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Transcript Exhibit(s)

Docket #(s): W-01808A-09-0137

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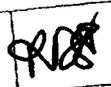


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Exhibit #: DAINS1, DAINS2, DAINS4-DAINS11  
R1, R2, S1, S2.

Arizona Corporation Commission  
**DOCKETED**

OCT 4 2010

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MAIN (602) 274-9944

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Marta T. Hetzer  
Administrator/Owner

To: Docket Control

Date: October 4, 2010

Re: Rigby Water Co. complaint by Charles Dains  
W-01808A-09-0137  
09-20-2010

### STATUS OF ORIGINAL EXHIBITS

#### *FILED WITH DOCKET CONTROL*

#### Complainant (Dains Exhibits)

1, 2, 4 through 11

#### Respondent (R Exhibits)

1 and 2

#### Staff (S Exhibits)

1 and 2

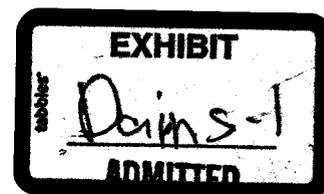
*EXHIBITS NOT UTILIZED*

Complainant (Dains Exhibits)

3

Copy to:

Ms. Yvette B. Kinsey, Administrative Law Judge  
Ms. Robin Mitchell, Staff



BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

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

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

DOCKET NO. W-01808A-09-0137

**DIRECT TESTIMONY  
OF  
CHARLES D. DAINS  
ON BEHALF OF  
THE ESTATE OF CHARLES J. DAINS  
JULY 30, 2010**

1 I INTRODUCTION AND QUALIFICATIONS

2 Q. **WHAT IS YOUR NAME AND ADDRESS?**

3 A. My name is Charles D. Dains. My business address is 4439 W Glendale Avenue,  
4 Glendale, Arizona 85301-2804.

5 Q. **BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am the President of Sundancer Motors, an automobile and truck dealership located in  
7 Glendale, Arizona

8 Q. **ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?**

9 A. I am testifying on behalf of the Estate of Charles J. Dains, the complainant in this case.

10 Q. **WERE YOU RELATED TO CHARLES J. DAINS?**

11 A. Yes. He was my father.

12 Q. **WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

13 A. I will discuss the development of Terra Mobile Ranchette Estates and our interactions  
14 with Rigby Water Company.

15 Q. **WHAT IS THE TERRA MOBILE RANCHETTE ESTATES DEVELOPMENT?**

16 A. The development is located in Avondale, Arizona in Rigby Water's service territory.  
17 The Dains Family constructed and provided the streets and infrastructure for <sup>83</sup>84  
18 manufactured-home sites, which were all sold by the early 2000s. Exhibit CDD-1 is a  
19 map showing the location of the development.

20 Q. **WERE YOU INVOLVED IN THE DEVELOPMENT OF TERRA MOBILE  
21 RANCHETTE ESTATES?**

22 A. Yes. I was a partner with my father and fully participated in the business decisions that  
23 led to the development of the Estates.

1 **Q. WHEN DID YOU PURCHASE THE LAND THAT WAS LATER DEVELOPED**  
2 **AS TERRA MOBILE RANCHETTE ESTATES?**

3 A. We purchased the original 80-acre parcel in 1986 along with other partners. In 1993, we  
4 split the parcel and retained the 30-acre parcel to develop and sell as a manufactured  
5 home development. The other partners kept the remaining 50 acres.

6 **Q. WERE YOU ABLE TO DEVELOP TERRA MOBILE RANCHETTE ESTATES?**

7 A. No. Unfortunately, we were in Rigby Water's service territory, but could not get water  
8 service. Without water service, we could not develop Terra Mobile Ranchette Estates.

9 **Q. WHY COULD YOU NOT GET WATER SERVICE FROM RIGBY WATER?**

10 A. From 1985 until 1995, Rigby Water was out of compliance with the Arizona Safe  
11 Drinking Water Act. Exhibit CDD-2 is a copy of a letter we received in 1985 from the  
12 Maricopa County Health Department, which states that the Department cannot forward  
13 our Subdivision Plans to the Real Estate Department because Rigby Water was not in  
14 compliance with the Safe Water Drinking Act.

15 Rigby Water was unable to resolve its compliance issues for many years. One of the  
16 major issues was that Rigby Water did not have adequate water storage. Exhibit CDD-3  
17 is a copy of a 1994 Consent Agreement between Rigby Water and the Maricopa County  
18 Environmental Services Department. The Consent Agreement stated that Rigby Water  
19 was not in compliance with the Maricopa County Health Code and required the company  
20 to construct adequate storage equal to peak daily demand by May 31, 1996. Rigby Water  
21 was ordered to cease and desist providing water service in non-compliance with the  
22 Health Code.

23 **Q. HOW DID RIGBY WATER'S INABILITY TO PROVIDE WATER SERVICE**  
24 **AFFECT YOU?**

1 A. My father and I were not big developers, but we did think that we had a chance to help  
2 provide for his retirement and our family. The first consequence of Rigby Water's non-  
3 compliance was that our partners backed out. They took 50 acres for later development  
4 and we retained 30 acres. We were ready to immediately begin developing our 30-acre  
5 parcel in 1993, but are plans were thwarted by Rigby Water's inability to provide water  
6 service. We were forced to carry a high-interest note and pay real estate taxes for more  
7 than ten years before we could move forward. This was a huge financial set-back for us.

8 **Q. DID YOU DO ANYTHING TO HELP RIGBY WATER FINALLY BECOME**  
9 **COMPLIANT WITH THE COUNTY?**

10 A. Yes. As I just discussed, the County was demanding that Rigby Water construct  
11 additional storage capacity. We agreed to finance and construct a 50,000 gallon storage  
12 tank to help the company become compliant. The storage tank far exceeded our needs,  
13 but we desperately needed to sell lots. We completed all construction in early 1997.

14 **Q. DID YOU ALSO CONSTRUCT A DISTRIBUTION SYSTEM FOR TERRA**  
15 **MOBILE RANCHETTE ESTATES?**

16 A. Yes. We completed construction in 1997 and finally connected to Rigby Water's system.  
17 Finally, we would be able to sell lots!

18 **Q. WHAT WAS YOUR UNDERSTANDING CONCERNING HOW YOU WOULD**  
19 **BE REIMBURSED FOR THE INFRASTRUCTURE YOU CONSTRUCTED FOR**  
20 **RIGBY WATER?**

21 A. Our total expenditures were \$236,988.68. Of that amount, \$124,931 was for the  
22 distribution system and the remaining \$112,000 was for the storage tank, booster pumps  
23 and other improvements. Based on our discussions with Rigby Water, my father and I  
24 believed that we would be refunded the full \$237,000 over 20 years. Given the delays we  
25 had to endure as a result of Rigby Water's non-compliance and the additional money that

1 we spent to help Rigby Water become compliant, this seemed like a reasonable  
2 arrangement.

3 **Q. DO YOU HAVE ANY EVIDENCE THAT RIGBY WATER UNDERSTOOD**  
4 **THAT IT WAS GOING TO REFUND YOU \$237,000 OVER 20 YEARS?**

5 A. Yes. Exhibit CDD-4 is a copy of a 1998 letter to Mr. Dains from Fred Wilkinson, Rigby  
6 Water's president. Rigby Water estimated for us that we would receive refunds of  
7 approximately \$12,225 annually for 20 years, for a total of \$244,500. This is slightly  
8 more than the actual cost of the total advanced infrastructure of \$237,000.

9 **Q. WHEN DID YOU BEGIN SELLING HOMESITES IN THE DEVELOPMENT?**

10 A. Once we had water service from Rigby, we were finally able to sell lots. In less than 2.5  
11 years, we were able to sell over 36 of our 84 lots. My sister purchased the first lot for our  
12 family home on July 31, 1997. We sold a total of seven lots in 1997, at an average price  
13 of \$27,629. In 1998, we sold another 21 lots, at an average price of \$31,614.29. In  
14 1999, we sold another eight lots, at an average price of \$34,025.00. The last of the 83  
15 lots was sold in 2002.

16 It is particularly interesting that by the date the MXA was executed, May 5, 1999, we had  
17 already sold 31 lots.

18 **Q. HOW SOON AFTER A LOT WAS SOLD DID RIGBY WATER START**  
19 **SELLING WATER TO THE HOMEOWNER?**

20 A. Almost immediately. Typically, we would request a meter to be set at the time the  
21 property closed. In almost every case, the financing included funding for a manufactured  
22 home, which would be on site and hooked up to water and sewer within a few weeks.  
23 The new homeowner would move in almost immediately.

1 **Q. DID YOU SET WATER METERS IN THE TERRA MOBILE RANCHETTE**  
2 **ESTATES DEVELOPMENT?**

3 A. No. Rigby Water installed and read the water meters. We had to pay for the meters.

4 **Q. WHEN DID RIGBY WATER TELL YOU THAT IT WANTED YOU TO SIGN A**  
5 **MAIN EXTENSION AGREEMENT?**

6 A. Sometime in 1998. This seemed very strange to us. It didn't make much sense to sign  
7 an agreement to build infrastructure that had already been built, turned over to Rigby  
8 Water, and used by the company to sell water in the development. . Still, we didn't see  
9 any harm to executing the agreement, as long as it didn't affect our refunds.

10 **Q. WHEN DID YOU EXECUTE THE MAIN EXTENSION AGREEMENT?**

11 A. We signed the MXA on March 2, 1999. Rigby Water did not sign the MXA until May 5,  
12 1999. A copy of the MXA is attached to Mr. Iwanski's testimony as Exhibit <sup>DCI-1</sup>~~DCI~~ By the  
13 time the MXA was executed, Rigby Water was already serving approximately 30  
14 customers in the development.

15 **Q. HAVE YOU BEEN RECEIVING THE REFUNDS YOU EXPECTED?**

16 A. Not even close. Exhibit CDD-<sup>5</sup>~~4~~ is a copy of the most recent refund check that we  
17 received from Rigby Water. The check is only for \$2,421.05. As I said, we expected  
18 annual refunds of about \$12,225, so this check is about \$10,000 too little. It is obvious  
19 that we have received far less than Rigby Water told us to expect. Mr. Iwanski calculates  
20 the amount that we have received to date, and what we believe we are still owed.

21 **Q. DO YOU HAVE ANY CONCLUDING REMARKS?**

22 A. We ask that the Commission give us justice. Rigby Water has caused us incredible harm  
23 over the years. First, their non-compliance with County health regulations caused us  
24 years of delays. Second, they forced us to fund and build excessive storage so that they

1           could finally come into compliance. Third, they misled us by telling us that we would be  
2           refunded our entire investment, including for the 50,000-gallon storage tank. Fourth,  
3           until the Commission forced them to, they refused to provide us any supporting  
4           calculations for the "refund" checks they sent us. Fifth, now they want to get a windfall  
5           from the City of Avondale for the plant that we financed and built and for which they  
6           have paid us virtually nothing.

7           My father was <sup>78</sup>~~77~~ years old when he signed the MXA in 1999. He passed away just last  
8           fall. It hurts me that he had to spend the last ten years of his life knowing that Rigby  
9           Water was still trying to take advantage of him. I am especially sorry that he didn't live  
10          long enough to finally get justice.

11       **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

12       A. Yes.

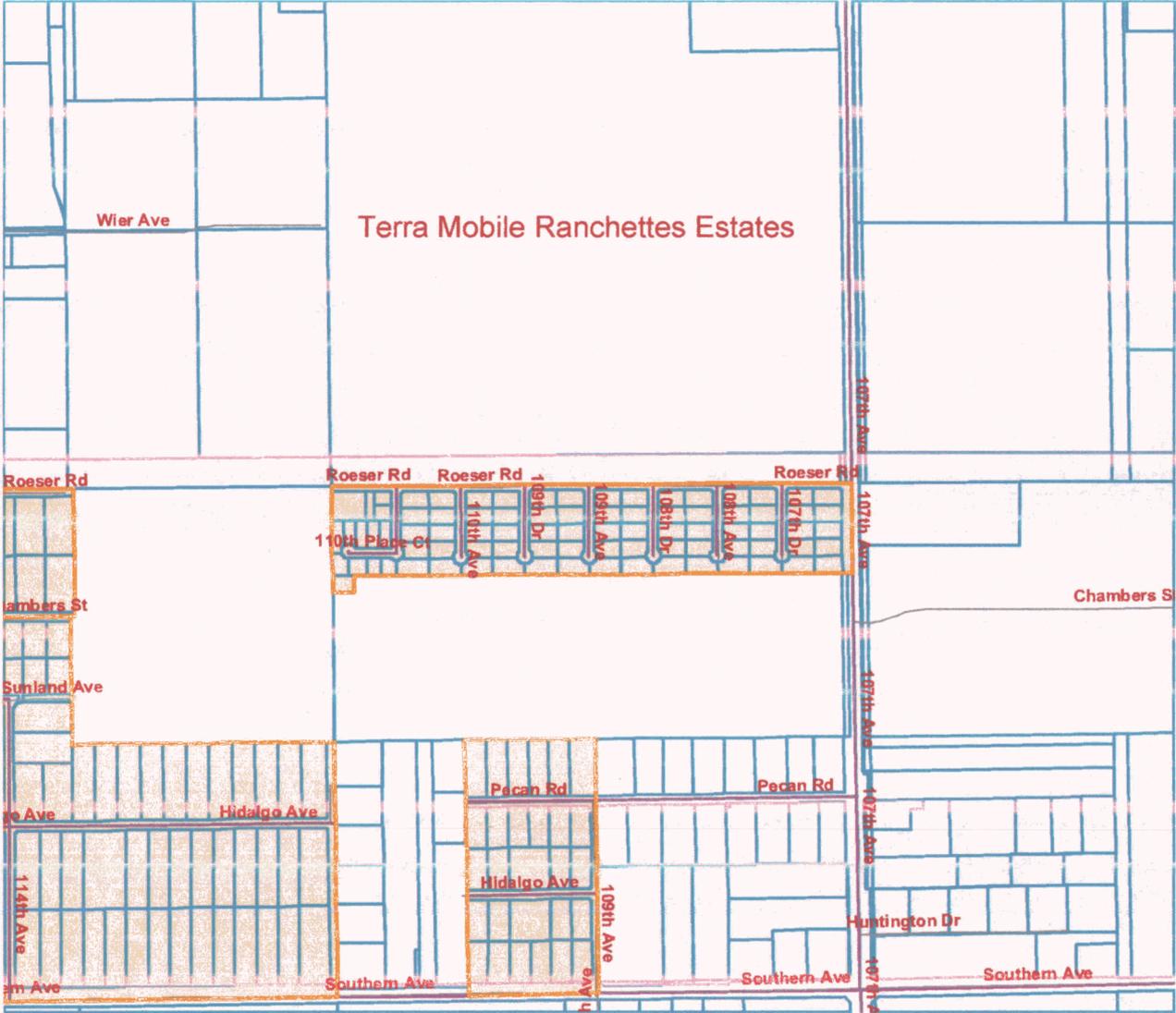


Exhibit CDD-2

## MARICOPA COUNTY HEALTH DEPARTMENT

A DIVISION OF THE MARICOPA COUNTY DEPARTMENT OF HEALTH SERVICES  
1825/1845 East Roosevelt, Phoenix, Arizona 85006



Phone: 602-258-6381

April 22, 1985

Terra Ranchette Estates Partnership  
Route 8 Box 371  
Phoenix, AZ 85031

Gentlemen:

Your proposed Subdivision, "Terra Ranchette Estates" cannot be forwarded to the State Real Estate Department because the water supplier, Rigby Water Company, "is not in compliance with the Safe Drinking Water Act of Arizona." Specifically, AKK 9-8-223 B 1. (analysis of the water for inorganic chemicals within the past 3 years) and ARR 9-8-223 E 11. (analysis of the water for Radiochemicals within the past 4 years).

When these violations have been satisfactorily eliminated, I will be able to send the "Certificate of Approval of Sanitary Facilities for Subdivisions" to the Arizona State Real Estate Department.

If you have any questions concerning the water supply, please contact Mr. Otmar Olson at this office or the undersigned at 258-6381.

Sincerely,

  
Don Conroy, P.E., Public Health Engineer  
Bureau of Public Health Engineering  
Environmental Services Division

DC:sh

cc: Otmar Olson, P.E., Public Health Engineer  
Arizona State Real Estate Dept., R. Tanney

Exhibit CDD-3

MARICOPA COUNTY

IN THE MATTER OF:

COMPLIANCE AGREEMENT  
CAUSE NO. 94-169

Rigby Water Co. )  
Rigby System )  
PWS#07062 )

It is hereby stipulated and agreed by and between Tom Macherione, <sup>PRESIDENT (TM)</sup> owner of the Rigby Water Co. and Maricopa County as follows:

1. That the Rigby Water Co. is a public water system approved by Maricopa County to operate within Maricopa County.
2. That all public water systems are required to conform to the Maricopa County Health Code as stated in Chapter V, and the Arizona Administrative Code, Title 18, Chapter 4.
3. That a Registered Professional Engineer of Maricopa County has presented evidence that the Rigby Water Co. was not being operated in accordance with the Maricopa County Health Code, and the Arizona Administrative Code.
4. That the Rigby Water Co. was notified by Certified mail to Cease and Desist from operating in non-compliance with the Maricopa County Health Code and the Arizona Administrative Code.
5. That the Rigby Water Co. was informed of the right to a hearing concerning Cease and Desist Order #94-169.
6. That the Rigby Water Co. did thereupon agree to correct any Health Code violations and to maintain this public water supply henceforth in compliance with Health Code requirements.

IT IS THEREFORE STIPULATED BY AND BETWEEN THE PARTIES ABOVE-NAMED:

A. That the ~~owner~~ <sup>(TM)</sup> of the Rigby Water Company shall provide adequate storage capacity equal to the average daily demand during the peak month of the year by May 31, 1996.

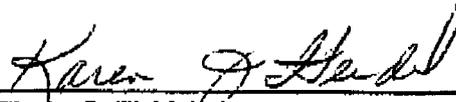
By Tom Macherione  
Tom Macherione, ~~owner~~ <sup>PRESIDENT</sup>  
of the Rigby Water Co.

By John A. Power  
John A. Power, Manager  
Division of Water and Waste Mgmt.

CAUSE NO. 94-169

Pursuant to the STIPULATION, and good cause appearing therefore,  
IT IS ORDERED that the above and foregoing Stipulation is hereby approved.

Dated this 27<sup>th</sup> day of May, 1994.



Karen J. Heidel, Ph.D., Director, Environmental Services Department

COPIES of the above and foregoing mailed/delivered

1 day of ~~May~~, 1994, to:  
JUNE

Tom Macherione  
Rigby Water Co.  
7627 S.W. Greenwood St.  
Portland, Oregon 97223

William P. Sullivan  
Martinez & Curtis PC  
2712 N. 7th St.  
Phoenix, AZ 85006-1003

c: John A. Power, Manager, Division of Water and Waste Management  
Maricopa County Attorney's Office  
Gene Bond, Legal Liaison Officer, Environmental Svcs. Department

2

RECEIVED  
JUN 03 1994  
MARTINEZ & CURTIS

IN THE MATTER OF

**CEASE AND DESIST ORDER**  
**CAUSE 94-169**

Rigby Water Co.            )  
Rigby System                )  
PWS #07062                 )

To: Tom Macherione

**YOU ARE HEREBY NOTIFIED** that on the basis of inspections made and information furnished to Maricopa County regarding the above-named establishment, the undersigned has reasonable cause to believe that you are engaged in practices that are contrary to the laws of the State of Arizona and the rules and regulations promulgated thereunder.

The aforementioned inspections and information reveal that you are operating a public water system in Maricopa County, specifically, Rigby Water Co. - PWS #07062 located at 115th Avenue and Roeser, Maricopa County, Arizona, in non compliance with the Maricopa County Health Code, Chapter V and the State of Arizona Administrative Code, R-18-4-212. Specifically you have failed to provide adequate water storage capacity equal to the average daily demand during the peak month of the year.

**IT IS THEREFORE ORDERED**, pursuant to A.R.S. § 36-601.B, and A.R.S. 49-142 that you, your operator(s), officers, agents, servants, employees, attorneys, successors, and assigns, and all persons in active concert or participation with you who receive actual notice of this **CEASE AND DESIST ORDER** by personal service or otherwise, shall immediately **CEASE AND DESIST** from operating or maintaining the Rigby Water Co. - PWS #07062 in non-compliance with the Maricopa County Health Code and the Rules of the State of Arizona.

This Cease and Desist Order is effective immediately upon its receipt.

**YOU ARE FURTHER NOTIFIED** that, within fifteen (15) days after receipt of this Order, you may request in writing that a hearing be held to review this Order. Your request to review must be directed to Legal Liaison Officer, Gene Bond at 2406 S. 24th St., Suite E-204, Phoenix, Arizona 85034 (telephone 506-6621).

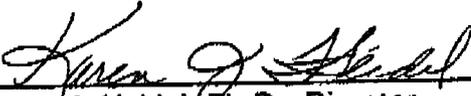
3

Page Two

CAUSE 94-169

YOU ARE FURTHER NOTIFIED that failure to comply with this Order may subject you to criminal prosecution and injunctive action in the Superior Court.

DATED THIS 5<sup>th</sup> DAY OF April, 1994.

  
\_\_\_\_\_  
Karen J. Heidel, Ph.D., Director  
Environmental Management

Copies mailed/delivered this 6 day of April, 1994, to:

Tom Macherione  
Rigby Water Co.  
7627 SW Greenwood St.  
Portland, Oregon 97223

Mike Law, Deputy County Attorney  
Maricopa County Attorney's Office

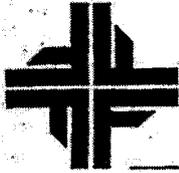
John Power, Manager, Division of Water & Waste Management

Ronald Ramsey, Engineering Aide

Gene Bond, Legal Liaison Officer

cc: Irene Torres  
Utilities Division  
1200 W. Washington  
Phoenix, AZ 85007

4



**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

June 26, 1998

Mr. Charlie Daines  
c/o Sun Dance Motors  
4439 W. Glendale Boulevard  
Glendale, AZ 85301

*R. [Signature]*

Dear Charlie:

We have estimated the annual refund applicable to the water system serving your Terra Mobile Ranchettes Estates subdivision. The estimate is based on the following:

- 1) Assumes the subdivision is fully owner occupied.
- 2) Assumes the average annual water billing is 719,050 gallons per lot.

In determining the average annual consumption, the current consumptions were annualized to reflect the total estimated consumption for the totally occupied subdivision.

Based on the above, the annual refund is estimated to be \$12,225.00. If the occupancy or consumption varies so will the annual refund. Assuming the estimated refund is reasonably accurate, the refund agreement should be for approximately 20 years.

In the event you or your accountant have any questions or comments regarding this matter, please contact us.

Sincerely,

*[Signature]*

Fred T. Wilkinson  
President

cc: RF  
File

*Included is copy of  
contract to be signed this  
week - -*

RIGBY WATER COMPANY

BANK OF AMERICA, NA  
APACHE JUNCTION, AZ 85220

1277

80

7/14/2010

PAY TO THE  
ORDER OF

Annie Dains

\$ \*\*2,421.05

Two Thousand Four Hundred Twenty-One and 05/100\*\*\*\*\*

DOLLARS 05

Annie Dains  
5216 S 107th Ave  
Tolleson, AZ 85353

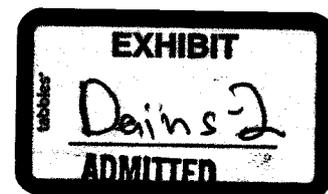
TWO SIGNATURES REQUIRED OVER \$500.00

*Annie Dains*  
*Sylvia A. [Signature]*

MEMO

line extension

Exhibit CDD-5



BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

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

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

DOCKET NO. W-01808A-09-0137

**DIRECT TESTIMONY  
OF  
DAVID C. IWANSKI  
ON BEHALF OF  
THE ESTATE OF CHARLES J. DAINS  
JULY 30, 2010**

1 Maricopa Association of Governments' Water Quality Assurance Committee, and I chair  
2 the Avondale City Planning and Zoning Commission.

3 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?**

4 A. I am testifying on behalf of the Estate of Charles J. Dains, the complainant in this case.

5 **Q. ARE YOU TESTIFYING ON BEHALF OF THE CITY OF GOODYEAR?**

6 A. No. I am a long-time friend of the Dains Family and am testifying to support their  
7 complaint in this case. My testimony represents my personal and professional opinion  
8 and is not being provided on behalf of the City of Goodyear. To my knowledge, the City  
9 of Goodyear takes no position in this case.

10 **Q. HOW DID YOU FORM YOUR OPINIONS IN THIS TESTIMONY?**

11 A. I first became aware of the issues in this case through discussions with the Dains family.  
12 I then reviewed their correspondence with Rigby Water, the resulting 1999 Main  
13 Extension Agreement ("1999 MXA") with Rigby Water concerning the Rigby family  
14 development known as Terra Mobile Ranchettes Estates, and visited the Corporation  
15 Commission to look for any other relevant documents. I subsequently reviewed  
16 documents provided by Rigby Water in response to data requests and other documents  
17 provided to me by the Dains family and counsel. I also discussed the issues with counsel.

18 **Q. ARE YOU BEING COMPENSATED FOR YOUR TESTIMONY IN THIS CASE?**

19 A. No. I am testifying because I am a family friend and I believe the Dains Family has been  
20 wronged by Rigby Water Company.

21 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

22 A. I will provide background on issues in this case and then discuss why Rigby Water  
23 should immediately refund <sup>364,583</sup>~~366,000~~ to the Estate of Charles J. Dains.

1 Q. **WHAT IS THE TERRA MOBILE RANCHETTE ESTATES DEVELOPMENT?**

2 A. The development is located in Avondale, Arizona in Rigby Water's service territory.  
3 The Dains Family constructed and provided the streets and infrastructure for ~~84~~ 83  
4 manufactured-home sites, which were all sold by the early 2000s. A map showing the  
5 location of the development is attached to Mr. Dains' testimony as Exhibit CDD-1.

6 Q. **WHAT IS THE 1999 MXA?**

7 A. Charles J. Dains and Rigby Water were parties to a 1999 MXA concerning the Terra  
8 Mobile Ranchette Estates Development. The 1999 MXA provided that Mr. Dains would  
9 construct the water infrastructure Rigby Water needed to provide service to the  
10 development and then transfer the infrastructure to Rigby Water. Exhibit DCI-1 is a copy  
11 of the executed 1999 MXA. It is signed by Mr. Dains and by Fred Wilkinson, as  
12 president of Rigby Water Company.

13 Q. **DID MR. DAINS CAUSE THE WATER INFRASTRUCTURE TO BE  
14 CONSTRUCTED AND TRANSFERRED TO RIGBY WATER.**

15 A. Yes. Several years before executing the MXA, Mr. Dains caused to be constructed and  
16 advanced to Rigby Water utility infrastructure that cost him approximately \$237,000.

17 Q. **DID RIGBY WATER PROMISE TO MAKE REFUNDS FOR THE ADVANCED  
18 INFRASTRUCTURE?**

19 A. Yes. Exhibit DCI-2 is a copy of a 1998 letter to Mr. Dains from Fred Wilkinson, Rigby  
20 Water's president. Rigby Water estimated Mr. Dains would receive refunds of  
21 approximately \$12,225 annually for 20 years, for a total of \$244,500. This is slightly  
22 more than the actual cost of the total advanced infrastructure of \$237,000. ~~In addition,~~  
23 ~~this figure does not include the value of the Certificated Water Right which Mr. Dains~~  
24 ~~had secured, allowing the legal authorization to pump and deliver groundwater.~~

1 Q. DOES THE 1999 MXA REQUIRE RIGBY WATER TO PROVIDE REFUNDS TO  
2 MR. DAINS TO COMPENSATE HIM FOR CONSTRUCTING THE  
3 DEVELOPMENT'S WATER INFRASTRUCTURE?

4 A. Yes. The 1999 MXA, which requires Rigby Water to provide refunds for 20 years to Mr.  
5 Dains in return for constructing and advancing the water infrastructure.

6 Q. HOW MUCH HAS RIGBY WATER ACTUALLY REFUNDED TO MR. DAINS?

7 A. Based on a Rigby Water data response, I calculate that Rigby Water has actually  
8 refunded approximately \$<sup>27,261</sup>~~25,800~~ to Mr. Dains over the last 11 years. Of the \$237,000  
9 that Mr. Dains expected over 20 years he has received just 11% of that in the first 11  
10 years of the MXA. *update*

11 Q. DID RIGBY WATER FILE THE 1999 MXA WITH THE COMMISSION?

12 A. In 2006, I traveled to the Commission to try to answer that question. I first reviewed the  
13 files. I was unable to find any evidence that Rigby Water ever filed the 1999 MXA with  
14 the Commission. I then spoke with Blessing Chukwu from the Commission Staff. She  
15 confirmed that the 1999 MXA was never filed with the Commission.

16 I understand that after Mr. Dains filed his complaint in this docket, Rigby Water did file a  
17 copy of the complaint.

18 Q. WHY DOES IT MATTER WHETHER RIGBY WATER FILED THE 1999 MXA  
19 WITH THE COMMISSION?

20 A. The Commission's rules seem pretty clear. Commission Rule R14-2-406(M) says:

21 All agreements under this rule shall be filed with and approved by the  
22 Utilities Division of the Commission. No agreement shall be approved  
23 unless accompanied by a Certificate of Approval to Construct as issued by  
24 the Arizona Department of Health Services. Where agreements for main  
25 extensions are not filed and approved by the Utilities Division, the

1                    refundable advance shall be immediately due and payable to the person  
2                    making the advance. (Emphasis added.)

3                    Because the 1999 MXA was never filed, the entire amount of the refundable advance  
4                    (\$237,000 – refunds to date) is immediately due and payable to Mr. Dains, together with  
5                    interest on the refund shortage.

6                    **Q.    RIGBY WATER NOTES IN ITS ANSWER THAT MR. DAINS CONSTRUCTED**  
7                    **AND TURNED OVER A FULLY OPERATIONAL WATER SYSTEM TO RIGBY**  
8                    **WATER; IS THIS SIGNIFICANT?**

9                    A    Yes, this is very significant. Mr. Dains effectively built and sold to Rigby Water an  
10                    operating water system with customers. The sale price appears to have been the  
11                    estimated \$244,500 figure contained in Mr. Wilkinson's letter, to be paid over 20 years.  
12                    Rather that properly treat this transaction as an acquisition, for which Rigby Water would  
13                    have been required to get Commission approval, Rigby Water appears to have tried to  
14                    disguise the acquisition as a main extension agreement, executed two years after the sale.  
15                    Now, Rigby Water wants to avoid paying the agreed-upon purchase price.

16                    **Q.    IN ITS ANSWER TO MR. DAINS' COMPLAINT, RIGBY WATER STATES**  
17                    **THAT MR. DAINS NEVER PROVIDED THE CERTIFICATE OF APPROVAL**  
18                    **TO CONSTRUCT; IS THIS SIGNIFICANT TO YOU?**

19                    A.    No. I do not know if this is true, but the 1999 MXA did not require Mr. Dains to provide  
20                    Rigby Water a copy of the Certificate of Approval to Construct. If this was important to  
21                    Rigby Water, it should have asked for this in the MXA, especially given that the system  
22                    had already been operating for several years.

23                    **Q.    IN ITS ANSWER TO MR. DAINS' COMPLAINT, RIGBY WATER STATES**  
24                    **THAT IT WAS NEVER PROVIDED WITH DETAILED INVOICES OR "AS-**  
25                    **BUILT" DRAWINGS; IS THIS SIGNIFICANT TO YOU?**

1 A. No. First, I don't know if the statement is true or not, but I don't see the significance.

2 Paragraph 3 of the 1999 MXA clearly states that:

3 Applicants cost, as set forth in Exhibit B, a copy of which is attached  
4 hereto and made a part hereof, shall be subject to refund in accordance  
5 with the rules and regulations of the ACC and further described in Section  
6 16 of this Agreement. (Emphasis added.)

7 Rigby Water specified what was to be built, and the Company had been using it to  
8 provide service for two years before the MXA was executed. The stipulated cost set forth  
9 in Exhibit B is \$236,988.68. This is the amount to be refunded.

10 Again, Rigby Water seems to have tried to disguise a system purchase as a main  
11 extension. The system's construction costs were known and stipulated to by the parties  
12 in Exhibit B.

13 **Q. IN ITS ANSWER TO MR. DAINS' COMPLAINT, RIGBY WATER STATES**  
14 **THAT IT SHOULD NOT BE HELD TO ITS ESTIMATED REFUND AMOUNT**  
15 **BECAUSE MR. DAINS "AS THE DEVELOPER OF THE SYSTEM HAD MORE**  
16 **KNOWLEDGE OF HIS SYSTEM AND ITS DELIVERY HISTORY THAN**  
17 **RIGBY"; IS THIS SIGNIFICANT TO YOU?**

18 A. No, this is both incorrect and irrelevant. Rigby Water states in the same document that:  
19 "Rigby utilized data obtained from meters Mr. Dains installed to homes in Terra  
20 Ranchettes to estimate annual water usage." This also appears to be incorrect. Like any  
21 utility, Rigby Water installed the meters as Mr. Dains requested them and then read the  
22 meters each month.

23 As the local water utility, Rigby Water was the custodian of the data and the party in the  
24 best position to estimate future water revenues and refunds. Mr. Dains did not have the  
25 data and had no expertise in forecasting revenues and refunds. Further, because the

1 transaction was really a sale of the system to Rigby, it does not seem accidental that the  
2 refund estimate is so close to the construction cost.

3 **Q. WHO HOLDS THE CERTIFICATE OF ASSURED WATER SUPPLY FOR**  
4 **TERRA MOBILE RANCHETTE ESTATES?**

5 A. Exhibit DCI-3 is a copy of the 1985 Certificate of Assured Water Supply, which was  
6 issued to Mr. Dains. We could locate no records that show this Certificate as having been  
7 transferred.

8 **Q. DOES THE DAINS FAMILY OWN ANY WELL SITES IN THE AREA OF**  
9 **TERRA MOBILE RANCHETTE ESTATES?**

10 A. Yes. Rigby Water required Mr. Dains to reserve a lot for a well site, but not to transfer  
11 title. The Dains Estate still holds title to an undeveloped one-acre well site.

12 **Q. IS THE SYSTEM BUILT AND SOLD BY MR. DAINS A SIGNIFICANT PART**  
13 **OF RIGBY WATER'S SYSTEM?**

14 A. Yes. I have reviewed Rigby Water's <sup>2008</sup>~~2009~~ Annual Report to the Commission. I note that  
15 Rigby Water only has approximately 315 customers. This means that the ~~84~~<sup>83</sup> customers in  
16 Terra Mobile Ranchette Estates represent more than one-fourth of Rigby Water's  
17 customer base. If I compare the plant listed in Exhibit B of the 1999 MXA to Rigby  
18 Water's plant in service, the plant Mr. Dains built and turned over to Rigby Water is a  
19 similar percentage.

20 **Q. WHY IS IMPORTANT FOR THE COMMISSION TO DETERMINE RIGBY**  
21 **WATER'S REFUND OBLIGATION?**

22 A. Rigby Water is in the planning area for the City of Avondale ("Avondale"). On  
23 December 1, 2008, Avondale adopted Ordinance 1336-1208, which authorized the  
24 acquisition of Rigby Water, by either purchase or condemnation. Exhibit DCI-4 is a copy

1 of that ordinance. Rigby Water and Avondale were unable to agree on a purchase price,  
2 so Avondale has filed suit to acquire through condemnation all of Rigby Water's assets.  
3 As shown on Exhibit DCI-5, Avondale has budgeted \$1.65 million for the acquisition.  
4 As chair of the Avondale Planning and Zoning Commission I had access to staff  
5 information which indicated Rigby Water Company was asking as much as \$4 million as  
6 a purchase price.

7 As part of Rigby Water acquisition, Avondale will acquire the assets advanced by Mr.  
8 Dains. Mr. Dains constructed and advanced approximately one-fourth of the assets that  
9 Avondale has budgeted \$1.65 million to acquire. One-fourth of \$1.65 million is more  
10 than \$400,000. It would be very unfair for Rigby Water to receive \$400,000 for assets  
11 that it effectively paid almost nothing for. And the Court could award more, which  
12 would make Rigby Water's treatment of Mr. Dains even more unfair.

13 **Q. DO THE COMMISSION'S RULES ADDRESS A UTILITY'S MXA REFUND**  
14 **OBLIGATIONS IN THE EVENT OF A CONDEMNATION?**

15 A. Not directly. The parties to a condemnation could negotiate a sale, which would be  
16 subject to the Commission's jurisdiction and rules. In that case, Commission Rule R14-  
17 2-406(F) would apply

18 F. The Commission will not approve the transfer of any Certificate of  
19 Public Convenience and Necessity where the transferor has entered into a  
20 main extension agreement, unless it is demonstrated to the Commission  
21 that the transferor has agreed to satisfy the refund agreement, or that the  
22 transferee has assumed and has agreed to pay the transferor's obligations  
23 under such agreement. (Emphasis added).

24 Rigby Water's refund obligation would then equal \$237,000, less all refunds provided to  
25 date.



1 **Q. IS THE DAINS ESTATE ASKING FOR DAMAGES ASSOCIATED WITH THE**  
2 **TEN-YEAR DELAY IN DEVELOPING THE PROPERTY AS A RESULT OF**  
3 **RIGBY WATER'S COMPLIANCE ISSUES?**

4 **A.** No. However, we ask that the Commission to consider these damages as yet another  
5 reason is should award the Dains Estate the full amount of the relief requested in the  
6 previous question and answer.

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 **A.** Yes.

MAIN EXTENSION AGREEMENT

WATER FACILITIES

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)

AGREEMENT

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 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

Terra Mobile Ranchettes Estates Rigby Water Company

By: Charles Daines  
Charles Daines DAINES

UTILITY

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

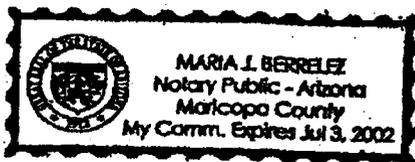
By: Judy A. Lopez  
Judy A. Lopez, Secretary,  
Treasurer

STATE OF ARIZONA )  
County of Maricopa ) SS

The foregoing instrument was acknowledged before me this \_\_\_ day of March 2nd, 1999, by Charles DAINES 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  
5<sup>th</sup> day of May, 1999, by Fred J. Wilkinson  
known to me to be the President of Rigby  
Water Company, and authorized by said corporation to  
make this acknowledgement on its behalf.

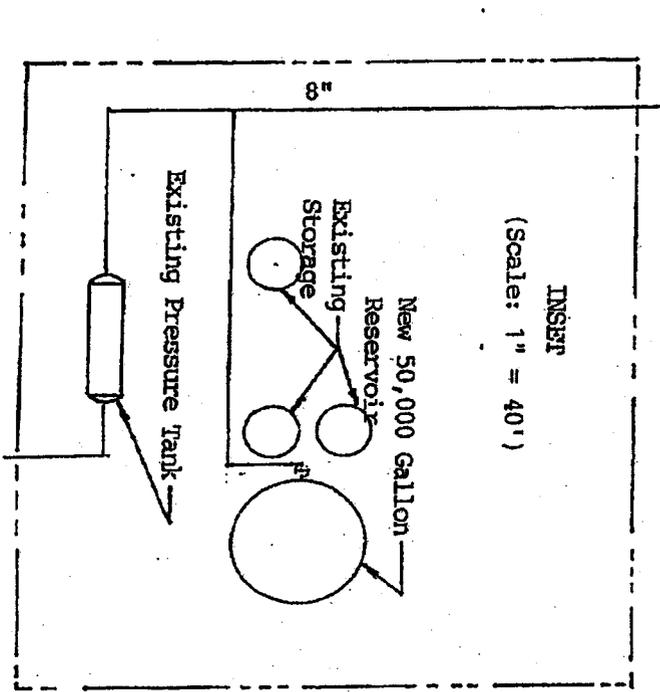
By Judy A. Lopez  
Notary Public

My Commission Expires  
6/28/02



115th

Avenue



See Inset For Detail

8"

Roeser

Road

4"

6"

6"

4"

6"

4"

6"

4"

6"

4"

6"

4"

6"

4"

6"

4"

Existing 4"

6"

Pecan Street

Avenue

107th

Scale:  
1"=600'

- LEGEND**
- Blow Off —+
  - Reducer —▶
  - Fire Hydrant —●
  - Valve ⊕

EXHIBIT "A"

TERRA MOBILE RANCHETTES

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

<b>Booster Pumps:</b>	\$50,851.00	\$50,851.00
<b>Easement:</b>		
Art Tobin Easement	\$16,000.00	\$16,000.00
<b>Miscellaneous:</b>		
Bonds	\$672.00	\$672.00
Permits	\$666.68	\$666.68
	<b>Sub-Total</b>	<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
<b>Total</b>	<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.



**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

June 26, 1998

Mr. Charlie Daines  
c/o Sun Dance Motors  
4439 W. Glendale Boulevard  
Glendale, AZ 85301

*R. [Signature]*

Dear Charlie:

We have estimated the annual refund applicable to the water system serving your Terra Mobile Ranchettes Estates subdivision. The estimate is based on the following:

- 1) Assumes the subdivision is fully owner occupied.
- 2) Assumes the average annual water billing is 719,050 gallons per lot.

In determining the average annual consumption, the current consumptions were annualized to reflect the total estimated consumption for the totally occupied subdivision.

Based on the above, the annual refund is estimated to be \$12,225.00. If the occupancy or consumption varies so will the annual refund. Assuming the estimated refund is reasonably accurate, the refund agreement should be for approximately 20 years.

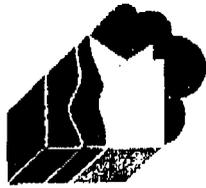
In the event you or your accountant have any questions or comments regarding this matter, please contact us.

Sincerely,

*[Signature]*  
Fred T. Wilkinson  
President

cc: RF  
File

*Included is copy of  
contract to be signed this  
week - -*



STATE OF ARIZONA DEPARTMENT OF WATER RESOURCES  
CERTIFICATE OF ASSURED WATER SUPPLY

*This is to certify that*  
Charles Dains

Terra Ranchette Estates Subdivision

SE $\frac{1}{4}$ , Section 30, T1N, R1E, G&S R 8&M

Maricopa County

Phoenix Active Management Area

has demonstrated to the Arizona Department of Water Resources, in accordance with the requirements and procedures of A.R.S. § 45-576 and the applicable regulations, that sufficient water of adequate quality will be continuously available to satisfy the water needs of the referenced subdivision for at least one hundred years. The aforementioned subdivision consists of 83 lots which will be provided

water by Rigby Water Company

By powers vested in the Director of the Arizona Department of Water Resources by the State of Arizona, and subject to the conditions contained in the applicable regulations,

Charles Dains

is issued this certificate of Assured Water Supply for

Terra Ranchette Estates Subdivision

this 16th day of August, 1985.

ARIZONA DEPARTMENT OF WATER RESOURCES

*William J. Jinnia*  
DIRECTOR

6-1-73

11-543 (R) 11-85

00100 11-001/011

00100 001/000



# CITY COUNCIL REPORT

**SUBJECT:**

Ordinance 1336-1208 - Authorizing the Purchase of  
the Rigby Water Company

**MEETING DATE:**

December 1, 2008

**TO:** Mayor and Council

**FROM:** Wayne Janis, Water Resources Director, (623) 333-4444

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting the City Council adopt an ordinance approving the acquisition of the Rigby Water Company, located in the Southern Avondale Planning Area, by purchase or condemnation.

**DISCUSSION:**

The City of Avondale has been in negotiations with the principals of Rigby Water Company regarding possible acquisition since 2006. Rigby's service area is located in southern Avondale near and around Avondale Blvd., El Mirage Road, Broadway Road, and Southern Ave.

Currently, all existing City of Avondale residents are also Avondale water and sewer customers. As the City expands and grows to the south, it is in the City's best interest to continue providing its residents with those services. The Rigby Water Company currently serves the small neighborhood of Tierra Ranchettes. As the incorporated area moves south to include areas like the Ranchettes, and as new development occurs, it is important for the City to manage the delivery of these basic life services. In doing so, these residents will obtain the same quality water and sewer services as their neighbors to the north. In addition, when all City residents are also City customers, future bond votes that affect the delivery of water and sewer services are decided by only those individuals with a vested interest in those infrastructure improvements.

**BUDGETARY IMPACT:**

Funding is available in the Water Resources Capital Improvement Program Budget, Line Item No. 514-1212-00-8520.

**RECOMMENDATION:**

Staff is recommending the City Council adopt an ordinance approving the acquisition of the Rigby Water Company, located in the Southern Avondale Planning Area, by purchase or condemnation.

**ATTACHMENTS:**

[Click to download](#)

[Ordinance 1336-1208](#)

**ORDINANCE NO. 1136-1208**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACQUISITION OF THE RIGBY WATER COMPANY, INCLUDING ALL REAL AND PERSONAL PROPERTY RELATING THERETO, BY PURCHASE OR CONDEMNATION.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. That the City Council of the City of Avondale hereby approves the acquisition of the Rigby Water Company, including all real and personal property relating thereto, by purchase or condemnation, for the purpose of incorporating the facilities of such water company into the municipal water system.

SECTION 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 1, 2008.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

Exhibit DCI-5

**Capital Improvement Plan**

Fiscal Years 2011-2020

**Water Development**

**Project No:** WA1201      **Pct. New Development:** 100.00%      **Total Project Cost:** \$1,150,000

**Project Title:** Well 22 - SWC Avondale and Van Buren

**Funding Source:** Development Fees

**Project Description:**

The development of the Wieler Well which is located at the southwest corner of Avondale Boulevard and Van Buren Street. The Weiler Well will serve as a water supply for the Coldwater Springs Booster Station and Reservoir and should provide a pump capacity of approximately 2,000 gpm.

	Carryover	FY 10-11	FY 10-11 Total	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 16-20
Capital Costs:	1,150,000	-	1,150,000	-	-	-	-	-
Operating Impact Totals:								

**Project No:** WA1212      **Pct. New Development:** 100.00%      **Total Project Cost:** \$1,650,000

**Project Title:** Purchase of Rigby Water Company

**Funding Source:** Bonds

**Project Description:**

Purchase of that portion of the Rigby Water Company which provides service to residents within Avondale planning area. Purchase includes service area wells, reservoirs, booster facilities and distribution infrastructure.

	Carryover	FY 10-11	FY 10-11 Total	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 16-20
Capital Costs:	1,350,000	300,000	1,650,000	-	-	-	-	-
Operating Impact Totals:								

**Project No:** WA1214      **Pct. New Development:** 100.00%      **Total Project Cost:** \$2,180,000

**Project Title:** MARWEST well

**Funding Source:** Development Fees

**Project Description:**

With the anticipated growth in the City's customer base, the Marwest Well has been identified as a water source that meets the objectives of the City's Water Master Plan. The Marwest Well is located ¼ mile north of Van Buren Street, on the east side of El Mirage Road, should provide a pump capacity of approximately 1,200 gpm, and will serve as a water supply for the Coldwater Reservoir and Booster Station.

	Carryover	FY 10-11	FY 10-11 Total	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 16-20
Capital Costs:	180,000	-	180,000	-	600,000	1,400,000	-	-
Operating Impact Totals:								

Exhibit DCI-6  
(Revised)

	A	B	C	D	E	F	G	H
1								References
2						\$		
3						\$		
4								[F2/20]
5	Year	Refund Due	Actual Refund	Yearly Refund Deficiency	Cumulative Refund Deficiency (with interest)	Annual Interest at 1.5% per month (Assessed on prior year's balance)		
6	2000	\$ 11,849.43	\$ 2,894.16	\$ 8,955.27	\$ 8,955.27	\$ -		
7	2001	\$ 11,849.43	\$ 1,924.00	\$ 9,925.43	\$ 18,880.71	\$ 1,751.81		
8	2002	\$ 11,849.43	\$ 2,169.80	\$ 9,679.63	\$ 30,312.16	\$ 3,693.41		
9	2003	\$ 11,849.43	\$ 2,292.54	\$ 9,556.89	\$ 43,562.46	\$ 5,929.61		
10	2004	\$ 11,849.43	\$ 2,175.05	\$ 9,674.38	\$ 59,166.45	\$ 8,521.61		
11	2005	\$ 11,849.43	\$ 2,388.01	\$ 9,461.42	\$ 77,149.49	\$ 11,574.03		
12	2006	\$ 11,849.43	\$ 2,617.05	\$ 9,232.38	\$ 97,955.90	\$ 15,091.84		
13	2007	\$ 11,849.43	\$ 2,770.45	\$ 9,078.98	\$ 122,126.73	\$ 19,161.95		
14	2008	\$ 11,849.43	\$ 2,892.73	\$ 8,956.70	\$ 150,245.39	\$ 23,890.21		
15	2009	\$ 11,849.43	\$ 2,716.59	\$ 9,132.84	\$ 183,268.44	\$ 29,390.73		
16	2010	\$ 11,849.43	\$ 2,421.05	\$ 9,428.38	\$ 222,087.55	\$ 35,850.64		
17								
18	<b>Totals</b>		<b>\$ 27,261.43</b>			<b>\$ 154,855.84</b>		
19								
20								
21								
22								
23								

[Cell F17]

[F2-C18]

[G19+G20]

\$ 154,855.84

\$ 209,727.25

\$ 364,583.09

References

Amount to be refunded:

Yearly amount to be refunded:

\$ 236,988.68

\$ 11,849.43

Cumulative Refund Deficiency (with interest) on prior year's balance

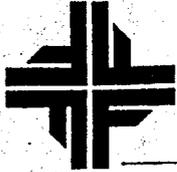
Annual Interest at 1.5% per month (Assessed on prior year's balance)

Yearly Refund Deficiency

Actual Refund

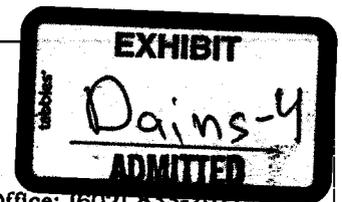
Refund Due

Year



**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.

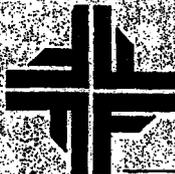
We may have some other minor requirements but the above is the major points that must be resolved as soon as possible.

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

Sincerely,

  
Fred T. Wilkinson  
President

cc: RF  
File  
Mr. Mewes



FIRST  
NATIONAL  
MANAGEMENT  
INCORPORATED

1832 S. Mac Donald, Suite 201  
P.O. Box 1289 • Mesa, AZ 85211-1289

EXHIBIT

Dains-5  
ADMITTED

VIA FACSIMILE AND U.S. MAIL

April 17, 1997

Mr. Charlie Daines

Dear Charlie:

We had a meeting with our engineer, Mr. Terry Moore, regarding the modifications to the Rigby Water Company pressure system. We will require you to install the piping system in accordance with that certain plan signed by Mr. Tom S. Chisholm of Maricopa County Department of Environmental Services on March 5, 1996.

In addition to the plumbing requirement, we will require the following:

- 1) Pump design and pump curves.
- 2) Electrical plans drawn and sealed by an electrical engineer noting the pump operation sequence.
- 3) As-builts of the water system constructed.
- 4) An engineer's Certificate of Completion signed by Mr. Samers.
- 5) All blowoffs must be brought to grade as per MAG specifications and details.
- 6) The water system must be pressure tested to 100 P.S.I. for a period of not less than 2 hours. This test must be witnessed by a representative of our company.
- 7) The water system and the 50,000 gallon reservoir must be disinfected in accordance with Engineering Bulletin No. 8. The disinfection procedure must be witnessed by a representative of our company.

It is extremely important that the above requirements be completed prior to incorporating any portion of the new construction into the Rigby Water Company system.



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

Sincerely,

Fred T. Wilkinson  
President

cc: RF

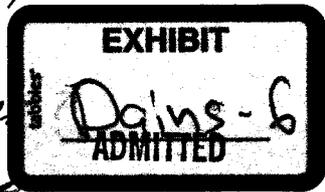
File

Mr. Mewes

Mr. Moore

DATE: 4-29-97

IS THIS CORRECT?  
WHAT CHANGES OR  
ADDITIONS DO YOU HAVE?



April 28, 1997

VIA FACSIMILE AND U.S. MAIL

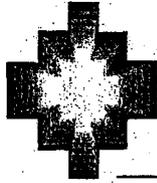
THANKS  
Zed

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

Dear Charlie:

In accordance with our meeting of this date we are submitting the following:

- 1) Install an alternator to cause the pumps to alternate operation.
- 2) Install a four inch diameter PVC schedule 80 pipe line from 50,000 gallon reservoir.
- 3) Install four inch diameter PVC schedule 80 pipe line from booster discharge manifold to eight inch diameter pipe line.
- 4) Install 5/8 inch diameter copper pipe line, with dielectric unions to hydro-pneumatic tank as discussed.
- 5) Replace 100 amp breaker panel with 200 amp breaker panel.
- 6) Coordinate the change out of the Salt River Project transformer to correspond.
- 7) All facilities must be properly pressure tested as required by the Arizona Department of Environmental Quality. Proof of the pressure test must be in the form of certification by a registered civil engineer or observation by a representative of First National Management, Inc. as agent of Rigby Water Company.
- 8) Disinfection of all facilities must be performed as required by the Arizona Department of Environmental Quality. Proof that the facilities have been properly disinfected must be in the form of certification by a registered civil engineer or documentation by a firm engaged in this type of work.



**RIGBY  
WATER  
COMPANY**

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

EXHIBIT  
Daines-7  
ADMITTED

June 12, 1997

VIA U.S. MAIL AND FACSIMILE

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

Dear Charlie:

On June 11, 1997, the following persons conducted a final inspection of the water system constructed to serve your Terra Mobil Ranchettes Estates subdivision:

Representing Rigby Water Company:

Mr. Terry Moore of Moore and Associates, Inc  
Mr. Dale Mewes, our Field Operations Manager

Representing Terra Mobil Ranchettes Estates:

EPC Electric Power Control Corporation

The following is a list of items that must be corrected prior to Rigby Water Company assuming the system for operation and maintenance purposes.

1) Water Reservoir:

- a) Primer is showing through the paint indicating a thin and unacceptable condition. The reservoir is not properly protected and may begin to rust prematurely.
- b) There is considerable weld splatter on the reservoir. The weld splatter needs to be ground off and the work areas need to be re-primed and properly painted.
- c) Remove what appears to be sand blasting dust from the reservoir. This material is floating on the surface of the water as well as mounded on the bottom of the reservoir. The reservoir will have to be drained, washed down and refilled. After this operation has been completed the reservoir will have to be disinfected and refilled.
- d) Install a 16 mesh screen on the overflow of the reservoir to prevent entrance to the reservoir by bugs and small animals.

- e) Install a concrete splash pad at the reservoir overflow.
  - f) There is visual evidence that the ladder and float located inside the reservoir are beginning to rust. This is due to inadequate coating. The ladder and float must be removed, dried, sandblasted and properly re-coated.
  - g) There is no coating behind target channel attached to the reservoir. A coat of primer and a proper coating of paint must be applied.
  - h) A coating of primer and properly applied coat of paint must be applied to the bolts at the access hatch to the reservoir.
- 2) Rotate the fire hydrant located on 107th Avenue at Roeser to allow access from the street side by the fire department.
  - 3) Install a pressure gauge and drain cock on the copper tee to facilitate the setting of the pressure control switches.
  - 4) Install PVC caps on the nipples of the float guide wire.

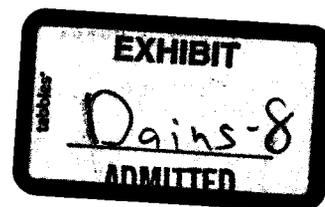
Please have your contractors (pipeline and reservoir) provide a letter to Rigby Water Company advising the company of their intent to guarantee their work for a period of one year from acceptance of the system by Rigby Water Company.

At such time as the corrections have been completed, please contact our office for an additional inspection.

Sincerely,

Fred T. Wilkinson  
President

cc: RF  
File  
Mr. Moore (Moore and Associates, Inc.)  
Mr. Mewes (First National Management, Inc.)



IN THE MATTER OF

CEASE AND DESIST ORDER  
CAUSE 94-169

Rigby Water Co. )  
Rigby System )  
PWS #07062 )

To: Tom Macherione

YOU ARE HEREBY NOTIFIED that on the basis of inspections made and information furnished to Maricopa County regarding the above-named establishment, the undersigned has reasonable cause to believe that you are engaged in practices that are contrary to the laws of the State of Arizona and the rules and regulations promulgated thereunder.

The aforementioned inspections and information reveal that you are operating a public water system in Maricopa County, specifically, Rigby Water Co. - PWS #07062 located at 115th Avenue and Roeser, Maricopa County, Arizona, in non compliance with the Maricopa County Health Code, Chapter V and the State of Arizona Administrative Code, R-18-4-212. Specifically you have failed to provide adequate water storage capacity equal to the average daily demand during the peak month of the year.

IT IS THEREFORE ORDERED, pursuant to A.R.S. § 36-601.B, and A.R.S. 49-142 that you, your operator(s), officers, agents, servants, employees, attorneys, successors, and assigns, and all persons in active concert or participation with you who receive actual notice of this CEASE AND DESIST ORDER by personal service or otherwise, shall immediately CEASE AND DESIST from operating or maintaining the Rigby Water Co. - PWS #07062 in non-compliance with the Maricopa County Health Code and the Rules of the State of Arizona.

This Cease and Desist Order is effective immediately upon its receipt.

YOU ARE FURTHER NOTIFIED that, within fifteen (15) days after receipt of this Order, you may request in writing that a hearing be held to review this Order. Your request to review must be directed to Legal Liaison Officer, Gene Bond at 2406 S. 24th St., Suite E-204, Phoenix, Arizona 85034 (telephone 506-6621).

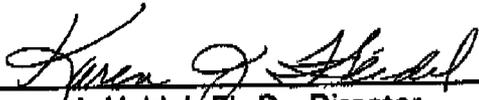
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Page Two

CAUSE 94-169

YOU ARE FURTHER NOTIFIED that failure to comply with this Order may subject you to criminal prosecution and injunctive action in the Superior Court.

DATED THIS 5<sup>th</sup> DAY OF April, 1994.

  
\_\_\_\_\_  
Karen J. Heidel, Ph.D., Director  
Environmental Management

Copies mailed/delivered this 6 day of April, 1994, to:

Tom Macherione  
Rigby Water Co.  
7627 SW Greenwood St.  
Portland, Oregon 97223

Mike Law, Deputy County Attorney  
Maricopa County Attorney's Office

John Power, Manager, Division of Water & Waste Management

Ronald Ramsey, Engineering Aide

Gene Bond, Legal Liaison Officer

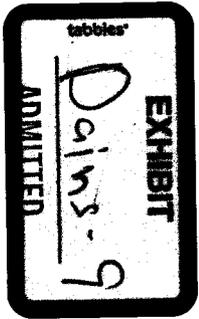
cc: Irene Torres  
Utilities Division  
1200 W. Washington  
Phoenix, AZ 85007

4

WATER SYSTEM INSPECTION REPORT

47, 101-2-025  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
DIVISION OF WATER AND WASTE MANAGEMENT  
7406 So. 24th Street, Suite E-204  
Phoenix, AZ 85034  
506-6666 FAX 506-6925

PWS # 0407-0602 DWR# 55-635444 WELLS ID# A(1-1)30 CBB  
NAME OF PWS RIBBY WATER CO / RIBBY SYSTEM  
ADDRESS OF PWS P.O. BOX 1289 MESA 85211-1289  
SITE LOCATION 115 AVE / ROESER SEC - E



OWNER	OWNER ADDRESS	OWNER TELEPHONE	TYPE OF SYSTEM	POP. SERVED
<u>E/O</u>	<u>FIRST NATIONAL MANAGEMENT</u>	<u>P.O. BOX 1289 MESA, AZ 85211-1289</u>	<u>ADQ WELL</u>	
OPERATOR	OPERATOR ADDRESS	OPERATOR TELEPHONE	SERVICE CORNS.	
<u>FIRST NATIONAL MANAGEMENT</u>		<u>833-2027</u>	<u>125</u>	
INSPECTION DATE	NEXT INSPECTION DATE	COMPLIANCE STATUS	DIRECTIONS TO WELL	
<u>02-08-05</u>	<u>05-08-05</u>	<u>NON-COMPLIANCE</u>	<u>400 gallon/day</u>	
WELL IDENTIFICATION	WELL DEPTH	DRILL DEPTH	AVC. PROD.	ACTIVATED/INACTIVED
SAMPLING HISTORY	MICROBIOLOGICAL	INORGANIC	EXTRACHEMICAL	ORGANIC
CORROSION	CORROSION	PUBLIC NOTIFICATION	PREVIOUS VIOLATIONS	

Based on an inspection this day, the items listed below identify the deficiencies which must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any of these items within the specified time limit may result in compliance action by this Department.

WELL SITE

- 01. Check valve in good repair.
- 02. Openings in casing sealed.
- 03. Well also meets minimum standards, clean, and in good repair.
- 04. Casing vent provided, screened, and in good repair.
- 05. Sanitary well seal provided where needed.
- 06. Space between pump electrical line and casing sealed.
- 07. Drainage diverted away from well slab.
- 08. Livestock and other sources of pollution a minimum of 100' from well head.
- 09. Lubricants approved potable water grade. Type \_\_\_\_\_
- 10. Well site clean and free of debris and non-essential materials.
- 11. Proper well identification posted.
- 12. Air relief valve provided and in good repair.
- 13. Casing extends a minimum of 12" above the well slab.
- 14. Sample tap provided.
- 15. Emergency chlorination facilities provided and adequate.

PRESSURE TANK AND PUMPING FACILITIES

- 16. Hydro pneumatic pressure tank or adequate system pressurization provided.
- 17. Pressure gauges provided and in good repair.
- 18. System capable of providing a minimum 20 psi to all parts of the distribution system.
- 19. Bottom drain valve provided in hydro pneumatic tank.
- 20. Sight glass for hydro pneumatic tank provided and in good repair.
- 21. Blow-off valve provided on hydro pneumatic tank.
- 22. Auxiliary air inlet fixture provided.
- 23. Adequate air compressor provided on hydro pneumatic tank.
- 24. Safety pressure relief valve provided on hydro pneumatic tank.
- 25. Adequate number of booster pumps provided and in good repair.
- 26. Check valve on discharge side of pump. Check valve in good repair.
- 27. Pressure tank bypass for repair and service.

STORAGE TANK(S) (CAPACITY 57,000) W- C- N-

- 28. Adequate storage capacity provided.
- 29. Storage tank(s) in good repair. N TANK-
- 30. Vent provided, in good repair and properly screened.
- 31. Inspection port effectively sealed and secured. ALL 3
- 32. Shut-off valve on discharge side of storage tank provided.
- 33. Bottom drain valve provided.
- 34. Over flow pipe installed and extending 12" to 24" above ground level. Ground protected from erosion.
- 35. 216 mesh screen or self-cleaning flap valve provided on the overflow pipe.
- 36. Tank bedding/insulation adequate and in good repair.
- 37. Water level gauge target provided and in good repair. ON N TANK
- 38. Bypass baffle provided. ON CENTER TANK
- 39. Tank can be bypassed without interrupting service.

GENERAL

- 40. Site(s) provided with 6' fence and locking gate or other approved, adequate security.
- 41. No leaks in system.
- 42. Engineering plans submitted where required.
- 43. Electrical service in good repair and meets applicable codes.
- 44. Approved cross connection control provided.

COMMENTS:

- 01 - INSTALL CHECK VALVE
- 02 - SILICONE SEAL
- 10 - MOVE NON-ESSENTIALS AWAY FROM CENTER TANK SITE
- 16 - INCREASE PRESSURE TANK TO 5,000 GAL OR MORE - EXISTING 2,000 GAL TANK HAS A LEAK THAT RUSTED PARTS
- 28 - WILL REVIEW CONSENT AGREEMENTS W/ ENGINEERING FIRST.
- 29 - NORTH TANK HAS RUST SPOTS THAT SOON WILL ALLOW LEAKAGE, CALL SOON WILL SOON BE REPLACED.
- 31 - PADLOCK ALL 3 TANKS. (MAINLY CENTER TANK)
- 44 - WILL SEND COPIES OF BACKFLOW AND EMERGENCY PLANS.

ADDITIONAL COMMENTS ON BACK OF FORM  
 BEN SHIRLEY  
 INSPECTED BY: Ben Shirley / HD  
 TELEPHONE: 937-5788  
 RECEIVED BY: [Signature]  
 TITLE: Manager of Operations



**FIRST  
NATIONAL  
MANAGEMENT  
INCORPORATED**

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

EXHIBIT

Dains-10  
ADMITTED

January 26th, 1995 <sup>1996</sup>

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.

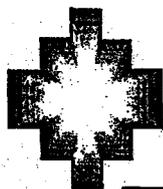
Sincerely,

Fred T. Wilkinson  
President

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

EXHIBIT

Daines - 11  
ADMITTED



**RIGBY  
WATER  
COMPANY**

P.O. Box 1289 Mesa, AZ 85211-1289 •  
1832 S. MacDonald, Suite 201 •

Fax: (602) 833-3250

June 13, 1997

Ms. Jan Long  
Construction Manager  
Hilton Financial Corporation  
11024 N. 28th Drive  
Suite 170  
Phoenix, AZ 85029

Dear Ms. Long:

Rigby Water Company (Rigby) is a public service corporation, providing domestic water service to the Terra Mobil Ranchettes Estates constructed by Mr. Charlie Daines. According to the rules and regulations of the Arizona Corporation Commission, Rigby is required to enter into a refund agreement with Mr. Daines. The agreement is established so the utility (Rigby) can purchase the system for continuous operation and maintenance purposes.

In order to establish the purchase price of the system, Rugby will need copies of all paid invoices applicable to the construction of the water system. Rigby is in receipt of your undated letter setting forth the cost of construction. At this time, Rigby is requesting detailed support for the costs.

Please provide copies of all paid invoices at your earliest opportunity. Should you have any questions or comments regarding this matter, please contact us.

Sincerely,

  
Fred T. Wilkinson  
President

cc: RF  
File

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

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**COMMISSIONERS**

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

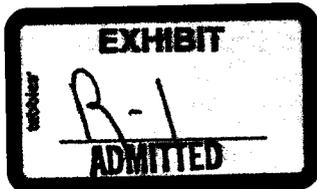
**BEFORE THE ARIZONA CORPORATION COMMISSION**

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

**DOCKET NO. W-01808A-09-0137**

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

**ON BEHALF OF RIGBY WATER COMPANY**



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.

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.

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 <sup>1996</sup>

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:

X

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. Wilk.  
TYPE OR PRINT SIGNATURE  
TITLE PROSIDENT  
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. WILLIAMS Fred T. Williams  
TYPE OR PRINT SIGNATURE  
TITLE PROBATOR  
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

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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  
\_\_\_\_\_



MEE 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

<b>Booster Pumps:</b>	\$50,851.00	\$50,851.00
<b>Easement:</b>		
Art Tobin Easement	\$16,000.00	\$16,000.00
<b>Miscellaneous:</b>		
Bonds	\$672.00	\$672.00
Permits	\$666.68	\$666.68
		-----
	Sub-Total	\$1,338.68

**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

MAIN EXTENSION AGREEMENT

WATER FACILITIES

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)

AGREEMENT

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 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

Terra Mobile Ranchettes Estates Rigby Water Company

By: Charles Dains  
Charles Dains-DAINS

UTILITY

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

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

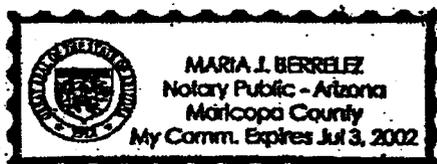
STATE OF ARIZONA )

County of Mazicopa ) 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  
5<sup>th</sup> day of May, 1999, by Fred J. Wilkinson  
known to me to be the President of Reby  
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

---

<b>Booster Pumps:</b>	<b>\$50,851.00</b>	<b>\$50,851.00</b>
-----------------------	--------------------	--------------------

**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

DAIMBS CALCULATION:

740

M.B.C.

THIS DATA PROVIDED TO DAIMBS C.P.A.

LOT #	INITIAL RESNO	DAYS	PRESNT RESNO	DATE	CONSUMPTION	ANNUALIZED 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	194	6-1-98	69400	416,400
72 -	0000	1-29-98	2985	6-1-98	298500	895,500
73 -	6996	10-29-97		6-1-98	614400	923,300
74 -	0000	2-6-98	1410	6-1-98	141000	438,000
75 -	0000	1-1-98	4064	6-1-98	406400	975,360
76 -	0000(18)	8-97	1135	6-1-98	113500	272,400
77 -	0000	2-1-98	988	6-1-98	98800	296,400
78 -	0000(3)	2-1-98	909	6-1-98	90900	387,600
79 -	0000(1120)	97	868	6-1-98	86800	173,600
82 -	0000	3-1-98	924	6-1-98	92400	509,600
83 -	0001	7-14-97	15595	6-1-98	1559500	1,701,275
						12,223,825

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

$$400 \text{ GAL} = 11.5 \times 22.007 = 2950 + 619 \times 4.00 = 1238$$

9.80 x 100

$$\frac{114}{135} = 192 = 135.21 \text{ LIT}$$

CALCULATION

4th

ASSUMED AVERAGE ANNUAL BILL

$\frac{12,223,825 \text{ GALLONS}}{17 \text{ UNITS}} = 719,050 \text{ GALLONS/42} = \text{AVERAGE CONSUMPTION}$

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

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

COMMUNITY CHARGE \$2 / 1000 GAL

$719.05 < 1000 \times 12 = 12$

719.05

12

$707.05 \times 2.00 = \$1414.10$

114.00

1528.10 ANNUAL AVERAGE REVENUE / LOT

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

1,458  
114  
1552

1414  
114

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

C/O SUDANCO MORTGAGE  
4439 W. COLLEGE BLVD

6 22 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 J. Dains  
Spouse's Name Annet Dains Lot 83  
Service Address 5216 So 107<sup>th</sup> Ave  
City, State, Zip Code \_\_\_\_\_  
Mailing Address (if different) Fallson Ar 85353  
City, State, Zip Code \_\_\_\_\_  
Home Phone 245 9043 Own  Rent \_\_\_\_\_  
If renting, Owner's Name DAINS Phone 907-2868 new  
Employed at Tina Ranchettes Phone 907-1015 new  
Spouse's Employer \_\_\_\_\_ Phone \_\_\_\_\_  
Last Water Utility Company Arizona Water - Sedona

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 90 0000  
(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

FAKED TO  
DATE 7/14

SERVICE ADDRESS 5216 S. 107<sup>th</sup> AVE LOT 83 PLAT \_\_\_\_\_  
 CUSTOMER ACCOUNT # Charlie Drans  
 Date Order Taken 7/14 By EW 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

Virgil

CHARLIE SAYS HIS LINES  
 SHOULD BE IN BY THURSDAY -  
 WOULD YOU PLEASE CHECK & TURN  
 HIM ON IF SO.

Thanks  
 EW

SERVICE ADDRESS 5216 S. 107<sup>th</sup> AVE LOT 83 PLAT \_\_\_\_\_

CUSTOMER ACCOUNT # CHARLIE DRAINS

Date Order Taken 7/14 By GD 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

DATE :

CHARLIE JUST CALLED THE OFFICE WANTING THIS TURNED ON TODAY AT TIERRA RANCHETTES. 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

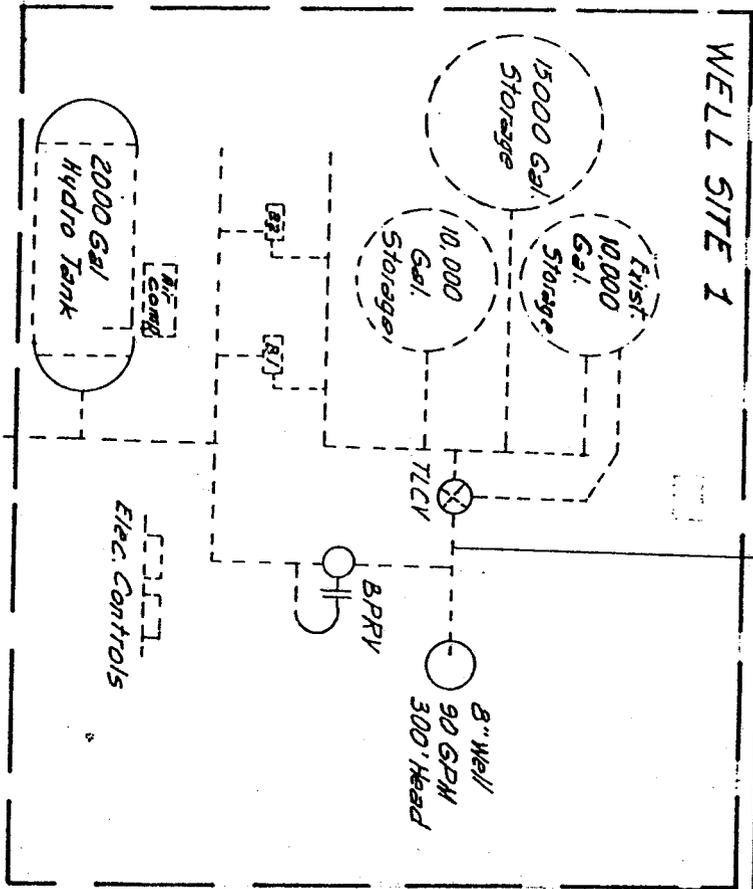
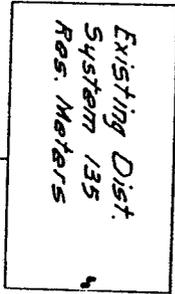
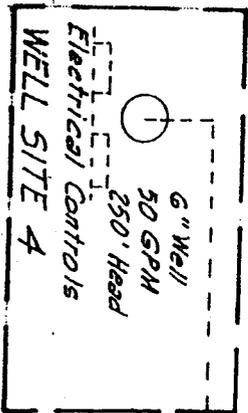
BY:

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

WATER REPORT CAPACITY

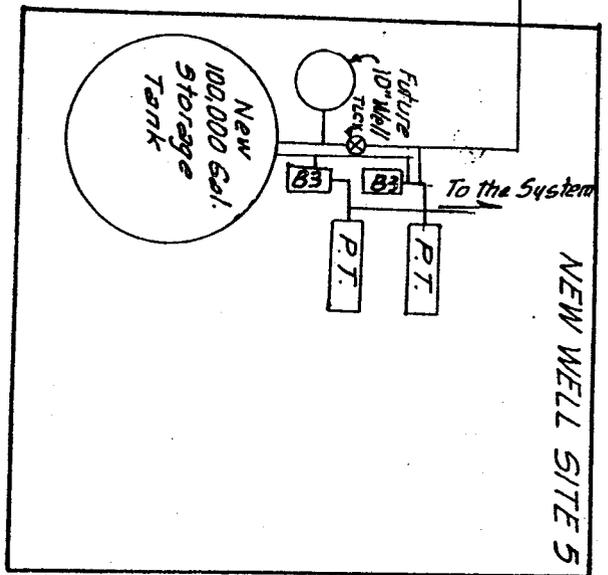
1. Subdivision Map and Sketch
2. Description
3. Capacity and Ability
  - a. Subdivision Demand
  - b. Capacity to meet the Demand
    1. Suppling Company
    2. Existing well capacities
  - c. Ability to provide continuous service and pressure for subdivision
    1. Required Demand
    2. Designed System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





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

- B1 & B2 - Exist 75 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



## 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  $1.273 \times 10^9$ .

### 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 =  $1.367 \times 10^9$  Gal.

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

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).

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

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 $434 \times 6 = 2,604$ 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 <sub>3</sub> )	128	mg/l	_____
Calcium	120	mg/l	_____
Chloride	760	mg/l	_____
Copper	Less Than 0.05	mg/l	_____
Hardness (CaCO <sub>3</sub> )	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/BWWQM-213 1,341  
Revised 7/84

Appendix A -- NOTICE OF DISPOSAL FORM

Ambient Groundwater and Maximum Disposal Waste Stream Constituent Concentrations

		<u>PART I</u> <u>Ambient</u> <u>Groundwater</u>	<u>Units</u>	<u>PART II</u> <u>Disposal</u> <u>Waste Stream</u>
<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	
Chlorophenoxy's				
2, 4-D			mg/l	
2, 4, 5TP Silvex			mg/l	
Total Trihalomethanes			mg/l	

ADHS/BWQM-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 Type Reference  
07/14/2006 Bill

8/9/2006  
Original Amt. Balance Due Discount  
2,617.05 2,617.05  
Check Amount

Payment  
2,617.05  
2,617.05

# PAYMENT RECORD

B OF A Checking refund

2,617.05

RIGBY WATER COMPANY

DATE: 7-14-06

CHECK PAID TO THE ORDER OF: Charles Wains

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

AMOUNT OF PAYMENT: 2617.05 REFERENCE: \_\_\_\_\_

Item No.	Quantity	DESCRIPTION	Acct Number	Unit Price	Amount
		Main Line	252.000		2617.05
		Extension,			
		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.
2,388.01

Balance Due	Discount	Check Amount
2,388.01		

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 Klain

ADDRESS: 5216 S. 107<sup>th</sup> Ave  
Tollson, Az. 85353

AMOUNT OF PAYMENT: 2388.01 REFERENCE: \_\_\_\_\_

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

Reason for Items: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested by Lora Approved by \_\_\_\_\_

Department \_\_\_\_\_

2004

Book 10 - Tierra Ranchettes														
	Water	Sales Tax	Suppl. Tax	Estab. Fees	BAD Debt	Mater. 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														
Jun-04	2,400.06	210.78	5.72	25.00	(59.55)		25.00		15.00		130.00	\$2,622.01	(363.30)	2258.71
Pen. June														
Jul-04	2,566.71	227.73	6.16	50.00	(49.40)		25.00	(5.00)			165.00	\$2,821.20	(79.30)	2741.90
Pen July														
Aug-04	2,059.31	193.98	4.65	25.00			125.00	(5.00)	15.00		125.00	\$2,402.94	237.26	2640.20
Pen. Aug.														
Sep-04	1,898.51	169.78	4.45	25.00	(9.50)				15.00		135.00	\$2,103.24	407.61	2510.85
Pen. Sept.														
Oct-04	2,241.88	203.18	5.21	50.00			75.00		15.00		115.00	\$2,515.27	374.2	2889.47
Pen. Oct.														
Nov-04	1,588.33	151.22	3.26	25.00			125.00		30.00		155.00	\$1,872.81	770.73	2643.54
Pen. Nov.														
Dec-04	1,547.60	156.45	3.12	75.00					30.00		95.00	\$1,937.17	-201.55	1735.62
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

Book 11 - Holly Acres														
	Water	Sales Tax	Suppl. Tax	Estab. Fees	BAD Debt	Mater. Adv. Credits	RE-Connect	Penalties	NSF	Other & Field Coll.	Late Fees	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)			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				130.00	\$3,184.54	(230.57)	2953.97
Pen April														
May-04	3,075.57	195.86	7.54	25.00			25.00				110.00	\$3,303.97	435.63	3739.60
Pen. May														
Jun-04	3,677.62	233.26	9.31	25.00			25.00				120.00	\$3,945.19	340.90	4286.09
Pen. June														
Jul-04	3,361.51	213.36	8.39	25.00			25.00				125.00	\$3,608.26	210.50	3818.76
Pen July														
Aug-04	3,408.62	216.34	8.53	50.00				(5.00)			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				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	2,952.40	157.32	5.40	25.00			50.00				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

Book 10 - Tierra Ranchettes 2005

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Water 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								(5.00)				\$1,653.93	-263.88	1390.05
Feb-05	1,472.45	133.63	2.85	\$50.00			25.00				130.00	\$1,896.08	(153.57)	1742.51
Pen. Feb.								(5.00)				\$2,465.25	(225.63)	2239.62
Mar-05	1,639.55	153.12	3.41	75.00			50.00				145.00	\$2,675.73	287.61	2963.34
Pen. Mar								(10.00)	15.00			\$3,099.09	168.63	3267.72
Apr-05	2,190.56	199.38	5.31	50.00								\$0.00		0.00
Pen. April												\$0.00		0.00
May-05	2,299.30	216.01	5.42	100.00								\$0.00		0.00
Pen. May												\$0.00		0.00
Jun-05	2,754.02	249.93	6.74	125.00	(36.60)							\$0.00		0.00
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
		\$1,112.40	\$27.07	\$500.00	(\$36.60)	\$0.00	\$200.00	(\$20.00)	\$15.00	\$0.00	\$645.00	\$13,775.72	(\$584.13)	\$13,191.59

Book 11 - Holly Acres

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Water 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								\$2,288.63	34.50	2323.13
Pen. Jan												\$2,066.68	-24.03	2042.65
Feb-05	1,825.59	122.25	3.84	\$50.00			25.00		15.00	25.00		\$2,620.32	(23.88)	2596.44
Pen. Feb.								(5.00)	30.00			\$3,321.44	(135.23)	3186.21
Mar-05	2,409.75	154.96	5.61				25.00					\$3,465.77	(191.86)	3273.91
Pen. Mar								(5.00)				\$4,023.53	(156.83)	3866.70
Apr-05	3,122.01	196.72	7.71									\$0.00		0.00
Pen. April												\$0.00		0.00
May-05	3,217.53	205.18	8.06	25.00								\$0.00		0.00
Pen. May								(5.00)	15.00			\$0.00		0.00
Jun-05	3,751.08	237.88	9.57	25.00								\$0.00		0.00
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
	16,424.54	1,052.32	39.51	150.00	0.00	0.00	50.00	-15.00	60.00	25.00	505.00	17,786.37	-497.33	17,289.04

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

PAYMENT  
RECORD

Date	Type	Reference	Original Amt.	Balance Due	Discount	Check Amount	Payment
07/07/200	Bill		2,175.05	2,175.05			2,175.05

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 Lop 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	Water 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.														
	<b>\$11,799.41</b>	<b>\$1,079.94</b>	<b>\$26.81</b>	<b>\$175.00</b>	<b>(\$59.55)</b>	<b>\$0.00</b>	<b>\$300.00</b>	<b>(\$9.60)</b>	<b>\$75.00</b>	<b>\$0.00</b>	<b>\$680.00</b>	<b>\$13,387.01</b>	<b>\$149.35</b>	<b>\$13,536.36</b>

Book 11 - Holly Acres

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Water 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			\$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					\$3,184.54	(230.57)	2953.97
Pen April														
May-04	3,075.57	195.86	7.54				25.00					\$3,303.97	435.63	3739.60
Pen. May														
Jun-04	3,677.62	233.26	9.31				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.														
	<b>17,392.64</b>	<b>1,115.35</b>	<b>41.82</b>	<b>75.00</b>	<b>0.00</b>	<b>0.00</b>	<b>175.00</b>	<b>-4.70</b>	<b>30.00</b>	<b>0.00</b>	<b>615.00</b>	<b>18,825.11</b>	<b>496.25</b>	<b>19,321.36</b>

Book 10 - Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Water 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			50.00		15.00		150.00	\$1,580.68	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	25.00	155.00	\$2,703.31	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	Water Adv Credits	RE-Connect	Penalties	NSF	Other & Field Coll	Late Fees	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				25.00				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				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		(356.00)	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>\$37,264.17</u>	<u>\$2,160.74</u>	<u>\$39,444.91</u>

Charles Dains

Date	Type	Reference
08/01/200	Bill	

Original Amt.
2,292.54

Balance Due	8/1/2003 Discount
2,292.54	
	Check Amount

Payment
2,292.54
2,292.54

B OF A Checking refund

2,292.54

151529 (11/00)

CHECK PAID TO THE ORDER

Charles B' in

ADDRESS:

5216 S 107<sup>th</sup> Ave

Tolleson, Az 85353

AMOUNT OF PAYMENT:

2292.54

REFERENCE:

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

Reason for Items:

Requested by

AOA

Approved by

Department

July 1, 2002 / June 30, 2003 Tierra Ranchettes

1003001	1003011	1003021	1003032	1003042	total
Jul-02 \$16.10	Jul-02 \$16.10	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	\$16.10	\$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 \$26.10	Jul-02 \$25.90	Jul-02 \$9.50	
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	\$26.10	\$25.90	\$9.50	\$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	

May-03	25.20	17.5	58.28	32.3	58.34	\$ 192.60
Jun-03						
May-03						
Jun-03						
1003182	1003201	1003211/2	1003221	1003232		
Jul-02	0.00	9.90	51.90	20.70		
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
31.3	0.00	9.9	51.9	20.70	\$ 113.80	
1003241	1003252	1003261	1003271/2	1003281		
Jul-02	9.5	49.60	0.00	0.00	9.50	
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
9.5	49.60	0.00	0.00	9.50	\$ 68.60	
1003282/4	1003301/2	1003311	1003321	1003332		
Jul-02	22.10	22.7	14.10	10.70	21.90	
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
22.10	22.7	14.10	10.70	21.90	\$ 81.50	
1003341	1003351	1003361	1003371	1003381/2		
Jul-02	25.9	48.22	27.9	16.30	33.10	
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						

Apr-03	25.90	Apr-03	48.22	Apr-03	27.90	Apr-03	16.30	Apr-03	33.10	\$ 151.42
May-03		May-03		May-03		May-03		May-03		
Jun-03		Jun-03		Jun-03		Jun-03		Jun-03		
1003391	1003401	1003411	1003421	1003431						
Jul-02	96.29	Jul-02	71.45	Jul-02	38.56	Jul-02	16.70	Jul-02	30.70	
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		
1003441	1003451	1003461/3	1003471	1003481						
Jul-02	102.50	Jul-02	33.30	Jul-02	27.10	Jul-02	28.30	Jul-02	0.00	
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		
1003481	1003501	1003510	1003520	1003531						
Jul-02	18.10	Jul-02	13.50	Jul-02	37.64	Jul-02	39.48	Jul-02	52.36	
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		
1003541	1003551	1003563	1003571	1003581						
Jul-02	13.70	Jul-02	37.64	Jul-02	0.00	Jul-02	38.95	Jul-02	21.30	
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	13.70	37.64	0.00	38.85	21.30	\$ 108.59
Apr-03						
May-03						
Jun-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
1003591	1003601	1003611	1003621	1003632		
Jul-02	38.33	50.06	37.18	25.50	21.90	
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
38.33	50.06	37.18	25.50	21.90	\$ 172.87	
1003641	1003651	1003661	1003671	1003681		
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						
0.00	9.50	9.50	9.50	125.50	\$ 154.00	
1003691	1003701	1003712	1003721	1003731		
Jul-02	\$59.28	\$28.50	\$28.50	\$11.50	\$39.02	
Aug-02						
Sep-02						
Oct-02						
Nov-02						
Dec-02						
Jan-03						
Feb-03						
Mar-03						
Apr-03						
May-03						
Jun-03						
\$59.28	\$28.50	\$28.50	\$11.50	\$39.02	\$ 168.78	
1003741	1003751					
Jul-02	25.3	18.3	18.3			
Aug-02						
Sep-02						
Oct-02						
Nov-02						



Charles Dains

Date	Type	Reference
08/23/200	Bill	

Original Amt.
2,169.80

8/23/2002	Balance Due	Discount
	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 107<sup>th</sup> Ave*

*Tallexon A 85353*

AMOUNT OF PAYMENT: *2169.80* REFERENCE: \_\_\_\_\_

Item No.	Quantity	DESCRIPTION	Acct Number	Unit Price	Amount
		<i>Main Line</i>			<i>2169.80</i>
		<i>Extension Refund</i>	<i>252.000</i>		
		<i>Telco Ratchet</i>			

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 \$22.70	Aug-01 \$0.00	Aug-01 \$23.70	
Sep-01 \$86.09	Sep-01 \$11.90	Sep-01 \$2.50	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 \$26.50	
Nov-01 \$21.30	Nov-01 \$16.30	Nov-01 \$22.80	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 \$18.10	Jan-02 \$16.70	Jan-02 \$16.10	Jan-02 \$0.00	Jan-02 \$20.30	
Feb-02 \$15.90	Feb-02 \$16.90	Feb-02 \$17.30	Feb-02 \$0.00	Feb-02 \$17.30	
Mar-02 \$23.30	Mar-02 \$18.70	Mar-02 \$20.90	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
1003081	1003081	1003071	1003081	1003081	
Aug-01 \$44.93	Aug-01 \$19.30	Aug-01 \$15.70	Aug-01 \$61.95	Aug-01 \$56.89	
Sep-01 \$35.10	Sep-01 \$15.60	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 \$27.80	
Jan-02 \$19.90	Jan-02 \$12.90	Jan-02 \$16.10	Jan-02 \$16.30	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 \$46.45	Mar-02 \$52.13	
Apr-02 \$24.10	Apr-02 \$9.50	Apr-02 \$13.70	Apr-02 \$58.03	Apr-02 \$115.81	
May-02 \$34.19	May-02 \$8.50	May-02 \$13.10	May-02 \$51.67	May-02 \$62.02	
Jun-02 \$56.50	Jun-02 \$8.55	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	1003112	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 \$128.86	Sep-01 \$24.10	Sep-01 \$25.50	
Oct-01 \$15.70	Oct-01 \$11.50	Oct-01 \$83.44	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 \$14.50	Dec-01 \$11.50	Dec-01 \$29.10	Dec-01 \$25.30	Dec-01 \$11.50	
Jan-02 \$12.90	Jan-02 \$9.50	Jan-02 \$28.90	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 \$8.65	May-02 \$26.10	May-02 \$26.10	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 \$11.50	Jul-02	Jul-02	Jul-02	
\$148.10	\$138.23	\$548.58	\$286.22	\$143.30	\$1,264.44
1003142	1003152	1003161	10031723	10031824	
Aug-01 \$20.90	Aug-01 \$28.50	Aug-01 \$9.16	Aug-01 \$105.65	Aug-01 \$2.30	
Sep-01 \$16.50	Sep-01 \$31.90	Sep-01 \$1.03	Sep-01 \$65.10	Sep-01 \$2.30	
Oct-01 \$16.80	Oct-01 \$28.50	Oct-01 \$39.87	Oct-01 \$7.81	Oct-01 \$2.30	
Nov-01 \$17.30	Nov-01 \$25.70	Nov-01 \$35.73	Nov-01 \$15.52	Nov-01 \$2.30	
Dec-01 \$15.30	Dec-01 \$27.10	Dec-01 \$23.10	Dec-01 \$11.50	Dec-01 \$2.30	
Jan-02 \$15.90	Jan-02 \$22.70	Jan-02 \$20.10	Jan-02 \$9.50	Jan-02 \$2.30	
Feb-02 \$13.50	Feb-02 \$26.70	Feb-02 \$18.70	Feb-02 \$27.70	Feb-02 \$2.30	
Mar-02 \$13.90	Mar-02 \$28.70	Mar-02 \$29.30	Mar-02 \$2.22	Mar-02 \$15.10	
Apr-02 \$20.10	Apr-02 \$25.70	Apr-02 \$37.84	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	470.09	187.24	\$1,560.36		
1003192	1003201	1003211/2	1003221	1003232			
Aug-01 63.33	Aug-01 16.70	Aug-01 15.90	Aug-01 50.45	Aug-01 37.80			
Sep-01 71.15	Sep-01 17.90	Sep-01 11.70	Sep-01 42.17	Sep-01 51.60			
Oct-01 30.7	Oct-01 14.50	Oct-01 13.10	Oct-01 35.50	Oct-01 42.86			
Nov-01 26.90	Nov-01 14.70	Nov-01 12.70	Nov-01 33.10	Nov-01 22.50			
Dec-01 19.30	Dec-01 5.10	Dec-01 12.90	Dec-01 28.90	Dec-01 22.90			
Jan-02 22.30	Jan-02 0.00	Jan-02 12.50	Jan-02 28.30	Jan-02 17.90			
Feb-02 22.30	Feb-02 0.00	Feb-02 10.10	Feb-02 27.70	Feb-02 19.50			
Mar-02 27.50	Mar-02 0.00	Mar-02 12.30	Mar-02 41.78	Mar-02 22.10			
Apr-02 45.92	Apr-02 0.00	Apr-02 12.30	Apr-02 43.85	Apr-02 20.30			
May-02 50.98	May-02 0.00	May-02 0.00	May-02 45.92	May-02 22.90			
Jun-02 66.39	Jun-02 0.00	Jun-02 5.07	Jun-02 47.53	Jun-02 22.10			
Jul-02 450.17	Jul-02 70.90	Jul-02 118.17	Jul-02 425.2	Jul-02 302.46	\$1,368.80		
1003241	1003252	1003261	1003271/2	1003281			
Aug-01 36.16	Aug-01 53.21	Aug-01 43.55	Aug-01 19.10	Aug-01 11.50			
Sep-01 25.5	Sep-01 29.1	Sep-01 32.90	Sep-01 21.70	Sep-01 11.50			
Oct-01 20.90	Oct-01 23.10	Oct-01 45.39	Oct-01 21.3	Oct-01 11.90			
Nov-01 21.50	Nov-01 21.50	Nov-01 21.90	Nov-01 20.50	Nov-01 11.50			
Dec-01 19.70	Dec-01 18.30	Dec-01 15.30	Dec-01 5.22	Dec-01 11.50			
Jan-02 42.47	Jan-02 24.50	Jan-02 0.00	Jan-02 0.00	Jan-02 9.50			
Feb-02 21.50	Feb-02 16.90	Feb-02 0.00	Feb-02 0.00	Feb-02 10.90			
Mar-02 10.33	Mar-02 29.70	Mar-02 0.00	Mar-02 0.00	Mar-02 9.50			
Apr-02 0.00	Apr-02 27.70	Apr-02 0.00	Apr-02 0.00	Apr-02 9.90			
May-02 0.00	May-02 43.85	May-02 0.00	May-02 0.00	May-02 10.10			
Jun-02 8.34	Jun-02 36.03	Jun-02 0.00	Jun-02 0.00	Jun-02 18.90			
Jul-02 208.42	Jul-02 325.89	Jul-02 156.64	Jul-02 87.82	Jul-02 126.70	\$ 908.47		
1003292/4	1003301/2	1003311	1003321	1003332			
Aug-01 19.5	Aug-01 21.50	Aug-01 13.90	Aug-01 18.30	Aug-01 18.30			
Sep-01 15.1	Sep-01 19.90	Sep-01 16.10	Sep-01 15.10	Sep-01 15.10			
Oct-01 15.66	Oct-01 18.30	Oct-01 18.10	Oct-01 17.50	Oct-01 17.50			
Nov-01 21.70	Nov-01 16.50	Nov-01 17.90	Nov-01 15.70	Nov-01 15.70			
Dec-01 20.30	Dec-01 16.30	Dec-01 14.90	Dec-01 14.50	Dec-01 14.50			
Jan-02 20.90	Jan-02 16.90	Jan-02 14.30	Jan-02 14.50	Jan-02 14.50			
Feb-02 20.30	Feb-02 17.30	Feb-02 12.90	Feb-02 13.30	Feb-02 13.30			
Mar-02 23.10	Mar-02 15.90	Mar-02 13.90	Mar-02 15.30	Mar-02 15.30			
Apr-02 21.90	Apr-02 14.50	Apr-02 13.70	Apr-02 20.50	Apr-02 20.50			
May-02 20.30	May-02 14.50	May-02 13.30	May-02 16.70	May-02 16.70			
Jun-02 24.30	Jun-02 19.90	Jun-02 13.50	Jun-02 27.50	Jun-02 27.50			
Jul-02 188.36	Jul-02 187.7	Jul-02 174.80	Jul-02 176.70	Jul-02 188.90	\$ 916.56		
1003341	1003351	1003361	1003371	1003381/2			
Aug-01 37.11	Aug-01 75.06	Aug-01 27.3	Aug-01 12.70	Aug-01 76.44			
Sep-01 29.5	Sep-01 51.6	Sep-01 20.7	Sep-01 12.30	Sep-01 103.81			
Oct-01 26.3	Oct-01 36.66	Oct-01 19.1	Oct-01 12.70	Oct-01 54.36			
Nov-01 23.3	Nov-01 140.36	Nov-01 16.3	Nov-01 11.90	Nov-01 30.10			
Dec-01 17.7	Dec-01 19.90	Dec-01 13.10	Dec-01 12.10	Dec-01 35.42			
Jan-02 17.1	Jan-02 26.30	Jan-02 14.90	Jan-02 10.90	Jan-02 14.50			
Feb-02 20.7	Feb-02 37.18	Feb-02 15.30	Feb-02 12.70	Feb-02 23.30			
Mar-02 27.3	Mar-02 40.68	Mar-02 10.70	Mar-02 14.10	Mar-02 29.30			
Apr-02 27.90	Apr-02 63.40	Apr-02 19.10	Apr-02 16.30	Apr-02 28.50			
May-02 29.30	May-02 72.14	May-02 19.50	May-02 21.50	May-02 39.71			

Jun-02	37.41	Jun-02	101.55	Jun-02	19.50	Jun-02	24.90	Jun-02	40.17	
Jul-02		Jul-02		Jul-02		Jul-02		Jul-02		\$1,793.11
	283.62		667.28		195.50		162.10		474.61	
	10033391		1003401		1003411		1003421		1003431	
Aug-01	93	Aug-01	24.90	Aug-01	34.70	Aug-01	26.50	Aug-01	31.70	
Sep-01	78.05	Sep-01	59.08	Sep-01	16.10	Sep-01	31.50	Sep-01	34.10	
Oct-01	60.57	Oct-01	56.86	Oct-01	19.70	Oct-01	21.30	Oct-01	27.10	
Nov-01	48.84	Nov-01	41.02	Nov-01	19.10	Nov-01	18.10	Nov-01	39.87	
Dec-01	39.41	Dec-01	22.90	Dec-01	24.70	Dec-01	16.50	Dec-01	28.30	
Jan-02	34.19	Jan-02	27.50	Jan-02	27.90	Jan-02	15.90	Jan-02	24.50	
Feb-02	30.7	Feb-02	33.10	Feb-02	25.30	Feb-02	14.90	Feb-02	22.10	
Mar-02	27.7	Mar-02	46.81	Mar-02	92.03	Mar-02	16.90	Mar-02	32.50	
Apr-02	60.41	Apr-02	69.84	Apr-02	59.03	Apr-02	14.30	Apr-02	61.33	
May-02	66.39	May-02	75.13	May-02	49.83	May-02	19.50	May-02	42.70	
Jun-02	76.81	Jun-02	89.65	Jun-02	42.01	Jun-02	20.70	Jun-02	41.32	
Jul-02		Jul-02		Jul-02		Jul-02		Jul-02		
	618.07		558.89		400.40		219.10		385.52	\$2,161.96
	1003441		1003451		1003461/3		1003471		1003481	
Aug-01	67.24	Aug-01	29.90	Aug-01	27.90	Aug-01	20.50	Aug-01	20.70	
Sep-01	41.25	Sep-01	33.50	Sep-01	Jan-00	Sep-01	20.50	Sep-01	20.70	
Oct-01	26.90	Oct-01	20.70	Oct-01	39.64	Oct-01	17.70	Oct-01	24.10	
Nov-01	35.50	Nov-01	24.30	Nov-01	22.90	Nov-01	17.30	Nov-01	25.30	
Dec-01	23.70	Dec-01	18.30	Dec-01	19.70	Dec-01	16.90	Dec-01	14.90	
Jan-02	27.70	Jan-02	22.90	Jan-02	19.90	Jan-02	15.30	Jan-02	13.10	
Feb-02	25.10	Feb-02	17.10	Feb-02	21.90	Feb-02	15.10	Feb-02	14.50	
Mar-02	44.31	Mar-02	19.90	Mar-02	29.70	Mar-02	15.70	Mar-02	9.90	
Apr-02	59.72	Apr-02	26.50	Apr-02	29.30	Apr-02	20.30	Apr-02	17.70	
May-02	74.90	May-02	36.26	May-02	27.90	May-02	21.10	May-02	14.36	
Jun-02	81.80	Jun-02	16.30	Jun-02	26.70	Jun-02	26.10	Jun-02	0.00	
Jul-02		Jul-02		Jul-02		Jul-02		Jul-02		
	508.12		285.26		288.04		208.90		175.26	\$1,443.18
	1003491		1003501		1003510		1003520		1003531	
Aug-01	80.12	Aug-01	40.78	Aug-01	32.50	Aug-01	28.30	Aug-01	26.50	
Sep-01	39.64	Sep-01	23.1	Sep-01	28.50	Sep-01	19.50	Sep-01	29.90	
Oct-01	30.50	Oct-01	30.39	Oct-01	27.10	Oct-01	18.90	Oct-01	28.50	
Nov-01	41.02	Nov-01	15.90	Nov-01	21.10	Nov-01	17.30	Nov-01	26.90	
Dec-01	29.90	Dec-01	11.90	Dec-01	16.90	Dec-01	15.90	Dec-01	24.90	
Jan-02	31.90	Jan-02	12.30	Jan-02	31.10	Jan-02	16.90	Jan-02	24.90	
Feb-02	25.90	Feb-02	13.70	Feb-02	23.50	Feb-02	13.90	Feb-02	31.30	
Mar-02	22.90	Mar-02	12.70	Mar-02	23.50	Mar-02	18.70	Mar-02	25.70	
Apr-02	17.10	Apr-02	17.90	Apr-02	27.10	Apr-02	17.90	Apr-02	62.48	
May-02	16.30	May-02	13.30	May-02	23.10	May-02	32.30	May-02	69.84	
Jun-02	16.50	Jun-02	13.50	Jun-02	26.70	Jun-02	44.31	Jun-02	56.27	
Jul-02		Jul-02		Jul-02		Jul-02		Jul-02		
	351.78		205.48		280.90		245.91		407.19	\$1,491.26
	1003541		1003551		1003561/2		1003571		1003581	
Aug-01	16.70	Aug-01	32.90	Aug-01	15.10	Aug-01	24.10	Jan-00	27.90	
Sep-01	14.70	Sep-01	24.50	Sep-01	16.10	Sep-01	24.70	Sep-01	26.70	
Oct-01	17.90	Oct-01	25.70	Oct-01	14.30	Oct-01	23.10	Oct-01	23.50	
Nov-01	16.50	Nov-01	21.10	Nov-01	12.28	Nov-01	23.50	Nov-01	25.90	
Dec-01	15.90	Dec-01	18.90	Dec-01	17.90	Dec-01	17.90	Dec-01	22.10	
Jan-02	13.10	Jan-02	20.10	Jan-02	19.70	Jan-02	9.50	Jan-02	20.10	
Feb-02	13.10	Feb-02	19.30	Feb-02	20.70	Feb-02	9.50	Feb-02	16.90	
Mar-02	13.90	Mar-02	39.48	Mar-02	20.70	Mar-02	10.50	Mar-02	19.70	
Apr-02	19.10	Apr-02	47.63	Apr-02	1.26	Apr-02	92.10	Apr-02	23.90	



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

5.85

120.80

\$ 128.25

total

\$21,698.03

refund

\$2,169.80

RIGBY WATER COMPANY

1541

Charles Dains

8/29/2001

Date            Type  
08/29/2001    Bill

Reference

Original Amt.  
1,924.00

Balance Due  
1,924.00

Discount

Payment  
1,924.00  
1,924.00

Check Amount

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. 107<sup>th</sup> 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		total
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	
	<b>\$284.60</b>		<b>\$206.20</b>		<b>\$332.69</b>		<b>\$85.60</b>		<b>\$288.40</b>	<b>\$1,197.49</b>
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	
	<b>\$358.25</b>		<b>\$198.00</b>		<b>\$177.00</b>		<b>\$744.07</b>		<b>\$695.52</b>	<b>\$2,172.84</b>
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	
	<b>\$191.20</b>		<b>\$70.20</b>		<b>\$950.48</b>		<b>\$260.32</b>		<b>\$284.73</b>	<b>\$1,756.93</b>

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	
<b>224.20</b>		<b>375.84</b>		<b>438.93</b>		<b>773.19</b>		<b>100.51</b>		<b>\$ 1,912.67</b>

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	
<b>533.67</b>		<b>199.00</b>		<b>284.76</b>		<b>484.85</b>		<b>280.69</b>		<b>\$ 1,782.97</b>

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	
<b>330.41</b>		<b>261.53</b>		<b>377.61</b>		<b>269.64</b>		<b>157.40</b>		<b>\$ 1,396.59</b>

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	
	<b>162.35</b>		<b>148.28</b>		<b>242.00</b>		<b>168.60</b>		<b>196.40</b>	<b>\$ 917.63</b>
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	
	<b>314.72</b>		<b>737.47</b>		<b>255.20</b>		<b>153.40</b>		<b>509.32</b>	<b>\$ 1,970.11</b>
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	
	<b>690.19</b>		<b>405.68</b>		<b>328.40</b>		<b>451.73</b>		<b>335.26</b>	<b>\$ 2,211.26</b>

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	
	<b>541.54</b>		<b>251.31</b>		<b>224.71</b>		<b>237.00</b>		<b>297.50</b>	<b>\$ 1,552.06</b>

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	
	<b>450.99</b>		<b>241.68</b>		<b>140.00</b>		<b>173.05</b>		<b>279.85</b>	<b>\$ 1,285.57</b>

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	
	<b>115.80</b>		<b>222.85</b>		<b>96.84</b>		<b>124.30</b>		<b>80.65</b>	<b>\$ 640.44</b>

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
	<b>105.35</b>		<b>109.98</b>		<b>69.54</b>		<b>53.52</b>		<b>34.13</b>
									<b>\$ 372.52</b>

1003641		1003651		1003661		1003671		1003681	
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
	<b>30.25</b>		<b>14.10</b>		<b>10.38</b>		<b>11.91</b>		<b>4.30</b>
									<b>\$ 70.94</b>

**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  
\$10.54 Jul-98  
\$11.70 Aug-98  
\$11.50 Sep-98  
\$11.50 Oct-98  
\$11.50 Nov-98  
\$11.50 Dec-98

**\$68.24****1200720**

Jan-98  
Feb-98  
Mar-98  
Apr-98  
May-98  
Jun-98  
Jul-98 \$7.94  
Aug-98 \$17.90  
Sep-98 \$13.50  
Oct-98 \$14.30  
Nov-98 \$11.00  
Dec-98 \$11.50

**\$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**

16.97  
15.10  
18.30  
18.30  
19.70  
17.10  
17.50  
15.50  
16.50  
17.30  
17.70

**\$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 \$20.70

**\$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 \$39.87

**\$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 \$53.21

**\$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  
15.10  
15.30  
18.70  
18.90  
21.70  
27.70

**\$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	
\$7.65	May-98	
\$20.10	Jun-98	\$10.21
\$18.30	Jul-98	\$47.46
\$19.10	Aug-98	\$42.63
\$19.90	Sep-98	\$72.07
\$17.90	Oct-98	\$47.92
\$18.30	Nov-98	\$38.72
\$15.10	Dec-98	\$29.50

\$136.35

\$288.51

total rev.  
\$6,289.56

refund 1998  
\$628.96

1003321

1003331

1003341

1003351

1003361

\$15.90	Jan-99	\$11.50	Jan-99	\$17.30	Jan-99	\$28.50	Jan-99	
\$16.10	Feb-99	\$11.50	Feb-99	\$18.30	Feb-99	\$31.30	Feb-99	\$10.59
\$21.90	Mar-99	\$18.30	Mar-99	\$20.50	Mar-99	\$60.34	Mar-99	\$15.30
\$11.50	Apr-99	\$16.30	Apr-99	\$20.50	Apr-99	\$56.66	Apr-99	\$14.50
41.71	May-99	\$15.70	May-99	\$26.10	May-99	\$85.64	May-99	\$16.70
24.70	Jun-99	\$20.70	Jun-99	\$28.30	Jun-99	\$69.31	Jun-99	\$16.50
18.30	Jul-99	\$18.50	Jul-99	\$30.30	Jul-99	\$65.86	Jul-99	\$15.70
15.50	Aug-99	\$17.30	Aug-99	\$31.30	Aug-99	\$75.75	Aug-99	\$15.10
13.10	Sep-99	\$17.30	Sep-99	\$22.90	Sep-99	\$38.49	Sep-99	\$16.10
14.30	Oct-99	\$18.90	Oct-99	\$23.70	Oct-99	\$40.10	Oct-99	\$13.50
15.30	Nov-99	\$17.30	Nov-99	\$19.50	Nov-99	\$41.02	Nov-99	\$13.90
13.50	Dec-99	\$17.90	Dec-99	\$18.90	Dec-99	\$41.94	Dec-99	\$14.50

\$221.81

\$201.20

\$277.60

\$634.91

\$162.39

1003321

1003331

1003341

1003351

1003361

14.30	Jan-00	\$16.10	Jan-00	\$19.50	Jan-00	\$22.10	Jan-00	\$14.70
14.50	Feb-00	\$16.30	Feb-00	\$18.90	Feb-00	\$27.10	Feb-00	\$15.30
14.10	Mar-00	\$15.10	Mar-00	\$19.70	Mar-00	\$54.13	Mar-00	\$13.50
15.90	Apr-00	\$17.90	Apr-00	\$24.30	Apr-00	\$86.33	Apr-00	\$18.90
17.30	May-00	\$18.70	May-00	\$38.49	May-00	\$101.74	May-00	\$21.50
15.70	Jun-00	\$19.30	Jun-00	\$28.50	Jun-00	\$81.50	Jun-00	\$21.70
15.70	Jul-00	\$19.10	Jul-00	\$40.10	Jul-00	\$82.88	Jul-00	\$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

Date 7/14/2010  
Type Bill

Reference

Original Amt.  
2,421.05

Balance Due 7/14/2010  
2,421.05

1277  
Payment  
2,421.05  
2,421.05

Discount  
Check Amount

PAYMENT  
PREPARED

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 107<sup>th</sup> Ave  
Tolleson Az 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 Leo 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  
 2009

Book 10 Terra Ranchettes														
	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Agv Credits	RE-Connect	Penalties	NSF	Other & Field Coll	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jul-09	2,544.15	226.07	6.13	25.00					0.01		130.00	\$0.00	(493.63)	-493.63
Pen July												\$2,801.36	(85.96)	2715.40
Aug-09	2,803.16	277.92	6.94	75.00			225.00	30.00	25.01		130.00	\$3,443.03	(829.99)	2613.04
Pen. Aug.							50.00		25.00		160.00	\$2,329.34	93.1	2422.44
Aug-09	2,061.64	188.06	4.64				175.00		0.01		155.00	\$2,503.73	-547.35	1956.38
Pen. Sept.							50.00		0.01		110.00	\$2,071.40	-742.77	1328.63
Sep-09	2,121.82	202.12	4.78									\$1,645.27	-232.17	1413.10
Pen. Oct.											105.00			
Nov-09	1,850.21	167.20	3.98											
Pen. Nov.														
Dec-09	1,509.42	132.90	2.94											
Pen. Dec														
	<b>\$12,890.40</b>	<b>\$1,194.27</b>	<b>\$29.41</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,509.00</b>	<b>\$30.00</b>	<b>\$50.05</b>	<b>\$790.00</b>		<b>\$14,794.13</b>	<b>(\$2,838.77)</b>	<b>\$11,955.36</b>

2010

Book 10 Terra Ranchettes														
	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Agv Credits	RE-Connect	Penalties	NSF	Other & Field Coll	Late Fees	TOTAL RECEIVABLES	Past Due	Total Billing
Jan-10	\$1,638.73	\$153.79	\$3.41				125.00			\$ 0.01		\$1,904.74	(748.50)	1156.24
Pen. Jan														
Feb-10	1,339.16	122.23	2.61	\$25.00			\$ 25.00	\$ (10.00)	0.01			\$1,504.01	(528.20)	975.81
Pen Feb.														
Mar-10	1,831.22	167.46	3.95		(53.30)		125.00		0.01			\$2,074.34	(803.33)	1271.01
Pen. Mar														
Apr-10	2,015.83	177.07	4.57		(3.84)				0.01			\$2,193.64	(774.78)	1418.86
Pen April														
May-10	1,995.83	193.23	4.56	75.00			125.00	(5.00)	0.01			\$2,388.63	(753.29)	1635.34
Pen. May														
Jun-10	2,499.28	244.69	5.97						0.01			\$2,749.95	(267.48)	2482.47
	<b>\$11,320.05</b>	<b>\$2,754.95</b>	<b>\$66.18</b>	<b>\$200.00</b>	<b>\$1,936.66</b>	<b>\$0.00</b>	<b>\$3,134.00</b>	<b>(\$15.00)</b>	<b>\$30.00</b>	<b>\$50.14</b>	<b>\$1,805.00</b>	<b>\$33,829.84</b>	<b>(\$8,236.64)</b>	<b>\$25,593.20</b>

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

Reference

Date 7/13/2009  
Type Bill

Original Amt. 2,716.59  
Balance Due 2,716.59  
Discount  
Check Amount

1094

Payment 2,716.59  
2,716.59

PAYMENT  
RECORDED

refund

B OF A Checking

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
					27,165.92
			10% X		10%
					<del>27,165.92</del>
					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 Rahchettes

	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-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	2,847.99	251.75	6.88				25.00	(5.00)			130.00	\$3,126.62		3126.62
Jul-08												\$3,126.62		3126.62
Pen July	2,998.66	280.35	7.43				175.00	-5	30.00		150.00	\$3,486.44	(797.61)	2688.83
Aug-08												\$3,486.44		2688.83
Pen. Aug.	2,478.10	214.79	5.88		(92.12)		75.00				150.00	\$2,681.65	-411.91	2269.74
Sep-08												\$2,681.65		2269.74
Pen. Sept.	2,699.62	244.30	6.61	25.00			75.00	(5.00)	15.00		140.00	\$3,060.53	-422.29	2638.24
Oct-08												\$3,060.53		2638.24
Pen. Oct.	2,008.10	192.11	4.56	50.00			125.00				160.00	\$2,379.77	-518.79	1860.98
Nov-08												\$2,379.77		1860.98
Pen. Nov.	1,612.25	150.68	3.25				100.00	5.00			170.00	\$1,871.18	350.11	2221.29
Dec-08												\$1,871.18		2221.29
Pen. Dec												\$1,871.18		2221.29
	<b>\$14,644.72</b>	<b>\$1,333.98</b>	<b>\$34.61</b>	<b>\$75.00</b>	<b>(\$92.12)</b>	<b>\$0.00</b>	<b>\$575.00</b>	<b>(\$10.00)</b>	<b>\$45.00</b>	<b>\$0.00</b>	<b>\$900.00</b>	<b>\$16,606.19</b>	<b>(\$1,800.49)</b>	<b>\$14,805.70</b>

Book 10 Terra 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-09	\$1,888.10	\$177.17	\$4.16				125.00				\$ 135.00	\$2,194.43	(493.63)	1700.80
Pen. Jan							\$ 100.00			0.01	95.00	\$1,791.80	-187.64	1604.16
Feb-09	1,544.01	144.71	3.07							0.01	155.00	\$2,174.57	(384.80)	1789.77
Pen Feb.							25.00			0.01	150.00	\$2,423.03	(425.37)	1997.66
Mar-09	1,994.59	175.51	4.46								140.00	\$2,504.85	(527.85)	1977.00
Pen. Mar				25.00			75.00			0.01		\$2,509.83	(341.71)	2167.92
Apr-09	2,172.42	195.60	5.00									\$0.00		0.00
Pen April							50.00			0.01		\$0.00		0.00
May-09	2,690.58	202.08	6.50		(469.31)							\$0.00		0.00
Pen. May				25.00								\$0.00		0.00
Jun-09	2,231.50	202.96	5.16									\$0.00		0.00
Pen. June												\$0.00		0.00
Jul-09												\$0.00		0.00
Pen July												\$0.00		0.00
Aug-09												\$0.00		0.00
Pen. Aug.												\$0.00		0.00
Sep-09												\$0.00		0.00
Pen. Sept.												\$0.00		0.00
Oct-09												\$0.00		0.00
Pen. Oct.												\$0.00		0.00
Nov-09												\$0.00		0.00
Pen. Nov.												\$0.00		0.00
Dec-09												\$0.00		0.00
Pen. Dec												\$0.00		0.00
												\$13,598.31	(\$2,361.00)	\$11,237.31
												\$675.00		

Jul-08	\$2,847.99
Aug-08	\$2,998.66
Sep-08	\$2,478.10
Oct-08	\$2,699.62
Nov-08	\$2,008.10
Dec-08	\$1,612.25
Jan-09	\$1,888.10
Feb-09	\$1,544.01
Mar-09	\$1,994.59
Apr-09	\$2,172.42
May-09	\$2,690.58
Jun-09	\$2,231.50

REFUND: 2716.59

27,165.92

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  
Discount  
Check Amount

Payment  
2,892.73  
2,892.73

PAYMENT  
FORWARD  
PRECEDED

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 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 3<sup>00</sup> too much in error

Requested by [Signature] Approved by \_\_\_\_\_

Department \_\_\_\_\_

Book 10-Tierra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE Connect	Other & Paid Col	Late Fees	TOTAL RECEIVABLE	Past Due	Total Billing
Jul-07	3,129.50	275.36	7.76						160.00	\$3,412.62	872.01	4284.63
Aug-07	2,829.59	257.83	6.91	50.00		50.00		-5	110.00	\$3,189.33	(1,526.45)	1662.88
Sept. 07	2,662.14	234.23	6.43	25.00	(50.33)			(5.00)	140.00	\$2,897.47	-398.02	2499.45
Oct. 07	2,463.48	225.61	5.88			100.00		25.00	155.00	\$2,794.97	-61.99	2732.98
Nov-10	2,132.93	202.45	4.82	25.00		150.00			115.00	\$2,515.20	-284.30	2230.90
Dec-10	1,637.64	146.30	3.31	25.00					95.00	\$1,812.25	186.75	1999.00
										\$0.00	\$0.00	\$15,409.84
										\$14,855.28	\$1,341.78	\$16,621.84
										\$0.00	\$0.00	\$15,409.84

Book 10 - arra Ranchettes

	Water	Sales Tax	Superfund Tax	Establish Fees	BAD Debt	Meter Adv Credits	RE Connect	Other & Paid Col	Late Fees	TOTAL RECEIVABLE	Past Due	Total Billing
Jan-08	\$1,996.90	\$177.88	\$4.45						\$140.00	\$2,204.23	(470.25)	1733.98
Feb-08	1,721.43	170.47	3.55	\$25.00		\$175.00		\$ (5.00)	145.00	\$2,105.45	-693.08	1412.37
Mar-08	2,015.86	181.80	4.49			50.00			155.00	\$2,252.15	(192.54)	2059.61
Apr-08	2,226.12	200.35	5.09			50.00		(5.00)	150.00	\$2,476.56	(310.49)	2166.07
May-08	2,856.51	268.09	6.99			175.00		(5.00)	150.00	\$3,316.59	(692.51)	2624.08
Jun-08	3,225.22	292.03	7.96	25.00		75.00			150.00	\$3,625.21	(453.11)	3172.10
										\$0.00	\$0.00	\$13,168.21
										\$14,042.04	\$1,290.62	\$15,980.19
										\$0.00	\$0.00	\$13,168.21

July 30, 2007 / June 30, 2008 Tierra Ranchettes

Jul-07	\$3,129.50
Aug-07	\$2,829.59
Sep-07	\$2,862.14
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 Reference  
07/23/2007 Bill

Original Amt.

2,770.45

Balance Due

2,770.45

8/15/2007

Discount

0.00

Check Amount

Payment

2,770.45

2,770.45

1062

PAYMENT  
PRECEIVED

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			27704.51
				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	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		100.00	(10.00)	30.00		145.00	\$2,514.70	21.86	2536.56
Dec-10	1,804.13	167.64	3.78	50.00	(79.26)					80.00	\$2,066.29	224.51	2290.80
	<u>\$13,913.16</u>	<u>\$1,295.39</u>	<u>\$215.50</u>	<u>\$275.00</u>	<u>\$138.13</u>	<u>\$0.00</u>	<u>\$55.00</u>	<u>\$45.00</u>	<u>\$50.00</u>	<u>\$720.00</u>	<u>\$0.00</u>	<u>\$761.44</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	\$1,980.83	(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	\$2,315.40	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			\$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>(\$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,



# 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

NP-DA45M5C

5/13/98

Attn: Ted

Well Site	Well Improvements		
	EPC Separate Bid	18,120.00	
Commitment	Lined Paving	2,000.00	
	Pressure Piping	936.00	
30,000	Chamber Tanks	27,000.00	
	Reclaiming Touch		
up	Reserve Clean	2,600.00	
lines +	refill System		
	Install pressure gauge		
	+ drain at main		
	pump station	173.00	Well Site
			50,851.00
	Art Tobin easement	16,000.00	
	County water. Bond	666.68	
	County Bond	672.00	17,338.68
		<u>41,189.68</u>	

Ted. These figures will not jibe with Helton  
 as some odds & ends I have

Sheet 1

Terra Mobile Ranchettes

Quantity	Item	Cost Per Item	Total
5440	8" C-900 PVC	11.20	60928.00
4400	6" C-900 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
	<b>Subtotal Water System</b>		<b>139199.00</b>
	<b>Well Improvements</b>		
1	Pipe	3815.00	3815.00
1	Pumps	6870.00	6870.00
3	Electrical Requirements	7435.00	7435.00
	<b>Subtotal Well Site Work</b>		<b>18120.00</b>

epc contract 139,199.00  
Well Site Improvement 50,551.00  
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 easemant 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>
	<b>\$204,414.34</b>

Sincerely,

  
Jan Long  
Construction Loan Manager

cc: Charles Davis

JL/dma

AUG 30 2006

August 15, 2006

Mr. Ted Wilkerson  
General Manager  
First National Management Incorporated  
P. O. Box 1020  
Apache Junction, AZ. 85219

**RE: Terra Ranchette Estates Subdivision**

Dear Mr. Wilkerson:

It is my understanding that you are working on a response to the previous letter sent regarding the reimbursements for the Terra Ranchette Estates Subdivision. We are now in receipt of the 2005-2006 refund. Please be advised that there has never been any documentation provided to us as far as actual meter readings and water deliveries. This is vital information as to exactly what is the basis for payment. I hope that this detailed information is contained in your response. If the current rate of payment continues, we would recover less than twenty percent (20%) of the actual construction costs of the water delivery system. Obviously, we would expect this to be rectified immediately.

Information obtained from the Arizona Corporation Commission indicates that water deliveries for Rigby Water Company increased from 2004 to 2005; however, we could not determine exactly how much of this increase was attributed to our project. ACC staff was very helpful in assisting us with our preliminary inquiries.

As far as any future sale of assets is concerned, the City of Avondale's recent appraisal for your system within their incorporated boundaries was somewhere between \$500,000.00 and \$1,000,000.00. Rigby's asking price was significantly higher than these figures. We would have a vested interest in a sale pursuant to paragraph 25 of the Main Extension Agreement.

I would suggest that we meet at your earliest convenience to discuss renegotiation of the Agreement to better reflect the expectations as to system repayment. A lump sum "catch up payment" is warranted. We would entertain an accelerated buy-out at a discount rate, along with other options. Your consideration and willingness to me would be greatly appreciated. Please feel free to contact me, should you have any questions.

Sincerely,



Charlie Dains – 602-433-2287 (work) 602-376-9121(cell)  
Terra Mobile Ranchettes Estates  
c/o Sundancer Motors  
4439 W. Glendale Avenue  
Glendale, AZ. 85301



ALL-STATE LEGAL  
EXHIBIT  
5-1  
ADMITTED  
LEGAL

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

2010 AUG 20 P 3:33

AZ CORP COMMISSION  
DOCKET CONTROL

COMMISSIONERS

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

IN THE MATTER OF:

DOCKET NO. W-01808A-09-0137

CHARLES J. DAINS,  
Complainant,

v.

STAFF'S NOTICE OF FILING  
DIRECT TESTIMONY

RIGBY WATER COMPANY,  
Respondent.

The Utilities Division of the Arizona Corporation Commission ("Staff") hereby files the Direct Testimony of Staff witness Bradley Morton in the above-referenced matter.

RESPECTFULLY SUBMITTED this 20<sup>th</sup> day of August, 2010.



Robin R. Mitchell  
Attorney, Legal Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007  
(602) 542-3402

Original and thirteen (13) copies of the foregoing were filed this 20<sup>th</sup> day of August, 2010 with:

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

RECEIVED

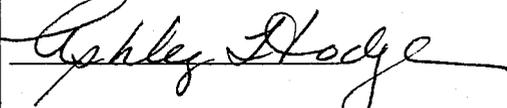
AUG 20 2010

Copies of the foregoing were mailed this 20<sup>th</sup> day of August, 2010 to:

LEGAL DIV.  
ARIZ. CORPORATION COMMISSION

Craig A. Marks  
CRAIG A. MARKS, PLC  
10645 North Tatum Blvd., Suite 200-676  
Phoenix, Arizona 85028  
Attorney for the Estate of Charles J. Dains

Steven A. Hirsch  
Stanley B. Lutz  
BRYAN CAVE LLP  
Two North Central Avenue, Suite 220  
Phoenix, Arizona 85004-4406  
Attorneys for Rigby Water Company





1 **INTRODUCTION**

2 **Q. Please state your name, occupation, and business address.**

3 A. My name is Bradley Morton. I am a Public Utilities Consumer Analyst II employed by  
4 the Arizona Corporation Commission ("ACC" or "Commission") in the Utilities Division  
5 ("Staff"). My business address is 1200 West Washington Street, Phoenix, Arizona 85007.  
6

7 **Q. Briefly describe your responsibilities as a Public Utilities Consumer Analyst II.**

8 A. In my capacity as a Public Utilities Consumer Analyst II, I interact between the consumer  
9 and their disputes with public utilities. I interpret utility tariffs to see if there are any tariff  
10 violations. I also process Main Line Extension Agreements ("MXA's") for water utilities.  
11

12 **Q. Please describe your educational background and professional experience.**

13 A. I attended the University of Illinois Chicago Circle from 1968 through 1970. From 1970  
14 through November 1993 I was employed at Illinois Bell Telephone as a Customer Service  
15 Representative handling residential accounts. From February 1994 through August 1995,  
16 I worked as Credit Analyst for American Express Corporate Card. In August 1995 I went  
17 to work at the Commission and where I am presently employed.  
18

19 **Q. What is the scope of your testimony in this case?**

20 A. I will address the processing of MXAs by Commission Staff.  
21

22 **Q. Could you explain the process for an MXA?**

23 A. Pursuant to Arizona Administrative Code ("AAC") R-14-2-406 (M), water utilities are  
24 required to submit MXAs for Staff review and approval. Once received, Staff verifies that  
25 the MXA contain the necessary information required by AAC R-14-2-406. As part of the  
26 review process, the MXA is also reviewed by Engineering Staff. Engineering Staff

1 determines system capacity and the reasonableness of cost. Upon completion of the Staff  
2 review, if it is determined the MXA meets the requirement of AAC R-14-2-406, an  
3 approval letter is issued to the utility. Staff retains a copy of the MXA in its files for 10  
4 years.

5  
6 **Q. Did Rigby Water Company ("Rigby") submit a copy of the MXA between Rigby and**  
7 **Terra Mobile Ranchettes Estates, dated October 1, 1998 to Staff for review and**  
8 **approval?**

9 A. To the best of my knowledge and after a review of Staff records, I did not find any record  
10 of a filing by Rigby.

11  
12 **Q. Did you find any prior Commission decisions on MXA's and the refund provisions**  
13 **under AAC R14-2-406?**

14 A. I conducted a review on the Commission's eDocket and found Decision No. 66593 on  
15 point. The Complainant, Fred Shook entered into an alleged <sup>B.M.</sup> ~~that the~~ MXA with Park  
16 Valley Water Company. Mr. Shook alleged that the MXA had not been filed with or  
17 approved by Commission Staff in accordance with AAC R14-2-406 and sought a refund  
18 pursuant to AAC R14-2-204 (M). The Commission found that the MXA had not been  
19 filed with or approved by Staff and ordered the repayment of the advance, less any refunds  
20 already paid.

21  
22 **Q. Does this conclude your Direct Testimony?**

23 A. Yes, it does.

**MAIN EXTENSION AGREEMENT ("MXA") CHECKLIST  
FOR ADMINISTRATIVE COMPLIANCE**

**R14-2-406**

NAME OF COMPANY: \_\_\_\_\_

NAME OF APPLICATION AND/OR PROJECT: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

R14-2-406 CONTRACT REQUIREMENTS:	YES	NO
1) Name and Address of Applicant	<input type="checkbox"/>	<input type="checkbox"/>
2) Proposed Service Address?	<input type="checkbox"/>	<input type="checkbox"/>
3) Description of Requested Service	<input type="checkbox"/>	<input type="checkbox"/>
4) Description and Map of Line Extension	<input type="checkbox"/>	<input type="checkbox"/>
5) Itemized Cost Estimate to Include materials, Labor and Other Costs as Needed	<input type="checkbox"/>	<input type="checkbox"/>
6) Payment terms	<input type="checkbox"/>	<input type="checkbox"/>
7) A Clear, Concise Statement of Refunding Provisions, If Applicable	<input type="checkbox"/>	<input type="checkbox"/>
8) Utilities' Estimated Start and Completion Dates	<input type="checkbox"/>	<input type="checkbox"/>
9) Signature from Both Parties	<input type="checkbox"/>	<input type="checkbox"/>
10) Water Use Data Sheet	<input type="checkbox"/>	<input type="checkbox"/>
11) DEQ Plan or Approval to Construct or Compliance Report	<input type="checkbox"/>	<input type="checkbox"/>
12) Confirm within CC&N	<input type="checkbox"/>	<input type="checkbox"/>
13) Hook Up Fee	<input type="checkbox"/>	<input type="checkbox"/>

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

