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BEFORE THE ARIZONA CORPORATION

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Arizona Corporation Commission

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COMMISSIONERS

- BOB STUMP - Chairman
- GARY PIERCE
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IN THE MATTER OF THE APPLICATION OF VALENCIA WATER COMPANY— TOWN DIVISION FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. W-01212A-12-0309

ORIGINAL

IN THE MATTER OF THE APPLICATION OF GLOBAL WATER-PALO VERDE UTILITIES COMPANY FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. SW-20445A-12-0310

IN THE MATTER OF THE APPLICATION OF WATER UTILITY OF NORTHERN SCOTTSDALE FOR APPROVAL OF A RATE INCREASE.

DOCKET NO. W-03720A-12-0311

IN THE MATTER OF APPLICATION OF WATER UTILITY OF GREATER TONOPAH FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES FOR UTILITY SERVICE DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF ITS PROPERTY THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. W-02450A-12-0312

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1 IN THE MATTER OF THE APPLICATION
2 OF VALENCIA WATER COMPANY—
3 GREATER BUCKEYE DIVISION FOR THE
4 ESTABLISHMENT OF JUST AND
5 REASONABLE RATES AND CHARGES
6 FOR UTILITY SERVICE DESIGNED TO
7 REALIZE A REASONABLE RATE OF
8 RETURN ON THE FAIR VALUE OF ITS
9 PROPERTY THROUGHOUT THE STATE
10 OF ARIZONA.

DOCKET NO. W-02451A-12-0313

7 IN THE MATTER OF THE APPLICATION
8 OF GLOBAL WATER—SANTA CRUZ
9 WATER COMPANY FOR THE
10 ESTABLISHMENT OF JUST AND
11 REASONABLE RATES AND CHARGES
12 FOR UTILITY SERVICE DESIGNED TO
13 REALIZE A REASONABLE RATE OF
14 RETURN ON THE FAIR VALUE OF ITS
15 PROPERTY THROUGHOUT THE STATE
16 OF ARIZONA.

DOCKET NO. W-20446A-12-0314

13 IN THE MATTER OF THE APPLICATION
14 OF WILLOW VALLEY WATER
15 COMPANY FOR THE ESTABLISHMENT
16 OF JUST AND REASONABLE RATES AND
17 CHARGES FOR UTILITY SERVICE
18 DESIGNED TO REALIZE A REASONABLE
19 RATE OF RETURN ON THE FAIR VALUE
20 OF ITS PROPERTY THROUGHOUT THE
21 STATE OF ARIZONA.

DOCKET NO. W-01732A-12-0315

18
19 **APPLICATION FOR REHEARING OF DECISION 74364**
20 **BY**
21 **NEW WORLD PROPERTIES, INC., ON BEHALF OF FIRST AMERICAN TITLE**
22 **COMPANY TRUST NO. 8559**

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MARCH 18, 2014

1 On February 26, 2014, the Arizona Corporation Commission (“Commission”) issued
2 Decision 74364 in the above-captioned consolidated group of rate cases. Decision 74364
3 approved a proposed Settlement Agreement submitted in the case by many of the parties and
4 intervenors. In approving the Settlement Agreement, the Commission found “that the terms of
5 the Agreement will produce rates that are just and reasonable in the context of this case, as long
6 as several additional requirements are imposed as a condition of approval of the Settlement.”¹
7 However, Decision 74364 deleted the fourth of four conditions included in the recommended
8 opinion and order prepared by the administrative law judge—namely, that the consumer price
9 index (“CPI”) adjuster contained in the infrastructure coordination and finance agreements
10 (“ICFAs”) between Global Water Resources and various developers should not be applied to
11 funds received from developers which are recharacterized as hook-up fees (“HUFs”) under the
12 Settlement Agreement. The judge correctly reasoned, following a careful review of the evidence,
13 that “this condition is necessary to alleviate the discriminatory impact that would occur between
14 developers that have signed ICFAs and those future developers that would be required to pay only
15 the then-applicable HUF fees without a CPI adjuster.”² Without this crucial and equitable
16 condition, the rates prescribed under Decision 74364 violate Article 15, Section 12 of the Arizona
17 Constitution and A.R.S. § 40-361 because they are not just and reasonable. Further, the rates are
18 contrary to A.R.S. § 40-334 which states that a public service corporation “shall not, as to rates,
19 charges, service, facilities or in any other respect, make or grant any preference or advantage to
20 any person or subject any person to any prejudice or disadvantage.” Because the approved rates
21 are not just and reasonable, and discriminate against developers with ICFAs, Decision 74364 is
22 arbitrary, capricious and an abuse of discretion. For these reasons, intervenor New World
23 Properties, Inc., (“NWP”), on behalf of First American Title Company Trust No. 8559, hereby
24 petitions the Commission to rehear Decision 74364 pursuant to A.R.S. § 40-253. NWP joins in
25 the Application for Rehearing Decision 74364 filed this same date by Sierra Negra Ranch, LLC
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27 _____
28 ¹ Decision 74364 at 29, lines 21-23 (emphasis added).

² Recommended Opinion and Order dated January 21, 2014 at 30, lines 16-18.

1 and Sierra Negra Management, LLC (collectively, "SNR"). NWP also incorporates, as though
2 fully set forth herein, the comments it filed in this docket on February 4, 2014.

3 **I. Introduction.**

4 On August 13, 2013, a Proposed Settlement Agreement was filed in the above-captioned
5 consolidated rate case dockets signed by Global,³ Utilities Division Staff ("Staff"), the
6 Residential Utility Consumer Office, various intervenor homeowners associations, and the Town
7 of Maricopa. Although they actively participated in the settlement discussions, neither NWP nor
8 SNR were able to support the Settlement Agreement because it failed to address critical concerns
9 which they had raised in this case.⁴

10 A hearing on the Settlement Agreement was held over four days on September 5, 6, 9 and
11 12, 2013. NWP and SNR each presented witnesses and cross-examined the witnesses of the other
12 parties at the hearing. The parties in the case filed closing briefs and response briefs. NWP
13 incorporates, as though fully set forth herein, its Initial Closing Brief filed October 18, 2013, and
14 its Reply Brief filed October 31, 2013.

15 During the course of the hearing and post-hearing briefing, a thorough and complete
16 evidentiary record was developed. Deputy Chief Administrative Law Judge Nodes asked copious
17 questions of the witnesses in evaluating the Settlement Agreement and considering whether or not
18 the adoption of that agreement was in the public interest. After carefully considering all of the
19 evidence in the case, Judge Nodes docketed a recommended opinion and order ("ROO") on
20 January 21, 2014, concluding that "the terms of the [Settlement] Agreement will produce rates
21 that are just and reasonable in the context of this case, as long as several additional requirements
22 are imposed as a condition of approval of the Settlement."⁵ The fourth of four conditions was as
23 follows:

24 [I]n order to level the playing field between competing landowners/developers,
25 the CPI adjuster will not be applied to funds received from developers for HUFs.
26 This condition is necessary to alleviate the discriminatory impact that would

27 ³ As used herein, the term "Global" refers collectively to Global Water Resources, Inc., its utility
28 affiliates and non-utility affiliates.

⁴ Intervenor Willow Valley Club Association, likewise, did not sign the Settlement Agreement.

⁵ ROO at 29, lines 21-23 (emphasis added).

1 occur between developers that have signed ICFAs and those future developers
2 that would be required to pay only the then-applicable HUF fees without a CPI
3 adjuster.⁶

4 Judge Nodes' well-reasoned analysis in the ROO is precisely on point and the CPI
5 adjuster condition is absolutely essential to ensure that the rates and charges prescribed by the
6 Commission in this case are "just and reasonable" and that "no discrimination in charges, service,
7 or facilities [is] made between persons or places for rendering a like and contemporaneous
8 service."⁷ However, at the Open Meeting held February 6, 2014, the Commission modified the
9 ROO to delete the necessary CPI adjuster condition. Specifically, the following paragraphs were
10 deleted from pages 30-31 of the ROO:

11 The final condition is that the CPI adjuster included in the ICFAs will be tied to
12 the HUF fees that were agreed to in the Settlement. Therefore, in order to level
13 the playing field between competing landowners/developers, the CPI adjuster will
14 not be applied to funds received from developers for HUFs. This condition is
15 necessary to alleviate the discriminatory impact that would occur between
16 developers that have signed ICFAs and those future developers that would be
17 required to pay only the then-applicable HUF fees without a CPI adjuster.
18 Pursuant to Article 15 § 12 of the Arizona Constitution, rates that are approved by
19 the Commission must be just and reasonable and "no discrimination in charges,
20 service, or facilities shall be made between persons or places for rendering a like
21 and contemporaneous service ..." In addition, A.R.S § 40-334 provides that a
22 public service corporation "shall not, as to rates, charges, service, facilities or in
23 any other respect, make or grant any preference or advantage to any person or
24 subject any person to any prejudice or disadvantage." Global Parent's decision to
25 enter into ICFAs without Commission approval, with the promise of, among other
26 things, the provision of utility infrastructure and service by its subsidiaries,
27 necessitates that it be precluded from imposing discriminatory rates, charges or
28 services on customers as well as landowners/developers.

By eliminating the CPI from the HUF portion of the fees, current and future
landowners/developers will be treated on an equal basis because all developers
would be required to pay whatever HUF charge is in effect at the time of
development, which would reflect the Commission's determination of the
appropriate landowner contribution at any given time. The HUFs set forth in the
Settlement Agreement would effectively represent a baseline for developer
contributions, applicable to developers with ICFAs and non-ICFA developers
alike. Any future increases in HUFs approved by the Commission would be
applicable to all landowners as well, thereby diminishing the competitive
advantage that a non-ICFA developer may have without the requirement of a CPI

⁶ ROO at 30, lines 14-18.

⁷ ROO at 30, lines 18-21 (*citing* Article 15, Section 12 of the Arizona Constitution).

1 adjuster.

2 We wish to make clear that we are not addressing any of the other terms of the
3 ICFAs but, rather, we believe it is necessary to require the conditions discussed
4 above in the context of the Settlement Agreement to ensure that just and
5 reasonable rates are established for all customers, present and future. (Footnote 8:
6 We note that Global Parent has, to date prevailed in civil arbitrations with NWP
7 and SNR regarding the validity of the ICFA contracts. (See Exs. A-37, A-38, and
8 A-39, at 8.) However, given the inter-relationship between the Commission's
9 prior treatment of ICFA revenues as CIAC, and the Settlement Agreement's
10 partial de-imputation of ICFA funds, we believe it is within our exclusive
11 authority under Article 15, §§ 3 and 12, of the Arizona Constitution to require
12 these additional conditions in order to set rates that are just and reasonable, as
13 well as non-discriminatory.

14 NWP submits that Judge Nodes' analysis is well-reasoned and fully consistent with the
15 Commission's constitutional and statutory rate-setting mandates. The CPI adjuster condition and
16 corresponding language in the ROO which the Commission deleted from Decision 74364
17 provides critical support for the Commission's finding that the rates and charges approved in the
18 case (i) are just and reasonable and (ii) do not discriminate against any group of customers. In
19 other words, without the CPI adjuster condition, Decision 74364 is arbitrary, capricious and an
20 abuse of the Commission's discretion. Thus, NWP respectfully requests that the Commission
21 rehear Decision 74364 and restore the CPI adjuster condition that was deleted from the ROO.

22 **II. Decision 74364 Places NWP at a Competitive Disadvantage vis-à-vis Customers of**
23 **Global Utilities that Are Not Parties to an ICFA which Results in Rates and Charges**
24 **that Are Discriminatory and that Are Not Just and Reasonable.**

25 **A. The Commission Must Approve Rates and Charges Which Are Just and**
26 **Reasonable.**

27 Article 15, § 12 of the Arizona Constitution states, in relevant part, as follows:

28 All charges made for service rendered, or to be rendered, by public service
corporations within this State shall be just and reasonable, and no discrimination
in charges, service, or facilities shall be made between persons or places for
rendering a like and contemporaneous service....

A.R.S. § 40-361 states:

- A. Charges demanded or received by a public service corporation for any commodity or service shall be just and reasonable. Every unjust or unreasonable charge demanded or received is prohibited and unlawful.
- B. Every public service corporation shall furnish and maintain such service, equipment and facilities as will promote the safety, health, comfort and

1 convenience of its patrons, employees and the public, and as will be in all
2 respects adequate, efficient and reasonable.

3 C. All rules and regulations made by a public service corporation affecting or
4 pertaining to its charges or service to the public shall be just and
5 reasonable.

6 **B. The Commission May Not Authorize or Allow Rates Which Are
7 Discriminatory.**

8 A.R.S. § 40-334 states:

9 A. A public service corporation shall not, as to rates, charges, service,
10 facilities or in any other respect, make or grant any preference or
11 advantage to any person or subject any person to any prejudice or
12 disadvantage.

13 B. No public service corporation shall establish or maintain any unreasonable
14 difference as to rates, charges, service, facilities or in any other respect,
15 either between localities or between classes of service.

16 C. The commission may determine any question of fact arising under this
17 section.

18 Clearly, the Arizona Constitution and statutes prohibit discrimination by public service
19 corporations in rates, charges, service or facilities. *Marco Crane & Rigging v. Arizona Corp.*
20 *Comm'n*, 155 Ariz. 292, 297, 746 P.2d 33, 38 (App. 1987) (citing Ariz. Const. Art. 15, § 12; and
21 A.R.S. §40-334). Thus, a public service corporation must treat similarly-situated customers alike
22 and cannot extend a privilege to one and refuse the same privilege to another. (*Id.*, citing *People*
23 *ex rel. Western Union Telegraph Co. v. Public Service Comm'n*, 230 N.Y. 95, 129 N.E. 220
24 (1920)).

25 **C. Elimination of the CPI Adjuster on ICFA Funds that Have Been
26 Recharacterized as HUFs is Necessary to Mitigate the Discriminatory Impact
27 that Will Otherwise Occur between Entities With ICFA's and Those Without.**

28 Global witness Paul Walker testified at the hearing that the imputation of funds received
by Global Water Resources under the 172 ICFA's in Global's last rate case caused an \$85 million
net loss for Global in 2010, which Global witness Ron Fleming described as a "major blow to
Global's consolidated balance sheet." Under the Settlement Agreement approved in Decision
74364, the imputation of CIAC from the last rate case is reversed and Global's balance sheet is
"restored." Pursuant to Section 6.3 of the Settlement Agreement, \$58,245,656 of CIAC (net of
amortization) imputed under the Commission's prior Decision 71878 was reversed and restored

1 to rate base. Further, under Section 6.3.6 of the Settlement Agreement, an additional \$8,897,600
2 in ICFA funds received by Global Water Resources since December 31, 2008, will not be
3 imputed or treated as CIAC.

4 There can be no real debate that the Settlement Agreement approved in Decision 74364
5 fundamentally alters the operation of the ICFAs and the treatment of developer monies received
6 under those agreements. Applying the CPI adjuster to fees that are recharacterized as HUFs will
7 place tens if not hundreds of millions of additional dollars in the pockets of Global Water
8 Resources, an unregulated entity. The Commission's Utilities Division Director testified at the
9 hearing that he is not aware of any HUF which includes a CPI adjuster. Yet, Global witness
10 Fleming acknowledged that the CPI adjuster in the ICFAs "pertains to the HUF ... component as
11 well."⁸ Judge Nodes was absolutely right in finding that only "[b]y eliminating the CPI from the
12 HUF portion of the fees, current and future landowners/developers will be treated on an equal
13 basis because all developers would be required to pay whatever HUF charge is in effect at the
14 time of development, which would reflect the Commission's determination of the appropriate
15 landowner contribution at any given time."

16 Global witness Fleming further acknowledged at the hearing that in the case of NWP, the
17 CPI adjuster in the ICFA has already added an additional \$449.43 per equivalent dwelling unit
18 ("EDU") to the \$5,500-per-EDU landowner payment as of the date of the hearing, or
19 approximately \$1.685 million in total based upon the 3,750 EDUs in NWP's development.
20 Moreover, that \$1.685 million will continue to increase until NWP completes its payments under
21 its ICFA. In stark contrast, developers who do not have an ICFA—and there will be no new
22 ICFAs with the adoption of Decision 74364—will pay a HUF with no CPI adjuster. This is
23 simply not fair.

24 There are far more acres within the Global serving areas which are not subject to ICFAs
25 than acres which are subject to ICFAs. Those developers which are not parties to ICFAs today,
26 and all future developers, will have a substantial and demonstrable advantage under Decision
27 74364 because they can pay HUFs without any CPI adjuster added. Clearly, NWP is

28 ⁸ Hearing Transcript Vol. I at 100, lines 22-24.

1 disadvantaged on such an unlevel playing field. The CPI adjuster condition in the ROO is
2 essential to maintain a level playing field among competing developers, current and future.
3 Without it, Decision 74364 violates Article 15, Section 2 of the Arizona Constitution and A.R.S.
4 §§ 40-334 and 40-361.

5 **III. The CPI Adjuster Condition in the ROO Is Fully within the Commission's Authority**
6 **and Jurisdiction.**

7 In its exceptions to the ROO, Global argued that the CPI adjuster condition will "impair
8 the obligations of a contract" in violation of Article 2, Section 25 of the Arizona Constitution.⁹
9 However, conspicuously absent from Global's exceptions was any analysis addressing how the
10 CPI adjuster condition violates the contract clause of the Arizona Constitution. Global also
11 argued that the Commission "cannot change or modify a contract that was voluntarily entered into
12 between two private parties."¹⁰ However, this mischaracterizes the effect of the Commission's
13 consideration of a Settlement Agreement submitted by parties to a case. In this case, Global and
14 the other signing parties presented the Settlement Agreement to the Commission for approval.
15 Two of the core elements of the Settlement Agreement are (i) the establishment of HUFs for the
16 first time and (ii) the recharacterization of landowner fees paid under the ICFAs as HUFs. After
17 considering all of the evidence in this case, Judge Nodes found that the CPI adjuster condition "is
18 necessary to alleviate the discriminatory impact that would occur between developers that have
19 signed ICFAs and those future developers that would be required to pay only the then-applicable
20 HUF fees without a CPI adjuster."¹¹ Global willingly accepted the other conditions in the ROO
21 as well as other conditions in the Settlement Agreement. As a condition of approving the
22 Settlement Agreement, this Commission can certainly require Global to accept the CPI adjuster
23 condition if it wants all of the other benefits of the Settlement Agreement (most notably, the
24 restoration of its balance sheet).

25 It also bears noting that the Settlement Agreement includes several provisions which
26 effectively modify the ICFAs, including the following:

27 ⁹ Global Exceptions at 8, lines 9-11.

28 ¹⁰ Global Exceptions at 8, lines 11-13 (citation omitted).

¹¹ ROO at 30, lines 16-18.

- 1 • Global Water Resources cannot amend any existing ICFA to “increase the dollar
2 amount of the ICFA funds to be paid to Global [Water Resources] or any of its
3 affiliates.” (Section 6.2.1)
- 4 • “Any associated funds or infrastructure (or land associated with the infrastructure
5 conveyed to Global [which includes Global Water Resources]) used to provide
6 water or wastewater service will be segregated to or owned by the Global Water
7 and Wastewater Utilities, Hassayampa, Picacho Water or Picacho Utilities.
8 (Section 6.2.3)
- 9 • A portion of the funds received by Global Water Resources “will be paid to the
10 associated utility as a hook-up fee (“HUF”) to be established in accordance with
11 this Agreement....” (Section 6.4.1)
- 12 • Global Water Resources “will agree to accept separate checks for the ICFA fees
13 owed....” (Section 6.4.2)
- 14 • Global Water Resources “is prohibited from using HUF monies for any purpose.”
15 (Section 6.4.2.1)
- 16 • Global Water Resources “shall use the HUF monies solely for the purposes set
17 forth in the Commission approved HUF tariffs.” (Section 6.4.2.1)

18 Additionally, it bears noting that Global Water Resources willingly submitted the ICFAs
19 to the jurisdiction of the Commission in this proceeding as demonstrated by the following
20 exchange between counsel for NWP and Global witness Paul Walker:

21 Q. [By Mr. Hays] ... Do you believe the Commission has jurisdiction over
22 the ICFAs?

23 A. [By Mr. Walker] I think the Commission has jurisdiction over the Global
24 Utilities and I think it has sort of an implied jurisdiction
25 over Global Parent. And we have always said that we are
26 not going to argue that the ICFAs are nonjurisdictional
27 because we understand there is significant concern and
28 interest in them from the Commission. So we weren't
going to dispute whether they had legal jurisdiction or
not.¹²

Finally, Global Water Resources willingly intervened as a party in these consolidated
proceedings, thereby submitting itself to the Commission’s jurisdiction. In addition, Global

¹² Hearing Transcript Vol. IV at pp. 574-575 (emphasis added).

1 Water Resources is itself a party to the Settlement Agreement, signing on page 16 of that
2 document.¹³

3 For all of these reasons, there can be no valid argument that inclusion of the CPI adjuster
4 condition in an order approving the Settlement Agreement would “impair the obligation of a
5 contract” in violation of Article 2, Section 35 of the Arizona Constitution or constitute any kind
6 of impermissible modification of a voluntary contract. To the contrary, the inclusion of the CPI
7 adjuster condition is consistent with established law and fully within the Commission’s authority
8 and jurisdiction.

9 **IV. The CPI Adjuster Condition in the ROO Benefits All Rate Payers.**

10 In its Exceptions to the ROO, Global asserted as follows:

11 A key factor that the Commission may consider in setting future HUFs will be the
12 increased level of the ICFA fees, due to inflation reflected in the CPI clause. In
13 essence, as ICFA fees increase for inflation under the CPI clause, that will create
14 a pool of funds that can be used to pay future HUFs.¹⁴

14 However, this is simply not the case. By allowing Global to apply the CPI adjuster to
15 ICFA fees that have been redefined as HUFs, Global Water Resources will collect additional
16 monies that will then be available for Global to invest in its utility affiliates as equity. Thus, the
17 CPI adjuster monies invested by Global would not be treated as CIAC, which reduce rate base
18 and therefore rates, but as equity which will ultimately increase rates.

19 Further, there is no support for Global’s assertion that CPI adjuster monies would be
20 available to pay future HUFs. To the contrary, Section 6.4.3 of the Settlement Agreement makes
21 clear that ICFA monies remaining after the payment of HUFs, which would include monies from
22 the CPI adjuster, belong to Global Water Resources to be used for the purposes set forth in the
23 ICFAs.

24 Staff witness James Armstrong testified at the hearing that Global Water Resources
25 “could be entitled to receive (over several decades) as much as \$1.476 billion of ICFA fees under
26 the provisions of these existing agreements.” If a CPI adjuster is charged on the HUF portion of

27 ¹³ Hearing Exhibit A-17 at p. 16.

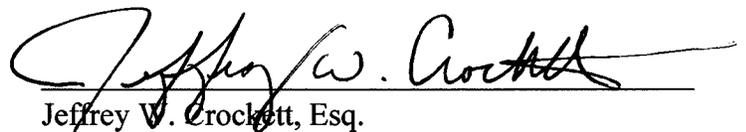
28 ¹⁴ Global Exceptions at 6, lines 17-19.

1 that \$1.476 billion dollars in fees, it will generate tens of millions in additional payments to
2 Global Water Resources. When Global Water Resources invests those additional monies into its
3 regulated utilities under Section 6.4.3 of the Settlement Agreement, which requires that payments
4 be used “only in accordance with the terms of the applicable ICFA” (*i.e.*, to fund and finance the
5 construction of utility infrastructure), the impact on future rates will be very considerable. NWP
6 notes that there was never any effort in this case by Global or Staff to quantify the impact of those
7 monies on the future rates and charges of the Global utilities.

8 **V. Conclusion.**

9 The application of a CPI adjustor under NWP’s ICFA to landowner fees that have been
10 recharacterized as HUFs pursuant to the Settlement Agreement approved in Decision 74364, and
11 the lack of any CPI adjustor on HUFs payable by developers without ICFA’s (current or future),
12 creates an unlevel playing field that competitively disadvantages NWP against other customers.
13 This unfair and discriminatory result violates the Arizona Constitution, statutes and case law, but
14 it can be remedied by restoring the CPI adjustor condition that was deleted from the ROO. For all
15 of the reasons set forth herein, NWP requests that the Commission rehear Decision 74364 and
16 restore the essential CPI adjustor condition that was originally included in the ROO.

17 RESPECTFULLY submitted this 18th day of March, 2014.

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19 

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