.90	
\$11.50	Aug-98	17.50	Aug-98	12.10	Aug-98	\$13.30	Aug-98	18.30	
\$16.37	Sep-98	24.10	Sep-98	18.50	Sep-98	\$14.90	Sep-98	18.50	
\$33.70	Oct-98	33.90	Oct-98	17.30	Oct-98	\$40.56	Oct-98	18.30	
\$25.70	Nov-98	33.50	Nov-98	15.90	Nov-98	\$11.50	Nov-98	17.10	
\$18.70	Dec-98	28.50	Dec-98	20.97	Dec-98	\$11.50	Dec-98	15.30	
\$190.93		244.86		153.27		\$166.26		175.00	

1003221		1003231		1003241		1003251		1003261	
\$26.30	Jan-99	11.50	Jan-99	23.50	Jan-99	\$21.50	Jan-99	47.00	
\$24.50	Feb-99	11.50	Feb-99	21.90	Feb-99	\$22.70	Feb-99	20.30	
\$28.30	Mar-99	11.50	Mar-99	32.30	Mar-99	\$21.70	Mar-99	19.30	
\$28.10	Apr-99	15.30	Apr-99	39.18	Apr-99	\$25.90	Apr-99	18.50	
\$11.50	May-99	17.90	May-99	44.93	May-99	\$30.50	May-99	31.70	
\$101.05	Jun-99	12.50	Jun-99	55.51	Jun-99	\$22.30	Jun-99	34.10	
\$46.08	Jul-99	12.70	Jul-99	41.02	Jul-99	\$17.90	Jul-99	25.70	
\$51.83	Aug-99	12.90	Aug-99	72.07	Aug-99	\$11.50	Aug-99	28.90	
\$32.90	Sep-99	16.10	Sep-99	34.90	Sep-99	\$11.50	Sep-99	28.70	
\$39.87	Oct-99	29.70	Oct-99	26.90	Oct-99	\$0.00	Oct-99	30.50	
\$35.50	Nov-99	17.70	Nov-99	27.30	Nov-99	\$0.00	Nov-99	21.30	
34.7	Dec-99	18.50	Dec-99	26.70	Dec-99	\$0.00	Dec-99	19.70	
\$460.63		\$187.80		\$446.21		\$185.50		\$325.70	

1003221		1003231		1003241		1003251		1003261	
31.7	Jan-00	15.90	Jan-00	20.90	Jan-00		Jan-00	19.10	
32.9	Feb-00	16.90	Feb-00	21.70	Feb-00		Feb-00	21.10	
33.3	Mar-00	19.30	Mar-00	21.30	Mar-00	\$9.97	Mar-00	11.50	
56.2	Apr-00	24.10	Apr-00	36.19	Apr-00	\$21.90	Apr-00	17.70	
65.17	May-00	23.30	May-00	63.56	May-00	\$30.10	May-00	36.56	
54.59	Jun-00	22.30	Jun-00	52.06	Jun-00	\$22.30	Jun-00	25.30	
68.62	Jul-00	26.70	Jul-00	56.89	Jul-00	\$63.10	Jul-00	28.30	
\$342.48		\$148.50		\$272.60		\$147.37		\$159.56	

1201240		1201250		121260		121270	
Jan-98		Jan-98		Jan-98		Jan-98	
Feb-98		Feb-98		Feb-98		Feb-98	
Mar-98	\$11.50	Mar-98		Mar-98		Mar-98	
Apr-98	\$15.10	Apr-98	\$11.50	Apr-98	\$13.94	Apr-98	\$3.05
May-98	\$20.30	May-98	\$11.50	May-98	\$77.13	May-98	\$21.70
Jun-98	\$20.70	Jun-98	\$14.10	Jun-98	\$101.28	Jun-98	\$22.50
Jul-98	\$20.70	Jul-98	\$22.70	Jul-98	\$81.73	Jul-98	\$23.50
Aug-98	\$18.70	Aug-98	\$14.10	Aug-98	\$53.90	Aug-98	\$22.10
Sep-98	\$19.50	Sep-98	\$11.50	Sep-98	\$58.73	Sep-98	\$21.70
Oct-98	\$17.30	Oct-98	\$22.48	Oct-98	\$53.67	Oct-98	\$18.10
Nov-98	\$19.10	Nov-98	\$22.90	Nov-98	\$60.57	Nov-98	\$15.70
Dec-98	\$15.30	Dec-98	\$17.90	Dec-98	\$28.30	Dec-98	\$14.90
	\$178.20		\$148.68		\$529.25		\$163.25

1003271		1003281		1003291		1003311	
Jan-99	\$21.50	Jan-99	\$11.70	Jan-99	\$29.50	Jan-99	\$17.10
Feb-99	\$22.30	Feb-99	\$11.50	Feb-99	\$30.10	Feb-99	\$16.30
Mar-99	\$19.10	Mar-99	\$11.50	Mar-99	\$30.30	Mar-99	\$17.70
Apr-99	\$18.10	Apr-99	\$11.50	Apr-99	\$30.70	Apr-99	\$15.50
May-99	\$23.30	May-99	\$11.50	May-99	\$39.64	May-99	\$19.50
Jun-99	\$21.70	Jun-99	\$15.70	Jun-99	\$48.15	Jun-99	\$20.90
Jul-99	\$26.70	Jul-99	\$11.70	Jul-99	\$29.10	Jul-99	\$20.10
Aug-99	\$25.50	Aug-99	\$11.70	Aug-99	\$35.73	Aug-99	\$21.90
Sep-99	\$22.50	Sep-99	\$11.70	Sep-99	\$23.50	Sep-99	\$20.10
Oct-99	\$22.70	Oct-99	\$12.10	Oct-99	\$33.90	Oct-99	\$25.70
Nov-99	\$34.70	Nov-99	\$11.90	Nov-99	\$29.30	Nov-99	\$19.50
Dec-99	\$74.14	Dec-99	\$11.90	Dec-99	\$8.27	Dec-99	\$19.90
	\$332.24		\$144.40		\$368.19		\$234.20

1003271		1003281		1003291		1003311	
Jan-00	\$24.70	Jan-00	\$12.10	Jan-00	\$14.30	Jan-00	\$16.70
Feb-00	\$32.50	Feb-00	\$11.70	Feb-00	\$13.70	Feb-00	\$16.90
Mar-00	\$30.50	Mar-00	\$12.30	Mar-00	14.5	Mar-00	\$16.90
Apr-00	\$36.42	Apr-00	\$11.70	Apr-00	15.7	Apr-00	\$18.90
May-00	\$26.90	May-00	\$11.50	May-00	22.5	May-00	\$18.30
Jun-00	\$22.70	Jun-00	\$12.10	Jun-00	13.7	Jun-00	\$24.90
Jul-00	\$23.90	Jul-00	\$15.90	Jul-00	21.3	Jul-00	\$22.10
	\$197.62		\$87.30		\$115.70		\$134.70

1201280

1201290

Jan-98
Feb-98
Mar-98
Apr-98
May-98
Jun-98
Jul-98
Aug-98
Sep-98
Oct-98
Nov-98
Dec-98

\$7.65
\$20.10
\$18.30
\$19.10
\$19.90
\$17.90
\$18.30
\$15.10

\$10.21
\$47.46
\$42.63
\$72.07
\$47.92
\$38.72
\$29.50

total rev.
\$6,289.56

refund 1998
\$628.96

\$136.35

\$288.51

1003321

1003331

1003341

1003351

1003361

\$15.90
\$16.10
\$21.90
\$11.50
41.71
24.70
18.30
15.50
13.10
14.30
15.30
13.50

Jan-99
Feb-99
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Apr-99
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Aug-99
Sep-99
Oct-99
Nov-99
Dec-99

\$11.50
\$11.50
\$18.30
\$16.30
\$15.70
\$20.70
\$18.50
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\$17.30
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Jan-99
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Dec-99

\$17.30
\$18.30
\$20.50
\$20.50
\$26.10
\$28.30
\$30.30
\$31.30
\$22.90
\$23.70
\$19.50
\$18.90

Jan-99
Feb-99
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Apr-99
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Jun-99
Jul-99
Aug-99
Sep-99
Oct-99
Nov-99
Dec-99

\$28.50
\$31.30
\$60.34
\$56.66
\$85.64
\$69.31
\$65.86
\$75.75
\$38.49
\$40.10
\$41.02
\$41.94

Jan-99
Feb-99
Mar-99
Apr-99
May-99
Jun-99
Jul-99
Aug-99
Sep-99
Oct-99
Nov-99
Dec-99

\$10.59
\$15.30
\$14.50
\$16.70
\$16.50
\$15.70
\$15.10
\$16.10
\$13.50
\$13.90
\$14.50

\$221.81

\$201.20

\$277.60

\$634.91

\$162.39

1003321

1003331

1003341

1003351

1003361

14.30
14.50
14.10
15.90
17.30
15.70
15.70

Jan-00
Feb-00
Mar-00
Apr-00
May-00
Jun-00
Jul-00

\$16.10
\$16.30
\$15.10
\$17.90
\$18.70
\$19.30
\$19.10

Jan-00
Feb-00
Mar-00
Apr-00
May-00
Jun-00
Jul-00

\$19.50
\$18.90
\$19.70
\$24.30
\$38.49
\$28.50
\$40.10

Jan-00
Feb-00
Mar-00
Apr-00
May-00
Jun-00
Jul-00

\$22.10
\$27.10
\$54.13
\$86.33
\$101.74
\$81.50
\$82.88

Jan-00
Feb-00
Mar-00
Apr-00
May-00
Jun-00
Jul-00

\$14.70
\$15.30
\$13.50
\$18.90
\$21.50
\$21.70
\$21.10

\$107.50

\$122.50

\$189.49

\$455.78

\$126.70

1003371		1003381		1003391			
Jan-99		Jan-99		Jan-99		Jan-99	
Feb-99		Feb-99		Feb-99		Feb-99	
Mar-99		Mar-99		Mar-99		Mar-99	
Apr-99		Apr-99		Apr-99		Apr-99	
May-99		May-99		May-99		May-99	
Jun-99		Jun-99		Jun-99		Jun-99	
Jul-99	\$12.10	Jul-99	\$42.17	Jul-99	59.42	Jul-99	
Aug-99	\$13.90	Aug-99	\$15.30	Aug-99	58.27	Aug-99	
Sep-99	\$12.30	Sep-99	\$24.10	Sep-99	48.38	Sep-99	
Oct-99	\$11.90	Oct-99	\$44.47	Oct-99	46.54	Oct-99	
Nov-99	\$12.50	Nov-99	\$84.03	Nov-99	34.1	Nov-99	
Dec-99	\$13.10	Dec-99	\$6.48	Dec-99	34.9	Dec-99	
	\$75.80		\$216.55		\$281.61		

1003371		1003381		1003391		1003401	
Jan-00	\$12.70	Jan-00	\$25.30	Jan-00	\$31.90	Jan-00	
Feb-00	\$12.90	Feb-00	\$26.10	Feb-00	\$31.10	Feb-00	
Mar-00	\$13.10	Mar-00	\$27.30	Mar-00	\$52.52	Mar-00	
Apr-00	\$14.10	Apr-00	\$46.54	Apr-00	\$87.48	Apr-00	
May-00	\$13.90	May-00	\$81.73	May-00	\$87.02	May-00	\$0.00
Jun-00	\$13.50	Jun-00	\$73.45	Jun-00	\$74.60	Jun-00	\$18.70
Jul-00	13.5	Jul-00	\$64.71	Jul-00	\$98.98	Jul-00	\$26.90
	\$93.70		\$345.13		\$463.60		\$45.60

1003411

1003421

1003431

1003441

	Jan-99		Jan-99		Jan-99
	Feb-99		Feb-99		Feb-99
	Mar-99		Mar-99		Mar-99
	Apr-99		Apr-99		Apr-99
	May-99		May-99		May-99
	Jun-99		Jun-99		Jun-99
\$17.10	Jul-99	\$21.90	Jul-99		Jul-99
\$28.10	Aug-99	\$28.30	Aug-99		Aug-99
\$25.50	Sep-99	\$40.79	Sep-99		Sep-99
\$19.50	Oct-99	\$42.63	Oct-99	\$16.10	Oct-99
\$17.70	Nov-99	\$26.30	Nov-99	\$14.90	Nov-99
\$17.30	Dec-99	\$27.90	Dec-99	\$18.10	Dec-99
					6.31
\$125.20		\$187.82	\$49.10		\$6.31

total rev
\$12,955.47

1003411

1003421

1003431

1003441

1003451

\$19.50	Jan-00	\$23.10	Jan-00	\$18.30	Jan-00	\$32.30	Jan-00	
\$16.50	Feb-00	\$22.50	Feb-00	\$20.30	Feb-00	\$33.70	Feb-00	
\$19.30	Mar-00	\$26.10	Mar-00	\$17.50	Mar-00	\$21.30	Mar-00	\$5.30
\$48.38	Apr-00	\$31.50	Apr-00	\$19.70	Apr-00	\$28.30	Apr-00	\$11.50
\$51.60	May-00	\$34.30	May-00	\$56.20	May-00	\$13.90	May-00	\$31.10
\$24.90	Jun-00	\$32.10	Jun-00	\$26.90	Jun-00	\$54.13	Jun-00	\$18.90
\$63.79	Jul-00	\$38.72	Jul-00	\$23.50	Jul-00	\$169.59	Jul-00	\$24.90
\$243.97		\$208.32	\$182.40		\$353.22		\$91.70	

refund 1999

\$1,295.55

	1003461		1003471		1003481	
Jan-00		Jan-00		Jan-00		
Feb-00		Feb-00		Feb-00		
Mar-00		Mar-00		Mar-00		
Apr-00	\$0.77	Apr-00		Apr-00		
May-00	\$17.10	May-00		May-00		
Jun-00	\$15.90	Jun-00	\$1.48	Jun-00		
Jul-00	\$17.30	Jul-00	\$23.90	Jul-00	\$9.55	
	\$51.07		\$25.38		\$9.55	\$9,696.52

\$969.65

EXHIBIT RWC 10

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

RIGBY WATER COMPANY

Annie Dains

Date 7/14/2010
Type Bill

Reference

Original Amt. 2,421.05
Balance Due 2,421.05
Discount 7/14/2010
Check Amount

1277

Payment 2,421.05
2,421.05

PAYMENT
FORWARD

B OF A Checking

line extension

2,421.05

RIGBY WATER COMPANY

DATE: 7-14-10

CHECK PAID TO THE ORDER OF: Annie Dains

ADDRESS: 5216 S 107th Ave
Tollson, Co 85353

AMOUNT OF PAYMENT: 2421.05 REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct. Number	Unit Price	Amount
		Main Line Extension	252.00		
		July - Dec. 2009			12,890.40
		Jan - June 2010			11,320.05
					24210.45
				X	10%
					2421.05

Reason for Items: _____

Requested by Loa Approved by _____

Department _____

Jul-09	\$2,544.15
Aug-09	\$2,803.16
Sep-09	\$2,061.64
Oct-09	\$2,121.82
Nov-09	\$1,850.21
Dec-09	\$1,509.42
Jan-10	\$1,638.73
Feb-10	\$1,339.16
Mar-10	\$1,831.22
Apr-10	\$2,015.83
Jun-10	\$1,995.83
Jul-10	\$2,499.28

24,210.45

REFUND:

2421.05

RIGBY WATER COMPANY

Charles Dains

Date
7/13/2009

Reference

Original Amt.
2,716.59

7/13/2009
Balance Due
2,716.59

1094

Payment
2,716.59
2,716.59

Discount
Check Amount

PAYMENT
FORWARD

B OF A Checking

refund

2,716.59

CHECK REQUEST

RIGBY WATER

DATE: 7-13-09

CHECK PAID TO THE ORDER OF: Charlie Davis

ADDRESS: _____

AMOUNT OF PAYMENT: 2716.59 REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct. Number	Unit Price	Amount
		Main Line	252.00		
		Extension			
		Jul - Dec '08			14,644.72
		Jan - Jun 09			12,521.20
					<hr/>
					27165.92
			10% X		10%
					<hr/>
					2716.59

Reason for Items: _____

Requested by LAA Approved by _____
 Department _____

NOTES: Print A/R Report Landscape
 A/R Report: Range - A8..K29
 Print Consumption Report Portrait
 Consumption: Range - A36..C58

RIGBY WATER COMPANY
 ACCOUNTS RECEIVABLE
 2008

Book 10 Tierra Ranchettes		Sales Tax	Supertunt Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll.	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-08												\$0.00		0.00
Pen. Jan												\$0.00		0.00
Feb-08												\$0.00		0.00
Pen Feb.												\$0.00		0.00
Mar-08												\$0.00		0.00
Pen. Mar												\$0.00		0.00
Apr-08												\$0.00		0.00
Pen April												\$0.00		0.00
May-08												\$0.00		0.00
Pen. May												\$0.00		0.00
Jun-08												\$0.00		0.00
Pen. June												\$0.00		0.00
Jul-08	2,847.99	251.75	6.88				25.00	(5.00)			130.00	\$3,126.62		3126.62
Pen July												\$3,126.62		3126.62
Aug-08	2,998.66	280.35	7.43				175.00	-5	30.00		150.00	\$3,486.44	(797.61)	2688.83
Pen. Aug.												\$3,486.44		2688.83
Sep-08	2,478.10	214.79	5.88				75.00				150.00	\$2,681.65	-411.91	2269.74
Pen. Sept.												\$2,681.65		2269.74
Oct-08	2,699.62	244.30	6.61				75.00	(5.00)	15.00		140.00	\$3,060.53	-422.29	2638.24
Pen. Oct.												\$3,060.53		2638.24
Nov-08	2,008.10	192.11	4.56				125.00				160.00	\$2,379.77	-518.79	1860.98
Pen. Nov.												\$2,379.77		1860.98
Dec-08	1,612.25	150.68	3.25				100.00	5.00			170.00	\$1,871.18	350.11	2221.29
Pen. Dec												\$1,871.18		2221.29
		<u>\$14,644.72</u>	<u>\$1,333.98</u>	<u>\$34.61</u>	<u>(\$92.12)</u>	<u>\$0.00</u>	<u>\$575.00</u>	<u>(\$10.00)</u>	<u>\$45.00</u>	<u>\$0.00</u>	<u>\$900.00</u>	<u>\$16,606.19</u>	<u>(\$1,800.49)</u>	<u>\$14,805.70</u>

RIGBY WATER COMPANY

Charles Dains

Date 07/16/2008
Type Bill

Reference

1229

Original Amt.	2,892.73	Balance Due	2,892.73	7/24/2008	Payment	2,892.73
					Check Amount	2,892.73

PAYMENT REFUND

WaMu Checking

refund

2,892.73

CHECK REQUEST

RIGBY WATER CO.

DATE: 7/24/08

CHECK PAID TO THE ORDER OF: Charlie Davis

ADDRESS: _____

AMOUNT OF PAYMENT: 2892.73 REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct. Number	Unit Price	Amount
		<u>Main Line</u>			
		<u>Extension</u>			
		<u>July - Dec - 07</u>			<u>14,855.28</u>
		<u>Jan - June - 08</u>			<u>14,042.04</u>
					<u>28,897.32</u>
				<u>10%</u>	<u>x 10%</u>
					<u>2889.73</u>

Reason for Items:

ck cut for 3⁰⁰ too much
in error

Requested by

[Signature]

Approved by

Department

July 30, 2007 / June 30, 2008 Tierra Ranchettes

Jul-07	\$3,129.50
Aug-07	\$2,829.59
Sep-07	\$2,662.14
Oct-07	\$2,463.48
Nov-07	\$2,132.93
Dec-07	\$1,637.64
Jan-08	\$1,996.90
Feb-08	\$1,721.43
Mar-08	\$2,015.86
Apr-08	\$2,226.12
May-08	\$2,856.51
Jun-08	\$3,255.22

SB 3225.22

total \$28,927.32 refund \$2,892.73

RIGBY WATER COMPANY

Charles Dains
Date Type
07/23/2007 Bill

Reference

Original Amt.
2,770.45

Balance Due 8/15/2007
2,770.45
Discount
Check Amount

1062

Payment
2,770.45
2,770.45

PAYMENT
FORWARDED
PRECEDED

WaMu Checking refund

2,770.45

CHECK REQUEST

RIGBY WATER COMPANY

DATE: 7-31-07

CHECK PAID TO THE ORDER OF: Charles Davis

ADDRESS: _____

AMOUNT OF PAYMENT: _____ REFERENCE: _____

Item No.	Quantity	DESCRIPTION	Acct Number	Unit Price	Amount
		Main Line			2770.45
		Extension refund			
		July-06-June 07			2770.45
				x	10%
					<u>2770.45</u>

Reason for Items: _____

Requested by Loa Approved by _____

Department _____

Book 10 - Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll.	Late Fees	TOTAL RECEIVABLE	Past Due	Total Billing	
Jul-06	2,756.53	251.34	6.56	100.00				(10.00)			190.00	\$3,104.43	735.84	3840.27	
Aug-06	2,488.51	234.39	5.93			125.00	30.00		50.00		130.00	\$2,873.83	388.08	3261.91	
Sept. 06	2,348.16	209.09	5.42	25.00	(97.27)	100.00	(5.00)				160.00	\$2,585.40	256.73	2842.13	
Oct. 06	2,402.51	244.74	5.62	75.00	38.40	250.00		15.00			95.00	\$3,031.27	-865.58	2165.69	
Nov-10	2,113.32	188.19	188.19	25.00							145.00	\$2,514.70	21.86	2536.56	
Dec-10	1,804.13	167.64	3.78	50.00	(79.26)	100.00	(10.00)	30.00			80.00	\$2,066.29	224.51	2290.80	
		<u>\$1,295.39</u>	<u>\$215.50</u>	<u>\$275.00</u>	<u>(\$138.13)</u>	<u>\$0.00</u>	<u>\$575.00</u>	<u>(\$55.00)</u>	<u>\$45.00</u>	<u>\$50.00</u>	<u>\$720.00</u>	<u>\$0.00</u>	<u>\$16,175.92</u>	<u>\$0.00</u>	<u>\$16,937.36</u>

Book 10 - Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll.	Late Fees	TOTAL RECEIVABLE	Past Due	Total Billing	
Jan-07	1,744.55	\$159.90	\$3.63	\$ 25.00	\$ (67.25)		100.00		\$ 15.00		\$ 125.00	\$1,980.63	(316.00)	1664.83	
Feb-07	1,831.43	164.71	3.93			\$ 25.00		15.00			145.00	\$2,040.07	-233.15	1806.92	
Mar-07	2,200.01	209.06	5.05	50.00		125.00				25.00	140.00	\$2,589.12	(590.93)	1998.19	
Apr-07	2,153.18	186.97	4.91		(103.66)		50.00				135.00	\$2,316.40	55.04	2371.44	
May-07	2,597.71	238.57	6.19	25.00	38.87		50.00	(5.00)			130.00	\$2,951.34	(132.20)	2819.14	
Jun-07	3,264.47	287.11	8.16	25.00	(67.15)		25.00		15.00		130.00	\$3,557.59	(105.85)	3451.74	
	<u>\$13,791.35</u>	<u>\$959.21</u>	<u>\$23.71</u>	<u>\$100.00</u>	<u>(\$132.04)</u>	<u>\$0.00</u>	<u>\$350.00</u>	<u>(\$5.00)</u>	<u>\$30.00</u>	<u>\$25.00</u>	<u>\$675.00</u>	<u>\$0.00</u>	<u>\$11,877.76</u>	<u>\$0.00</u>	<u>\$10,660.52</u>

July 30, 2006 / June 30, 2007 Tierra Ranchettes

Jul-06	\$2,756.53
Aug-06	\$2,488.51
Sep-06	\$2,348.16
Oct-06	\$2,402.51
Nov-06	\$2,113.32
Dec-06	\$1,804.13
Jan-07	\$1,744.55
Feb-07	\$1,831.43
Mar-07	\$2,200.01
Apr-07	\$2,153.18
May-07	\$2,597.71
Jun-07	\$3,264.47

total \$27,704.51

refund \$2,770.45

EXHIBIT RWC 11

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137



FIRST
NATIONAL
MANAGEMENT
INCORPORATED

1832 S. Mac Donald, Suite 201 • Office: (602) 833-2027
P.O. Box 1289 • Mesa, AZ 85211-1289 • FAX: (602) 833-3250

April 4, 1997

Mr. Charlie Daines
c/o Sundance Motors
4439 W. Glendale Blvd.
Glendale, AZ 85301

Dear Charlie:

In order to resolve all of the outstanding issues regarding the water system constructed to service the Terra Mobile Ranchettes Estates subdivision, we will need the following:

- 1) As-Builts of the water system.
- 2) Copies of all microbiological test results regarding the water system and reservoir.
- 3) Copies of all pertinent invoices applicable to the construction of the water system.

In addition, we will need copies of plans for the installation of the proposed booster pumps including wiring diagrams for our review. The booster pump data needs to be provided prior to installation.

We understand the City of Avondale will be conducting a system pressure test in the very near future. We will want to have our representative present during this test as well.

Prior to acceptance of the system, we will want to have a walk thru of the system with your contractor using the as-built plans provided.

We may have some other minor requirements but the above is the major points that must be resolved as soon as possible.

Should you have any questions or comments regarding the above, please contact us.

Sincerely,


Fred T. Wilkinson
President

cc: RF
File
Mr. Mewes

EXHIBIT RWC 12

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

TO: CHARLIE DAINS

FROM: TED WILKINSON

DATE: FEBRUARY 4, 1998

RE: TERRA RANCHETTS MOBILE HOME PARK WATER SYSTEM

WE WILL NEED THE COST OF THE WATER SYSTEM BROKEN DOWN IN THE FOLLOWING COMPONENTS:

WATER MAINS BY SIZE INCLUDING VALVES, VALVE CANS AND LIDS AND FITTINGS.

WATER SERVICES BY SIZE INCLUDING SERVICE LINES AND METER BOXES.

FIRE HYDRANTS, INCLUDING THE TEE ON THE MAINLINE, FIRE HYDRANT VALVE, VALVE BOX AND LID.

RESERVOIR

BOOSTER PUMPS AND MOTORS

BOOSTER PUMP PIPING AND VALVES

CONTROLS SYSTEMS

WE WILL ALSO NEED A SET OF REPRODUCIBLE AS-BUILTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE, PLEASE CALL ME.

THANKS,

A handwritten signature in cursive script, appearing to read "Ted", is written below the typed name "TED WILKINSON".

EXHIBIT RWC 13

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

Terra Mobile Ranchettes
5216 S. 107th Ave.
Tolleson, AZ 85353

5/13/98

Attn: Ted

well site	Well Improvements		
	EPC Separate Bid	18,120.00	
consultant	Flow & Payment	2000.00	
	new pumps pipe fitting	950.00	
50,000	Champion Tanks	27,000.00	
	Redeaming trench		
up	Reserve clean	26000.00	
lines + refill	System		
	Install pressure gauge		
	& drain at main		
	pump station	173.00	Well Site
	Art John easement	16000.00	50,251.00
	County water bond	66.68	
	County Bond	672.00	17338.68
		<u>41189.68</u>	

Ted. These figures will not jibe with Helton
 a name adds & ends of line

Sheet 1

Terra Mobile Ranchettes

Quantity	Item	Cost Per Item	Total
5440	8" C-90 PVC	11.20	60928.00
4400	6" C-90 PVC	9.00	39600.00
1	6"-90 Degree Bend	87.00	87.00
18	6" Gate Valves	580.00	10440.00
1	8" X 6" Reducer	140.00	140.00
2	8" - 45 Degree Bend	98.00	196.00
8	8" X 6" Tee	220.00	1760.00
8	6" Fire Hydrant	890.00	7120.00
2	8"-90 Degree Bends	105.00	210.00
4	8" Gate Valve	780.00	3120.00
7	6" X 6" Tee	190.00	1330.00
83	1" Corp Stops	52.00	4316.00
83	1" Angle Meter Stops	48.00	3984.00
83	Meter Boxes	70.00	5810.00
1	8" - 22-1/2" Bend	158.00	158.00
	Subtotal Water System		139199.00
	Well Improvements		
1	Pipe	3815.00	3815.00
1	Pumps	6870.00	6870.00
1	Electrical Requirements	7435.00	7435.00
	Subtotal Well Site Work		18120.00

apc contract 139,199.00
Well Site Improvement 50,851.00
Easements Permits & Bonds 17,338.68

207,388.68

EXHIBIT RWC 14

In the Matter of the
Formal Complaint of
Charles J. Dains Against
Rigby Water Company
Docket No. W-01808A-09-0137

HILTON FINANCIAL CORPORATION

REAL ESTATE LOAN INVESTMENTS

11024 N. 28TH DR., #170

PHOENIX, AZ 85029

(602) 375-8951

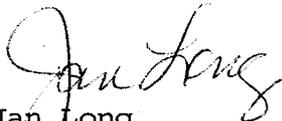
FAX 375-0760

Ted Wilkinson
Rugby Water Company
PO Box 1289
Mesa AZ 85211

The following is a breakdown of funds paid towards the construction of the Water System.

Water System EPC Contract	\$139,199.00
Maricopa County Water Permit	\$666.68
Maricopa County Water Bond	\$672.00
Art Lotin easement to well	\$16,000.00
Cashion Tank 50,000 gallon	\$27,000.00
Well Site improvement, Pipe Pumps, electric	\$18,120.00
Fiting for four inch line	\$956.66
Concrete, pads, labor and consulting for four inch line	<u>\$1,800.00</u>
	\$204,414.34

Sincerely,



Jan Long
Construction Loan Manager

cc: Charles Davis

JL/dma