

FORMAL COMPLAINT
ORIGINAL
BEFORE THE ARIZONA CORPORATION COMM.



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Arizona Corporation Commission
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MAR 11 2013

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

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IN THE MATTER OF THE FORMAL
COMPLAINT OF SWING FIRST GOLF LLC
AGAINST JOHNSON UTILITIES LLC

DOCKET NO. WS-02987A-13-0053

FORMAL COMPLAINT

1 Pursuant to the provisions of A.R.S. §§ 40-246 and 40-248, and A.A.C. R14-3-106(L),
2 Swing First Golf LLC (“Swing First”) hereby files its formal complaint (“Complaint”) against
3 Johnson Utilities LLC, dba Johnson Utilities Company (“Utility”), and requests that the Arizona
4 Corporation Commission (“Commission”) issue an order providing the relief requested herein.

5 As will be discussed in greater detail, Swing First is asking the Commission to:

- 6 1. Order Utility to deliver Effluent in quantities sufficient to satisfy Swing First’s
- 7 irrigation needs for its Johnson Ranch Golf Course;
- 8 2. Order Utility to charge a minimum bill for Swing First’s Effluent deliveries based
- 9 only on a 3-inch water meter; and
- 10 3. Sanction Utility for failing to send monthly bills to Swing First as required by A.A.C.
- 11 R14-2-409(A)(1).

12 Swing First has suffered at Utility’s hands for many years. Swing First has now received
13 two favorable verdicts in Superior Court that compensate Swing First for the damages it has
14 suffered as a result of Utility’s past misdeeds. Despite this result, Utility continues to make
15 errors that cost Swing First money and create significant hardships. Further, Utility is
16 threatening to reduce current irrigation deliveries to Swing First’s golf course.

1 To provide the current Commissioners sufficient context to understand the present
2 disputes, Swing First will first summarize Utility's past misdeeds and then discuss the current
3 issues that Swing First asks the Commission to resolve.

4 **I Background**

5 **A Swing First Buys a Golf Course**

6 In November 2004, Swing First purchased the Johnson Ranch Golf Club in Queen Creek,
7 Arizona. Like any Arizona golf course, Swing First's course requires large amounts of water to
8 irrigate the grass and other vegetation. Swing First also requires water to fill the golf-course lake
9 located at Swing First's 18th-hole fairway. Among other things, Swing First purchases water
10 for the purposes of irrigating its golf course from Johnson Utilities. George Johnson owns Utility
11 and acts as its President.

12 Adequate, timely deliveries of irrigation water are critical for Swing First's golf course.
13 Without water, the grass and other vegetation would rapidly die in the heat. No one could play
14 the course, and Swing First would eventually go out of business. The value of homes in the
15 Johnson Ranch subdivision would also drop, particularly those located directly on the golf
16 course.

17 **B Swing First Irrigates with Effluent**

18 Swing First inherited a 1999 contract which provided Swing First the first right to irrigate
19 the Johnson Ranch Golf Courses with any effluent generated by Utility within its service
20 territory ("Utility Services Agreement"). The contract also gave Utility the right to deliver
21 water from other sources (wells or CAP-water), but provided that, if Utility exercises this right it
22 could not charge more than the Commission-approved effluent rate. Although the Utility
23 Services Agreement was never formally assigned, both Swing First and Utility have treated it as
24 applying to both the parties.

25 The Utility Services Agreement has two key provisions as it applies to Swing First.
26 First, Swing First had a first right to treated effluent produced in Utility's service territory.
27 Second, if Utility could or did not deliver treated effluent, it could instead deliver CAP Water or

1 other sources to Swing First, but the price was capped at the tariff rate for treated effluent of
2 \$0.62 per thousand gallons, plus taxes and other authorized charges.

3 Until March 2006, Utility did not deliver effluent, but instead delivered raw water from
4 the Central Arizona Project Canal (“CAP Water”). This is water originally from the Colorado
5 River that can be treated and delivered for human consumption. Then, in March 2006, Utility
6 completed its Santan Wastewater Treatment Plant and began delivering Class A+ treated effluent
7 (“Effluent”) from the plant to Swing First.

8 Effluent is wastewater that has been treated and purified, but cannot be used for human
9 consumption. It is also less expensive than CAP Water. Because it conserves water that could
10 be consumed by humans and is less expensive, Effluent is ideal for irrigating golf courses and
11 other green spaces.

12 Utility generally delivered Effluent to Swing First in 2006, but at times still delivered
13 CAP Water. However, Utility honored the Utility Services Agreement and charged the Effluent
14 rate for these deliveries.

15 As will be discussed, in 2007 Utility refused to deliver Effluent to Swing First. However,
16 since January 2008, Swing First has satisfied all of its irrigation requirements with low-cost,
17 environmentally-preferable Effluent, except for two occasions when Utility claimed that the
18 Effluent pipeline had broken.

19 **C Swing First Agrees to Manage George Johnson’s Oasis Golf Course**

20 In April 2006, Swing First agreed to manage a golf course owned by the Club at Oasis
21 L.L.C. (“the Oasis”). At that time, Utility and the Oasis were under George Johnson’s common
22 ownership and control.

23 Mr. Johnson said that for business purposes, it would be advantageous for him to not pay
24 cash to Swing First. Instead he proposed that Swing First be paid with irrigation water credits
25 provided by Utility, an Oasis affiliate. Mr. Ashton would have preferred that Swing First receive
26 cash, but ultimately agreed that Utility would provide Swing First with a water credit of 150
27 million gallons per year in exchange for Swing First managing the Oasis.

1 Mr. Ashton prepared a Management Agreement which outlined the scope of services that
2 Swing First would provide for Oasis and provided that Swing First would be paid by water
3 credits by Utility. Mr. Ashton presented the agreement to Mr. Johnson for signatures. Mr.
4 Johnson said that he never signed such agreements but that his handshake would demonstrate his
5 acceptance. Mr. Ashton and Mr. Johnson shook hands and on May 1, 2006, Swing First began
6 providing management services for the Oasis in accordance with the Oasis Management
7 Agreement.

8 Swing First managed the Oasis for six months. As soon as Swing First began providing
9 management services, Mr. Johnson fired his employees that had been managing the Oasis.
10 Utility then provided the agreed-upon water credits for six consecutive months. Utility would
11 send Swing First a bill, with the understanding that no payment was required. Swing First did
12 not pay for any irrigation water and the next-month's bill would show no past-due amount.

13 **D Swing First Terminates the Oasis Management Agreement**

14 Ultimately, Mr. Johnson hired the Swing First employee that had been managing the
15 Oasis. Given this event, Mr. Ashton did not feel that Swing First could continue to provide any
16 value to the Oasis, so he discontinued the Oasis management relationship on November 16,
17 2006, retroactive to October 31, 2006.

18 **E Utility's Retaliates**

19 Almost immediately after Swing First stopped managing the Oasis golf course, Utility's
20 billing practiced drastically changed:

- 21 a. Utility changed Swing First's CAP Water and Effluent Account Numbers;
- 22 b. On December 5, 2006, Utility retroactively billed Swing First for both CAP Water
23 and Effluent sold before November 2006. Consistent with the Oasis Management
24 Agreement, this water had already been provided as a credit to pay for Swing First's
25 management services for the Oasis Golf Course.
- 26 c. Utility's retroactive billing rates grossly exceeded the lawful tariff rates for CAP
27 Water and Effluent. Utility's Commission approved tariffs allow it to charge just \$0.62

1 per thousand gallons for Effluent and approximately \$0.827 per thousand gallons for
2 CAP Water. Utility retroactively charged \$3.75 per thousand gallons for CAP Water
3 instead of the lawful rate of \$0.83 per thousand gallons. Utility subsequently further
4 revised the effluent bills to charge \$0.83 per thousand gallons for Effluent instead of the
5 lawful rate of \$0.62 per thousand gallons. In just one day, Utility wrongly billed Swing
6 First over \$100,000 for irrigation water.

7 d. Utility also began withholding Effluent and instead delivered more expensive,
8 less environmentally-desirable CAP Water. Utility delivered almost no Effluent in 2007.

9 e. For irrigation water delivered after October 2006, Utility also began charging
10 \$3.75 per thousand gallons for CAP Water instead of the lawful rate of approximately
11 \$0.83 per thousand gallons. Utility also continued to charge \$0.83 per thousand gallons
12 for Effluent instead of the lawful rate of \$0.62 per thousand gallons.

13 f. Utility began charging minimum bills for both the CAP Water and Effluent
14 Accounts, even though Swing First no longer needed or desired CAP Water.

15 g. Utility based its Effluent minimum bill on a 6-inch meter instead of the installed
16 3-inch meter.

17 Swing First provided evidence in Court that these actions by Utility were not simply the
18 result of incompetence, but were actually intentional. The testimony was that Mr. Johnson had
19 instructed an employee to change Swing First's rates and also ordered his employees to stop
20 delivering Effluent.

21 **F 2007 – Utility Manufactures Huge Bills and Disconnects Irrigation Service**

22 By grossly overcharging Swing First for CAP and Effluent, and by withholding lower-
23 cost Effluent, Utility ran up a huge, phony past due balance on Swing First's CAP-Water bills.
24 With this as a pretext, in November 2007, Utility disconnected all irrigation service to the golf
25 course, a death sentence for Swing First. Utility claimed that Swing First owed over \$100,000 in
26 the new CAP-Water account, but in fact the jury agreed that Utility actually owed Swing First

1 money. Utility's disconnection also violated virtually every requirement of R14-2-410 for
2 service termination.

3 **G Swing First Goes to the Commission**

4 To keep irrigation service going, Swing First filed an informal complaint with the
5 Commission. The Commission ordered Utility to restore irrigation service and asked the parties
6 to work together to resolve their issues. Swing First diligently tried to understand what had
7 happened to it and to work out a fair resolution, but to no avail. As a result, Swing First was
8 forced to file a formal complaint with the Commission on January 25, 2008, in Docket No. WS-
9 02987A-08-0049.

10 **H Utility Retaliates Again**

11 On February 1, 2008, Utility received a copy of Swing First's formal complaint and
12 immediately began flooding the golf course with huge effluent deliveries. Utility was blatantly
13 retaliating against Swing First for exercising its lawful right to file its Corporation Commission
14 Complaint. An e-mail from Brian Tompsett, Utility's executive vice president, made this crystal
15 clear:

16 You have now filed a formal complaint with the Arizona Corporation
17 Commission alleging, among other things, service interruptions. You even
18 requested relief asking that "The Commission to order Utility to continue
19 providing service during the pendency of this matter". We were served with that
20 complaint on Friday February 1, 2008. Now a mere 3 days later you now demand
21 that "WE STOP THE DELIVERY OF WATER". **Which way do you want it?**¹

22 Utility ignored Swing First's requests to stop delivering effluent and did not stop until it
23 had flooded much of the 18th-hole fairway. Exhibit A is a photograph that shows the extent of
24 the flooding.

25 Utility did not stop there. It actually charged Swing First for all the Effluent that flooded
26 the golf course.

¹ *Id.* Emphasis in original.

1 **I Swing First Intervenes in Utility's Rate Case**

2 In 2008, Utility filed an application in Docket No. WS-02987A-08-0180 for a huge rate
3 increase. In order for the Commission to be able to evaluate Utility's horrible treatment to
4 Swing First, along with many other customer service and environmental issues, Swing First
5 intervened in the rate case.

6 **1 Utility Retaliates A Third Time**

7 On February 3, 2009, David Ashton filed written testimony on behalf of Swing First.
8 Among other things, this testimony discussed George Johnson's environmental record (including
9 his record fines), his improper billing, and how Utility had mistreated Swing First. Mr. Ashton
10 also testified that Utility should be subject to an independent financial audit.

11 On February 9, 2009, just six days after Mr. Ashton filed his testimony at the
12 Commission, Utility sent an outrageous letter, signed by Mr. Johnson, to multiple members of
13 Swing First Golf, LLC. First, George Johnson threatened to sue the members for defamation if
14 they did not proactively oppose Swing First's cases at the Commission. The letter was clearly
15 intended to intimidate Swing First members from supporting Swing First's participation in the
16 Corporation Commission case.

17 The letter also disparaged Mr. Ashton's character, challenged his management abilities,
18 and impugned his integrity.

19 A cursory review of the financials that we understand have been provided to you
20 would strongly suggest that an outside independent management and financial
21 audit be performed on SFG since Mr. Ashton has been managing member. We
22 would also suggest the independent financial audit should not be limited to SFG,
23 but in light of the other superior court complaints, be extended to Mr. Ashton's
24 personal tax returns.

25 Neither Mr. Johnson nor Utility had any basis for the letter's defamatory statements and
26 inferences.

27 It is clear that Mr. Johnson's purpose was to retaliate against Mr. Ashton for filing
28 testimony at the Commission. On February 3, 2009, Mr. Ashton recommended that Utility be
29 subject to "independent management and financial audits." Just six days later, Mr. Johnson

1 threatened lawsuits against Swing First's members, defamed Mr. Ashton, and suggested "that an
2 outside independent management and financial audit be performed on SFG." Mr. Johnson
3 almost exactly copied Mr. Ashton's language. This was hardly a coincidence.

4 Utility's blatant attempt to prevent Swing First from freely participating in Utility's rate
5 case should be of particular concern to the Commission. Parties should be free to file testimony
6 and express their opinions in a utility rate case without fear of lawsuits and character
7 assassination.

8 **J Utility Sues Swing First**

9 In January 2008, Utility sued Swing First in Superior Court to try to recover the huge,
10 phony balances on Swing First's water bills. Utility later amended its complaint to claim that
11 Mr. Ashton had defamed Utility by talking with homeowners' associations about possible
12 overcharges on their irrigation bills. Fortunately, truth is a complete defense against a
13 defamation claim. Utility actually had been charging the Santan Heights HOA \$3.75 per
14 thousand gallons for Effluent, more than six times the lawful rate of just \$0.62 per thousand
15 gallons. Only after it got caught did Utility provide almost \$180,000 in credits to the HOA. And
16 Utility dismissed its defamation claim with prejudice before the trial started.

17 **K Swing First Counterclaims**

18 Swing First replied to the Court Complaint that Utility actually owed Swing First money.
19 Swing First later added counts that Utility had failed to pay for Swing First's management of the
20 Oasis Golf Course and that Mr. Johnson and Utility had defamed Mr. Ashton.

21 **L Swing First Gets Justice**

22 In two separate trials, juries found for Swing First. Swing First owes Utility nothing.
23 Utility owes Swing First \$54,600.00 for its management of the Oasis Golf Course. Utility owes
24 Swing First \$41,883.11 for water overcharges. Finally, Utility and Mr. Johnson owe David
25 Ashton \$20,000 for defamation.

26 **II Current Issues**

27 Unfortunately several new issues still need to be resolved by the Commission.

1 **A Utility Again Threatens to Withhold Effluent**

2 As was discussed, in 2007, Utility essentially refused to deliver treated effluent and
3 instead unilaterally delivered more expensive and less desirable CAP Water. Utility produced
4 over 184 million gallons of treated effluent in 2007. Swing First's total irrigation usage in 2007
5 was just 79 million gallons. Utility could easily have supplied all of Swing First's 2007
6 irrigation requirements with Effluent from the San Tan Wastewater Treatment Plant. Yet, Utility
7 delivered fewer than 11 million gallons of Effluent in 2007. The rest was more expensive, less
8 desirable CAP Water.

9 Utility pumped most of the withheld Effluent into the ground. However, Utility also
10 began selling a portion of the withheld Effluent to the Santan Heights HOA. This created an
11 unrealistic expectation by the HOA that Utility had sufficient Effluent to satisfy all the HOA's
12 irrigation requirements. Unfortunately, when the Commission forced Utility to resume Effluent
13 deliveries to Swing First in 2008, Utility no longer had sufficient Effluent for both customers.

14 Since 2007, Utility has tried to maximize Effluent deliveries to the HOA by rationing
15 deliveries to Swing First. Through careful management, Swing First has been able to irrigate the
16 golf course solely with Effluent from 2008 to the present, but it has been a very close call at
17 times. Effluent is delivered into a small golf course lake on the 18th hole, Swing First's signature
18 hole. From there, Swing First pumps the effluent through its irrigation system. Because of
19 Utility's imposed rationing, lake levels have often been reduced to critical levels. At these low
20 levels, fish are endangered, the lake begins to stink and lose its scenic qualities, and the irrigation
21 pumps suck up dirt and gravel. Swing First has complained to no avail.

22 Swing First asks the Commission to order Utility to deliver Effluent to Swing First in the
23 quantities requested by Swing First. Because deliveries are made into the lake, the time of day
24 for deliveries does not matter. Only after satisfying Swing First's requirements should Utility be
25 allowed to sell Effluent to any other customers or to pump Effluent into the ground.

26 Swing First is aware the Utility does not presently have sufficient Effluent to satisfy both
27 its irrigation requirements and those of the Santan HOA. However, this is a problem that Utility

1 created by deliberately withholding Effluent in 2007 from Swing First and selling Effluent to the
2 Santan HOA (at six times the lawful rate). Utility knew then that it did not have enough Effluent
3 for two large customers but still intentionally added the HOA as a customer.

4 Swing First is also aware that the Commission recently approved (Decision No. 73521) a
5 new irrigation tariff for Utility that will allow it to sell well water at a loss to the HOA. Utility
6 should not be allowed to offset those losses by continuing to ration Effluent deliveries to Swing
7 First. Utility created this mess and Swing First should not have to pay for it.² Further, the
8 situation will eventually resolve itself as customer growth continues and Effluent production
9 increases.

10 **B Utility Continues to Overcharge for Monthly Minimum Bills**

11 Utility is authorized to charge its irrigation customers each month a so-called minimum
12 bill based on the size of the installed meter. This is a so-called minimum bill because it is
13 actually charged on top of all other charges on the bill, even if those charges exceed the
14 “minimum” bill.

15 To meter Effluent service, after the effluent line to the lake was completed, Utility
16 installed a three-inch water meter. However, for much of 2006 and 2007, Utility billed Swing
17 First a minimum bill of \$900 per month as if service was being provided through a six-inch
18 meter. Then, in January 2008, Utility arbitrarily replaced Swing First’s three-inch effluent meter
19 with an eight-inch meter, claiming that the change was needed to correct previously undisclosed
20 delivery line problems. Before 2008, Swing First had never had any service interruptions
21 because of delivery line issues. But within months after Utility installed the new eight-inch
22 meter Swing First was victimized by two alleged line breaks, one at the peak of summer demand
23 and the other at exactly the time Swing First required large irrigation deliveries to facilitate over-

² Swing First notes the discussion in Decision No. 73521(page 3) concerning “an 18-hole golf course which currently receives treated effluent from the Company’s San Tan wastewater treatment plant) which the Company expects may be interested in the new service.” This was a blatant misrepresentation by Utility. Swing First only wants to receive the Effluent that it was promised in 2004. To be perfectly clear, Swing First has had no interest in receiving CAP Water and has absolutely no interest in Utility’s new tariff.

1 seeding. It is possible that the timing of the “outages” was just a coincidence. But it is clear
2 that the new meter did not correct any line problems

3 Since that time, Utility has generally billed Swing First a minimum bill based on a six-
4 inch meter, but has recently begun charging Swing First an \$880 per month minimum bills based
5 on an eight-inch meter. In the fall of 2012, Utility replaced the existing eight-inch meter because
6 of alleged continuing delivery issues.

7 Concerning minimum bills before the date of this Complaint, Swing First has been
8 compensated by the jury for minimum bill overcharges. Swing First has also paid all minimum
9 bills when due. However, going forward Swing First asks the Commission to order Utility to
10 resume basing its minimum bills on the three-inch meter that was originally installed. This meter
11 was selected and installed by Utility and no one alleges that it did not accurately read deliveries
12 to Swing First. Utility should be held to its initial meter choice. Otherwise, there would be too
13 much temptation for a regulated utility to increase a customer’s “minimum” bill by simply
14 installing a larger meter and claiming that it was needed for system reasons. A customer should
15 not be at risk for a meter bait and switch. Further, requiring a utility to abide with its initial
16 meter choice also provides the proper incentive for the utility to realistically size its meters in the
17 first place.

18 **C Utility Has Not Been Sending Water Bills**

19 R14-2-409(A)(1) requires “Each utility shall bill monthly for services rendered. Meter
20 readings shall be scheduled for periods of not less than 25 days or more than 35 days.” Utility
21 has regularly ignored this rule and not sent bills to Swing First. It is now back to its old bad
22 ways.

23 Exhibit B is a copy of Utility’s February 25, 2013, Effluent bill to Swing First. Since
24 August 2012, Utility has not been billing Swing First for Effluent deliveries, in complete
25 disregard of R14-2-409.A.1. Now, as can be seen, Utility has sent Swing First a retroactive bill
26 for more than \$38,000.

1 Utility is a repeat offender and it is time for the Commission to send a clear message that
2 it is not free to disregard explicit Commission regulations. Swing First asks the Commission to
3 sanction Utility by relieving Swing First of paying all but the current charges on the February 25,
4 2013, bill.

5 **D Utility Again Flooded the Golf Course**

6 Swing First was the victim of a second flooding last fall. These incidents just should not
7 happen. Fortunately, Mr. Watkins, Utility's field office manager did provide a billing credit for
8 the flooding.

9 **III Conclusion**

10 Swing First believes that Utility is sincerely trying to improve its customer service. Mr.
11 Hodges is a smart, reasonable, hard-working executive and a significant improvement over his
12 predecessor. Kenny Watkins also seems sincere in his efforts to improve customer service from
13 Utility's field office. However, as evidenced by this Complaint, bad habits seem to be hard to
14 break. Good intentions by some employees are not enough.

15 Utility's actions in its relationship with Swing First Golf have been deplorable. Mr.
16 Ashton was forced by Utility to litigate in Superior Court for more than five years, with attendant
17 costs that were extremely burdensome for a small business. Despite losing two trials that it
18 insisted upon, despite formal judicial acknowledgement that Utility had grossly mistreated Swing
19 First Golf, and despite appropriate awards being made to compensate for Utility's misfeasance
20 and malfeasance, Utility continues to act to the detriment of Swing First Golf.

21 Swing First has never wanted to litigate, but was forced to defend itself against Utility's
22 aggression. Now, Swing First's good faith efforts to resolve its current issues with Utility,
23 entirely caused by Utility, have met a stone wall. Therefore, Swing First has been forced to incur
24 the expense of filing yet another Commission complaint concerning Utility's recent
25 transgressions.

26 Swing First expects that Utility will soon be asking for extraordinary rate relief under the
27 Commission's new policy for income-tax recovery by LLC's. Swing First also expects that

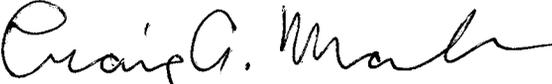
1 Utility will also soon ask the Commission to extend Utility's CC&N to include the new Florence
2 Ranch development. It would seem to be in Utility's best interest to demonstrate to the
3 Commission that it has turned over a new leaf—that it is not the same old Johnson Utilities—by
4 equitably resolving its current issues with Swing First without forcing the Commission to get
5 involved. But if Utility still refuses to do the right thing by its long-suffering customer, Swing
6 First asks the Commission to provide the relief it requests in this Complaint.

7 **IV Requested Relief**

8 Swing First asks the Commission to:

- 9 1. Order Utility to deliver Effluent in quantities sufficient to satisfy Swing First's
10 irrigation needs for its Johnson Ranch Golf Course;
- 11 2. Order Utility to charge a minimum bill for Swing First's Effluent deliveries based
12 on a 3-inch water meter;
- 13 3. Sanction Utility for failing to send monthly bills to Swing First as required by
14 A.A.C. R14-2-409(A)(1); and
- 15 4. Provide such additional relief as may be appropriate.

16 RESPECTFULLY SUBMITTED on March 8, 2013.

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18
19
20
21 

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1 Original and 13 copies **filed**
2 on March 8, 2013, with:

3
4 Docket Control
5 Arizona Corporation Commission
6 1200 West Washington
7 Phoenix, Arizona 85007

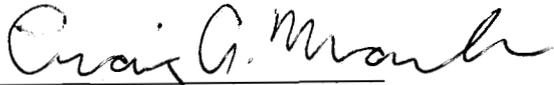
8
9
10 By: 
11 Craig A. Marks
12

Exhibit A



18th Hole
February 2nd 2008

Exhibit B

Johnson Utilities

968 E Hunt Hwy
 San Tan Valley, AZ 85143
 (480) 987-9870

02/25/13

00120362-02

03/15/13

\$38,451.95

SWING FIRST GOLF
 30761 N GOLF CLUB DR
 SAN TAN VALLEY, AZ 85143



00120362020038451957

Description	Meter Readings			Read Code	Readings Dates	
	Previous	Present	Usage		Previous	Present
	620071000	621516000	1445000	Final Reading	8/14/2012	8/16/2012
	0	0	0	Initial Read	8/16/2012	8/16/2012
	0	13920000	13920000	Normal Rd.	8/16/2012	9/17/2012
	13920000	25436000	11516000	Normal Rd.	9/17/2012	10/17/2012
	25436000	38953000	13517000	Normal Rd.	10/17/2012	11/14/2012
	38953000	46383000	7430000	Normal Rd.	11/14/2012	12/17/2012
	46383000	50396000	4013000	Normal Rd.	12/17/2012	1/14/2013
	50396000	53383000	2987000	Normal Rd.	1/14/2013	2/13/2013

WATER SERVICE

Water Minimum*	\$880.00	Water AZ Superfund Tax	\$356.38
		Total Water Charges	\$1,236.38

SEWER SERVICE

Sewer AZ Privilege Tax	\$2,659.71	Total Sewer Charges	\$2,659.71
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OTHER CHARGES

Effluent Usage	\$34,541.64	Late Fee-Water	\$14.22
Previous Balance	\$950.83	Total Due	\$38,451.95
Payment	(\$950.83)		

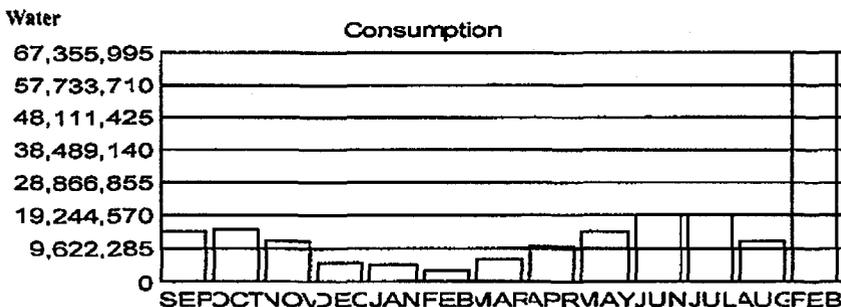
PREVIOUS BALANCE DUE UPON RECEIPT TO AVOID DISCONNECTION

A late fee of 1.5% will be charged for payments not received by the 15th of each month.

Make payments online, sign up for auto pay, or go green and sign up for Ebill by visiting www.johnsonutilities.com

SWING FIRST GOLF

433 GOLF CLUB DR



00120362-02

02/25/13

53303

03/15/13

From 01/25/13 to 02/25/13 = 31 Days

Johnson Utilities

968 E Hunt Hwy
 San Tan Valley, AZ 85143
 (480) 987-9870

BILLING ID: 5310 00020536

Swing First Monthly Effluent Usage

	<u>Usage</u>	<u>Effluent Charge</u>	<u>Privilege Tax</u>	<u>Superfund Tax</u>	<u>Total</u>
September Bill*	1,445,000	\$910.35	\$70.10	\$9.39	\$989.84
	13,920,000	\$8,769.60	\$675.26	\$90.48	\$9,535.34
October Bill*	11,516,000	\$7,255.08	\$558.64	\$74.85	\$7,888.58
November Bill*	13,517,000	\$8,515.71	\$655.71	\$87.86	\$9,259.28
December Bill*	7,430,000	\$4,680.90	\$360.43	\$48.30	\$5,089.62
January Bill*	4,013,000	\$2,528.19	\$194.67	\$26.08	\$2,748.95
February Bill	2,987,000	\$1,881.81	\$144.90	\$19.42	\$2,046.12
Total	54,828,000	\$34,541.64	\$2,659.71	\$356.38	\$37,557.73

*The monthly minimum and the taxes associated with the minimum were billed out for this month