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0000132994

Beaver Valley Water Co.
PO BOX 421
PAYSON, AZ 85547

12/9/11
RECEIVED

Arizona Corporation Commission
DOCKETED

RE: DOCKET NO. W-02015A-11-0416

2011 DEC 19 A 10:56

DEC 19 2011

TO WHOM IT MAY CONCERN,

AZ CORP COMMISSION
DOCKET CONTROL

DOCKETED BY 

Mr. Smith's complaint is baseless. The first few lines of his complaint are based on fictitious facts inspired by Sheila Stoeller, "consumer services" at your agency. In my original response to this complaint I clearly state the steps taken when service was restored. Sheila Stoeller then apparently digested the information and somehow came up with the conclusion she did. Her conclusion that I came up with "a number from the archives" is absurd and certainly was not what was communicated to her by this utility. When I asked Sheila Stoeller (in a recorded phone call with her full knowledge) who provided her with that information as this was not the response of the utility she said she didn't know. Sheila said that she had talked to so many people she couldn't remember who said what. But decided arbitrarily (with no evidence) to document that I said it. When I asked for any supporting evidence Mr. Smith may have sent her that could have been used to help make her decision Sheila said "We don't have anything like that". I would suggest her job would require her to listen to both parts of the story (without getting confused) and make a rational decision based on facts and evidence, not personal opinion. The failure on Sheila Stoeller's part to remember two sides of one story, or even consider the utility response (in other words-- do her job), has now misled Mr. Smith in his complaint and has led us to the point we are now. (See attached response to original complaint). Mr. Smith must not have been provided my original response as evidenced by the first lines of his complaint. He certainly would not say in his complaint "**which Mr. Davoren admitted not doing**" if he had read my response. Did Mr. Smith have an opportunity to read my response? The fact is all the information provided by Mr. Smith in his complaint is a result of Sheila Stoeller's misinformation to her superiors, resulting in Mr. Smith also being misinformed. Perhaps Sheila Stoeller needs a different position in your agency where relaying pertinent information reliably is not required to succeed.

The usage claimed by Mr. Smith has changed dramatically during discussions of this complaint. In fact have been outright deviations from the truth. He first claimed to use "about" 5000 gallons (see Smith original complaint). I thought he had a start meter read. How could it be "about" 5000 gallons? It would be a definite number, not an "about" number. Mr. Smith then separates himself from the truth when he claimed to use absolutely no water during construction of his all cinder block house. After being questioned as how this is possible Mr. Smith told Elijah, in the Director of Utilities office, that the contractor hauled water from his own house to build Mr. Smith's house. I am confident Elijah will remember this conversation. Why would one haul water to a job, and pay for it, when water is available on site? Is this believable to anybody? Note the letter from Mr. Plues. He clearly states he hauled water with him **before** service was on. Mr. Smith sent verification attached to his complaint disputing his own claims. Mr. Smith makes this very easy if "staff" were the least bit attentive.

Need more? The contractor also lives in Beaver Valley. While on a phone conversation with Elijah I brought up Mr. Plues' account in order to verify this claim. The usage for the Plues account shows 1000 gallons less usage during the month of construction than the month before thus dispelling another attempt by Mr. Smith to deceive the ACC. Mr. Smith is now using calculations by his contractor as to the amount he **may** have used during construction. Mr. Smith's claim is now "approx" 400 gallons in order to conform to the Plues (contractor) letter (page6 in his complaint). Again, Mr. Smith comes up with another "approx." number "**as per reading 5/5/2011**". Remarkable. To recap, Mr. Smith has gone from 5000 gallons- to 0 gallons- to the contractor hauled his own water -to now 400 gallons. WHICH IS IT? In addition to "about" numbers with a proclaimed start meter read I can't help but notice the even numbers (5000, not 5120 or 4960—400, not 390 or 430) Sheila Stoeller and other "staff" are apparently unable to recognize the blatant inconsistencies and thus unable, unprepared or unwilling to question them.

(Which is it?)

Mr. Smith's claim that he was met with "remarks like-----pay the bill or I'll shut off your water" of course is another "stretch" from reality. Mr. Smith was instead met with indifference. Mr. Smith reveals his deviation from truth by including a note I wrote to him in this complaint. See hand written note on page 4 of his formal complaint. I also told Elijah and Connie (consumer services) he neither had to pay this bill and in order to avoid Mr. Smith's antics in the future(as this utility has had problems with him in the past) he would never have to pay for service. As evidence, see the letter this comment prompted from Connie to this utility. Again Mr. Smith highlights his departure from the truth about disconnection threats in the next paragraph of his formal complaint when he mentions the letter I sent stating I would no longer bill him in order to avoid predictable disputes. Threats by this utility as far as disconnection are false. Any claims by Mr. Smith to the contrary are simply not true as Mr. Smith has thankfully evidenced for me. I am certain Elijah and or Connie can affirm my claim of indifference.

In the letter composed by Harold Plues, he describes "knowing" Mr. Smith read the meter the day it was turned on. However he does not say he verified and obviously didn't verify whatever Mr. Smith wrote down or there would be some mention. A month later Mr. Smith showed me a set of numbers in his handwriting he claimed to be the "start" reading. It was written on the water bill he received more than a month later. There is no way to verify the numbers he showed me are even the same as the reading he claims to have taken that day service was restored. Mr. Smith's reading also included a decimal which my meters do not have. Whether or not Mr. Plues "knows" Mr. Smith read the meter that day is irrelevant unless the read was verified. Did Mr. Plues initial and or date the card on which Mr. Smith wrote the meter read on? Did they wink at one another or pat each other on the rump or maybe become blood brothers? Is there any evidence this was verified? To be accurate we'll use Sheila Stoeller's words__ "We don't have anything like that". In fact, if there were any evidence of verification it surely would have been presented long before now (8mths.later).

In Mr. Smith's conclusion (nature of relief sought) Mr. Smith states "reflect the correct amount of water usage (approx. 400 gal) as per reading". Again, Mr. Smith is showing his propensity to ignore and convey the truth. If the usage was "per reading" it would not be "(approx 400 gal)" it would **be** 400 gallons. Also, it is obvious Mr. Smith's statement

of usage is the estimate from Harold Plues' letter and not from an actual reading (Mr. Plues' writing states "approx." and "about"). Mr. Smith simply would not be all over the map and inconsistent as far as claimed usage if he had an actual reading at the time of reactivation (4 different claims).

We have to acknowledge Mr. Smith has gone far beyond the definition of, in fact has abused the definition of prevarications and at some point they simply become lies. Mr. Smith's willingness to lie throughout this ordeal in order to gain favor with the ACC is on parade. And unless he can provide evidence for at least one of his usage claims (pick one of the four and prove it) -- or prove how the numbers on a meter can change with no water passing through it-- or how water passed through a system before reconnect by the utility, that had a valve turned off and locked up. Another valve immediately behind the meter in the off position (2 valves turned off in a span of about 18") thus changing the start read to whatever Mr. Smith desires(not possible)-- this complaint should be dismissed as frivolous. So far neither Sheila Stoeller nor Mr. Smith has been able to explain these patent impossibilities. See included history of Mr. Smith's account. It shows when the account was active and there was no usage the meter read didn't change. This proves there was no leakage and, strangely enough, when no water passed through the meter the read didn't change either. This document was provided to Sheila Stoeller however she decided to ignore it as she did my complete initial response. The history shows consecutive months of no usage resulting in no change in the reading. Get that Sheila--no water through meter--no change in reading. It really is simple.

Sheila Stoeller, in my opinion, has proven herself to be what can only be described as a willing accomplice to Mr. Smith by publishing her fiction as fact in order to facilitate him. She has certainly put her lack of credibility and inability / unwillingness to successfully fulfill her duties on full display.

At the very least it should raise eyebrows when Mr. Smith includes documents in his complaint that contradict and prove false his very claims. Sheila Stoeller and "consumer services" performance to date has been nothing short of laughable and unprofessional. I am confident Mr. Smith is, as I suppose I would be, delighted to have stumbled upon such an incompetent and disinterested "consumer services" department at the state level. How could "staff" be fooled by a man with a **claimed absolute start meter read** but then claims 4 different ("about") usage amounts? Sheila Stoeller and "staff"aren't the least bit curious.

This utility is requesting, as I have since June, that the customer prove how the "start" meter read could possibly be anything different than what the utility has documented. Although he has thoughtfully provided plenty of evidence **disputing** his own claims, Mr. Smith has provided no evidence (and frankly cannot or he would have before 8 mths.) to support his claims. His claim is baseless and without merit and BVWC prays it be dismissed as such.

I feel a need to address Mr. Plues concern about the water usage during May 5 and June 7. Please understand I'm not accusing, just possibilities. If Mr. Smith were to water the grass at his girlfriend's house just one (1) lot (or 2 lengths of hose) away Mr. Plues

wouldn't notice and would not affect his job site. Come to think of it their grass was nice and green while everybody else (me included) struggled with drought. The usage at the Ward residence did not reflect outside water use. Not accusing, just saying Plues wouldn't notice and would not affect his job site. Another possibility could be maybe Mr. Smith had some sort of accident or left a hose running while Mr. Plues and his crew were not present. If the water ran down the ditch or the back side of the lot overnight, it would go unnoticed by the Plues crew and not affect the job site but would address the bulk of the usage. Not accusing—just a possibility. Mr. Plues' letter would seem to suggest and is basically affirming that absolutely no water was used on the Smith property except when he was present. I find it hard to believe Mr. Plues kept constant vigil at the Smith residence in connection with being the general contractor or, simply supervisor of which he claims to be both. See Harold Plues letter attached to Smith formal complaint. I have no evidence except circumstantial, but I am not convinced Mr. Plues authored this letter. I don't think Harold would mistakenly describe himself as "general contractor" twice and then redact it in ink and instead substitute "supervisor" once—nothing at the signature line and no correction at all on line 3 of "his" letter (refers to himself as "general contractor"). To mistakenly describe himself three times in 200 words or less seems odd. Another mistake is that I had contact with Plues workers but also had direct contact with Harold as well concerning water service. Each request was denied as I needed to hear it from Mr. Smith. I can assure you service was never reactivated at the request of a "worker". **That doesn't happen anywhere!!** I would like to think Harold would not intentionally leave out our conversation in his letter. Why would Harold have to add to the printed copy in long-hand? Wouldn't he compose the entire letter at once? The hardcopy portion, strangely enough, seems to contain the same type of inaccuracies found in Mr. Smith's formal complaint. I should address Mr. Plues' hand written portion. The hand written portion contradicts the printed portion. Mr. Plues states in the printed portion of "his" letter the dates May 5 thru June 7 indicating a month worth of work. However in the hand written portion Mr. Plues claims 10-15 gallons per day for cleaning mixer for a total of 150 gal. That adds up to no more than 10 days of work if they cleaned it once a day and only maybe during lunch breaks. That shows in order to span the May 5 to June 7 dates, the Plues crew would have only worked two and one half days a week to cover the one month time span. It just doesn't matter where you went to school. The math in no way exhibits a month worth of activity. How can Mr. Plues be any kind of witness on the usage at the Smith residence for an entire month? Again, did he stand vigil at the Smith residence the rest of the time? In order for 40 bags of mortar to take an entire month to use, that would be little more than one (1) bag per day. A novice with no experience would do better. It's certainly not the pace of an experienced general contractor with a crew and decades of like kind work under his belt. Did Mr. Plues actually write both portions of this letter? If he wrote the entire piece and left himself a signature line, as is common practice with us all, why would he sign below it and the scribbled out title? Just seems suspicious to me. Mr. Plues would know to leave a signature line, consciously do it, but not know to sign it there. The same hand used the word "witch" instead of "which". That's a tough sell. My opinion is the "Plues" letter is yet another feeble attempt to deceive the ACC as it has no merit and contains absolutely no proof of anything. It simply doesn't prove Mr. Plues knows anything about the water usage at the Smith residence for the entire month and only shows *estimates* for job usage. After

knowing Mr. Plues for more than 10 years and assuming a certain amount of integrity I hope he has not, perhaps unknowingly, become another accomplice along side Sheila Stoeller and I am confident Mr. Plues will find defending "his" letter difficult at best.

In short, neither Mr. Plues nor BVWC are obligated to *know of a way* (to use the words in the Plues the letter) or in any manner explain the usage at Mr. Smiths residence.

It is the responsibility of the customer and not Beaver Valley Water Co to determine where the water that passed through the meter went. It is certainly not the responsibility of the utility to determine if the water was actually used or lost.

Regards,



Michael Davoren

Beaver Valley Water Co.

Beaver Valley Water Co.
PO Box 421
Payson, Az. 85547

Re: response to Smith complaint

To Investigator: Sheila Stoeller,

Question 1 answer; service was restored 5-4-11

Question 2 answer; I turned the service on, noted the reading and wrote it down when I got to my truck (approx. 10 second time span). Upon returning to the office I brought up his account and the read was the same as it was upon disconnect

Question 3 answer; beginning read was 185630...end 222650.

It is true Mr. Smith contacted me however he did not call. Mr. Smith showed up at my house on Sat. afternoon (6-25-11) in a rant over his bill. He was very concerned about the billing showing his last billing date as Aug. of 04. I tried to explain to him that he isn't being billed from that date, but is showing the last billing date and that if he was being billed from that date forward, his bill would probably be \$2000.00 not \$200.00. Mr. Smith was unwilling to comprehend this and started his uncontrollable rant again with vile language and threats of bodily harm. Mr. Smith then informed me he "Didn't use *any* water". When I asked Mr. Smith why the contractor had been over three times asking for service and one request from him if they weren't going to use it, he again became very aggressive. Mr. Smith then showed me a card that he claims to have written the meter read on "the minute I left". The meter read made no sense to me since he had a decimal included and my meters don't read in decimals. Also the card he claims to have written it on "the minute I left" was his first water bill which he didn't even receive until more than a month later. When I questioned him about how his story could possibly be believable, again he became very aggressive and verbally abusive. I asked Mr. Smith how many batches of cement they had to mix to lay all those blocks, and just how many blocks it took to build his entire home and garage. He said he didn't know. When I asked him, how then, he could possibly determine how much water was used, again threatened bodily harm and described how "I have been screwing everybody out here for years". At this point I ended the conversation, returned inside and called the Sheriff's office and filed a call. In the event I have to be at the residence for any reason either Mr. Smith can't be there or I will be accompanied by a deputy (call #c286251 @ Gila Co. office 928- 474-2208).

I am enclosing Mr. Smith's billing from 11-27-04 until current. As you can see the start and end meter read are identical for several months (no leaks). The only difference between Aug of 04 until present was a lock was installed. When water was turned on I also turned on the "customer side" valve to make sure there was indeed water, turned it off again and noted no leaks.

The only way the meter can change is if water is flowing through it. If Mr. Smith says the meter read is different than what I have, there can only be two explanations.

Either Mr. Smith manipulated the lock and has been stealing water from time to time during the past seven years or the water was used during construction.

If he is willing to claim theft instead of fulfilling his obligation I will certainly accommodate him.

Questions for the customer:

How did Mr. Smith go from claiming no water usage to an estimate of usage?

How can he estimate usage when he doesn't know what the contractor did?

(Number of batches mixed? What did it take for clean up after all that cement and block work?)

Was water used for compaction as is customary before pouring? How much?

How could he write a meter read on a card in May that he didn't receive until the middle of June? (He told me "see I wrote it down right here when you left")

Is it possible somebody left their hose running over night and he doesn't to pay for it?

Regards,

M.Davoren
BVWC