

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

---

In the Matter of the Application )	Docket No:
of Cedar Ridge Distribution )	11-2423-02
Company for an Increase in Rates )	

---

TRANSCRIPT OF HEARING PROCEEDINGS

---

TAKEN AT:	Deweyville Town Hall 10870 North Highway 38 Deweyville, Utah
DATE:	November 22, 2011
TIME:	5:16 p.m.
REPORTED BY:	Kelly L. Wilburn, CSR, RPR

APPEARANCES

Administrative Law Judge:

**MELANIE A. REIF** (Administrative Law Judge)

-oOo-

For the Division of Public Utilities:

**PATRICIA E. SCHMID, ESQ.**  
UTAH ATTORNEY GENERAL'S OFFICE  
160 East 300 South, Fifth Floor  
Salt Lake City, Utah 84111  
(801) 366-0380  
(801) 366-0352 (fax)

For Cedar Ridge:

**LEE E. KAPALOSKI, ESQ.**  
PARSONS, BEHLE & LATIMER  
One Utah Center  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111  
(801) 532-1234  
(801) 536-6111 (fax)

-oOo-

WITNESSES

For Cedar Ridge

DAVID Z. THOMPSON

Page

Direct by Mr. Kapaloski	14
Cross by Ms. Schmid	40
Redirect by Mr. Kapaloski	51
Cross by Ms. Wiser	59
Cross by Ms. Hogan	64
Cross by Ms. Anderson	69

-oOo-

WITNESSES, CONTINUED

Additional Witness

PAUL FULGHAM

Page

Statement by Mr. Fulgham	91
Cross by Mr. Kapaloski	103
Cross by Ms. Schmid	111
Cross by Ms. Wiser	114
Cross by Ms. Anderson	115
Cross by Ms. Hogan	115

-o0o-

For the Division

SHAUNA BENVEGNUM-SPRINGER

Direct by Ms. Schmid	117
----------------------	-----

-o0o-

REBUTTAL WITNESSES

For Cedar Ridge

DAVID Z. THOMPSON

Direct by Mr. Kapaloski	147
-------------------------	-----

-o0o-

For the Division

SHAUNA BENVEGNUM-SPRINGER

Statement by Ms. Benvegnum-Springer	154
-------------------------------------	-----

-o0o-

1	<u>PUBLIC WITNESSES</u>	
2	<u>Name</u>	<u>Page</u>
3	Lori Wiser	137
4	Robert Buttars	157
5	Lynn Darley	163
6	Troy Arbon	168
7	Dorothy Hogan	172
8	Nancy Summers	182
9	Jacob Thompson	183
10	Judy Adams	187
11	Leone Scott	188
12	Dee Doney	193
13	Eugene Hogan	197
14	Trudy Thompson	199

-o0o-

EXHIBITS

<u>No.</u>	<u>Description</u>	<u>Page</u>
Company-A	October 31, 2011, Memorandum	9
Company-B	Water Rights Chronology	10
Company-C	Water Well Purchase Agreement	27
Company-D	November 16, 2011, Response and Proposed Settlement	32
DPU-1.0	September 12, 2011, Draft Recommendation (Full document on file at the Commission)	120
DPU-2.0	November 14, 2011 Final Recommendation	120
DPU-3.0	November 22, 2011 Supplemental Recommendation	120

-oOo-

ATTACHMENTS

<u>No.</u>	<u>Description</u>	<u>Page</u>
1	Written Public Comments	79
2	November 22, 2011, Submission by Lori Wiser, Intervenor	141

-oOo-

1 NOVEMBER 22, 2011

5:16 P.M.

2 P R O C E E D I N G S

3 THE COURT: Good evening ladies and  
4 gentlemen. My name is Melanie Reif, and I am the  
5 Administrative Law Judge for the Public Service  
6 Commission. Thank you all for attending this hearing  
7 this evening. We are here to reconvene on the matter  
8 of Cedar Ridge and their rate application in the  
9 Docket No. 11-2423-02.

10 And in particular we are here to discuss the  
11 status of the case and to allow the parties to give us  
12 an update on the happenings since their -- our last  
13 hearing regarding the settlement proposal. And  
14 assuming that the settlement is not going forward, to  
15 proceed with the evidentiary hearing in this matter.

16 So with that being said, I will turn things  
17 over to Mr. Kapaloski, and please proceed.

18 MR. KAPALOSKI: May I come up here, your  
19 Honor?

20 THE COURT: Yes, you may.

21 MR. KAPALOSKI: Thanks. Good evening. I,  
22 again, am Lee Kapaloski, representing Cedar Ridge  
23 Distribution Company. What I am going to discuss and  
24 what I am going to present here is fundamentally the  
25 response of Cedar Ridge Distribution Company to

1 discussions and input with the Division of Public  
2 Utilities and a response to their final  
3 recommendation, which they will discuss at the point  
4 when they come forward.

5 (A discussion was held off the record.)

6 MR. KAPALOSKI: First I'd like to just start  
7 and say a very simple statement. We are not Rocky  
8 Mountain Power. We are not Questar. And the history  
9 of this company I think is relevant to the discussion  
10 as we proceed.

11 This Company was formed in 1982 as a private  
12 corporation. And it was put together to facilitate  
13 the water development and the water supply for the  
14 customers of the subdivision, which I guess most of  
15 you people here are residents.

16 And that proceeded. And the Company provided  
17 the water supply, and continued to provide the water  
18 supply, up until there was a petition by intervenors  
19 to request and question whether or not it would be  
20 logical for the Company to become a regulated utility.

21 And I want to make that clear, because I  
22 think that's very relevant to what we're talking about  
23 here. This is a private corporation. And the private  
24 corporation still exists. The idea of being regulated  
25 is to be under the supervision or the jurisdiction of

1 the Public Service Commission to guarantee and ensure  
2 that the rates are just and reasonable. And the  
3 procedure for rate charges and costs of water in the  
4 future are regulated by the Division -- I'm sorry, by  
5 the Public Service Commission.

6 So jurisdictionally what we have here is a  
7 private corporation, just like Rocky Mountain Power  
8 but not exactly, or any other corporation that  
9 distributes or provides a utility service.

10 Cedar Ridge Distribution Company agreed to a  
11 petition and filed an application, which was filed by  
12 the Company, to be under the jurisdiction of the  
13 Public Service Commission. That's the proceedings  
14 that we have had prior, this Docket 01 of this  
15 proceeding. I'm sorry, I don't have all the dates and  
16 the time frame.

17 As a result of that there was a long and  
18 involved discussion and providing of information to  
19 the Division, who took the information and developed a  
20 proposed rate structure. Which is what we have before  
21 us, or we'll have before us tonight.

22 In response to the Division of Public  
23 Utilities' proposal -- and I want to provide this for  
24 the record -- we responded to the Division on  
25 October 31st to their proposed recommended final -- or



1 to their draft recommendation for Cedar Ridge  
2 Distribution Company.

3 And I will submit that. Do we title the  
4 exhibits here? Call it Exhibit A?

5 THE COURT: Company's Exhibit A.

6 MR. KAPALOSKI: Company's Exhibit A for now.

7 THE COURT: Is there any objection?

8 MR. KAPALOSKI: Is there any objection to  
9 that?

10 MS. SCHMID: No objection.

11 MR. KAPALOSKI: I have to say -- sorry, I  
12 don't know if this off the record -- but this has been  
13 a perfect storm. My files were absconded. I had a  
14 car broken into on Monday and I had -- they took my  
15 briefcase, and some of these files I've had to  
16 duplicate today. That's irrelevant, but I just wanted  
17 to make it clear. That's why I don't have full  
18 exhibits, but I have the copies.

19 In addition to that, the main fundamental  
20 issue, I think, which has been discussed in both the  
21 Division's recommendations and the Company's response,  
22 is the Tremonton well transaction. There are other  
23 questions and other issues relative to the accounting.  
24 And we have responded to those, which are in the  
25 response which is our Exhibit A.

1 But I'd like to just speak to the fundamental  
2 issue that's really before everyone here, and that's  
3 the sale of the Tremonton well to Tremonton City. And  
4 I'll call it the "Tremonton well" for now. This well  
5 transaction was negotiated and entered into between  
6 the City and Mr. Thompson, on behalf of the Cedar  
7 Ridge Distribution Company, to sell the water well.  
8 The hardware. The well.

9 And there were contributions made and  
10 assessments made by the Company to finance and pay for  
11 the hardware or the well. This is called the  
12 "physical aspect" of the well. And that is an amount  
13 that is documented in our proposal for a resolution of  
14 this issue.

15 There's also water rights that Mr. Thompson  
16 held, that he owned, that were on or able to be used  
17 on that well. And I'm sorry, I don't have all my  
18 documentation, but I'm gonna submit as an Exhibit B a  
19 chronology of the well applications and what well  
20 rights existed at the time of the negotiation.

21 And I'll just go through them briefly, if I  
22 may, right now. And then we will provide those  
23 exhibits as Exhibit B. So let's talk about the water  
24 rights. The water rights originally were filed by  
25 Mr. Thompson to provide water to the subdivision. And

1 those were filed in 1976. And I'm not gonna go  
2 through all the explicit numbers, but I'm gonna go  
3 through a quick summary tonight right now.

4 Those were filed for 25 residential units.  
5 Equivalent development units. And those were  
6 approved. And then in 1981 there was another  
7 application filed by Mr. Thompson for future  
8 development in addition to those applications.

9 That application was filed, 29-2768, and that  
10 was filed for 325 families. Well, families or  
11 equivalent residential units. So at that point  
12 Mr. Thompson filed and got approved by the state  
13 engineer's office 325 units for water and future use  
14 for those, those purposes.

15 There was a series of applications -- which  
16 I'm not gonna articulate for the moment, but I will  
17 provide to the Commission and to the Division -- that  
18 discusses the applications to change the points of  
19 diversion from where the original wells were to  
20 ultimately the well that was sold to Tremonton City.

21 There's been questions raised about whether  
22 there were rights that existed at the time of the  
23 negotiation for the purchase of the well that were  
24 held by Mr. Thompson beyond the rights that were  
25 preserved for the Company, as priority, as well as

1 additional development around the subdivision.

2 And the applications show, pretty clearly,  
3 that the applications that were made for changes in  
4 points of diversion included transferring the full  
5 amount of Mr. Thompson's rights to the location of the  
6 existing well.

7 Now, the existing well description was a  
8 little inaccurate. And in fact it was 51 feet south  
9 and 142 feet west of the described point of diversion  
10 that Mr. Thompson had at the time of the negotiation.  
11 In other words, at the time of the negotiation with  
12 Tremonton City Mr. Thompson had an approved change  
13 application, which is 14022, again which would be  
14 provided as Exhibit B, that allowed him to have the  
15 right to divert up to 325 EDUs and certain irrigation.

16 At that time the negotiation proceeded. And  
17 in the negotiation I'm going to have Mr. Thompson come  
18 and testify there was discussion between the City and  
19 Mr. Thompson about relinquishing, or forfeiting, or  
20 giving up, or getting rid of his water rights.

21 That was a part of the transaction. Why was  
22 it a part of the transaction? Because he held, at  
23 that time, the right to divert out of that well up to  
24 325 acre feet. That was a consideration.

25 MS. SCHMID: And although it is unusual, I

1 would like to object to the argument concerning the  
2 water rights, on the grounds that ambiguity in a  
3 contract is what allows extrinsic evidence to be  
4 introduced.

5 Ambiguity is a legal question. So I would  
6 just like that noted. And I would request an  
7 opportunity to respond.

8 MR. KAPALOSKI: Absolutely.

9 Our response to that, which is included in  
10 Exhibit A, is our documentation of what occurred  
11 subsequent to the contract. And it's the actions of  
12 the, of the parties that occurred at that time and the  
13 actions of the parties relative to what happened with  
14 the office of the state engineer wherein Mr. Thompson  
15 conceded and gave up his water rights, that our  
16 argument is that that was clearly a consideration as a  
17 part of the transaction.

18 That said, what I'd like to do is have, as  
19 our witness, Mr. David Thompson. And I would like to  
20 have him sworn. And discuss what he has proposed,  
21 after discussions, as a settlement of this issue  
22 relative to the Tremonton well transaction.

23 And present that here to the Commission on  
24 the record. And proceed from there. Is there any  
25 other question relative to that?

1 THE COURT: I'll swear your witness in,  
2 Mr. Kapaloski.

3 MR. KAPALOSKI: I think physically what's the  
4 easiest way to do this?

5 THE COURT: You can question him from there,  
6 or whichever.

7 MR. KAPALOSKI: David, why don't you just  
8 step up here? And I'll sit over here.

9 THE COURT: Good evening, Mr. Thompson. Are  
10 you prepared to testify?

11 MR. THOMPSON: Yes.

12 (Mr. Thompson was duly sworn.)

13 THE COURT: Thank you. You may proceed.

14 MR. KAPALOSKI: Thank you, your Honor.

15 DAVID Z. THOMPSON,

16 called as a witness, having been duly sworn,  
17 was examined and testified as follows:

18 DIRECT EXAMINATION

19 BY MR. KAPALOSKI:

20 Q. Mr. Thompson, can you state your position you  
21 had relative to Cedar Ridge Distribution Company and  
22 the dates to which you have had that position?

23 A. From the time that the water company was  
24 formed in 1981 I was -- I have served as the president  
25 of the water company and as the majority stockholder

1 of the water company, as is evidenced in the corporate  
2 documents.

3 And I have served for -- since 1981 till  
4 present as the water manager, the water master, the  
5 management, and the director of the operations,  
6 without pay or any compensation thereof, for 30 years.  
7 And I -- and that's what has happened on that part.  
8 Is that sufficient?

9 Q. No, that -- thank you.

10 A. Okay.

11 Q. Let me ask you, when you formed Cedar Ridge  
12 Distribution Company the purpose was to provide water  
13 supply for a subdivision; is that correct?

14 A. Yes.

15 Q. And you, as the president of the Company at  
16 that time, were in charge of providing that service?

17 A. Yes.

18 Q. And did you, in fact, develop, and construct,  
19 and build the water system to provide that service?

20 A. I actually had built the water system before  
21 the Company was formed. For, you know, maybe two  
22 years, the process went on a couple of years before  
23 the actual water company was formed.

24 And at the time it was formed, the water  
25 system was intact. It was operating. There were

1 people living in the subdivision. And, and then I  
2 formed the water company. And gave all those assets  
3 to the water company.

4 Q. When you say gave all of the assets --

5 A. All those assets at that time. The --

6 Q. These were the physical system, the well --

7 A. Yes.

8 Q. -- the storage tanks --

9 A. The well --

10 Q. -- the hardware, if you will?

11 A. Yeah. The well, the tank, the distribution  
12 lines, and the water rights for the first 25 homes.

13 Q. And specific to the water rights, how did you  
14 convey those water rights to the Company?

15 A. I was directed to quitclaim them over. I did  
16 that. That was submitted to the County. And that's  
17 where it stopped.

18 Q. So you in fact --

19 MR. KAPALOSKI: And I'm sorry, Division, I  
20 don't have exact copy in front of me.

21 Q. (By Mr. Kapaloski) But there was a quitclaim  
22 deed from you personally to the Cedar Ridge  
23 Distribution Company?

24 A. Yes.

25 Q. Of the 25 units -- the 25-acre feet of the



1 original Water Right 2099?

2 A. That's correct.

3 Q. Okay. I'd like to walk through -- I don't  
4 want to make this too frustrating for you. I want you  
5 to understand and I want everybody to understand what  
6 we're trying -- what I'm trying to do with you as a  
7 witness is explain --

8 A. I'm okay.

9 Q. I know you're okay. Explain the chronology  
10 of the wells, because I think that's critical to the  
11 discussion we're having here tonight. So initially  
12 can you explain to me the first well that was drilled  
13 by the Company or for the Company under Water  
14 Right 2099?

15 A. Early in 1976, after I had received an  
16 approved water right application, I had a well  
17 drilled. On that original application I had proposed  
18 two points of diversion. They weren't really close to  
19 each other because I wasn't sure where I would be able  
20 to find the water.

21 Of course, nothing existed. There was no  
22 wells up there, there was nothing there to go by. I  
23 drilled one -- had one -- I had one well drilled. It  
24 was dry. And so I moved to another location and  
25 drilled a second well.

1           At that -- on -- in that well there was  
2 approximately 1.3 second feet of water available that  
3 we, that we were able to test for in the second well.  
4 Which is the well that has been used since 1981.  
5 1980, I should say. That well is beneath the old pump  
6 house up on the hill. That actually was the second  
7 well that was drilled.

8           Q.    So just to clarify the record, you filed an  
9 application originally for 25 households --

10          A.    Yes.

11          Q.    -- in 1976, and that's Application 29-2099?

12          A.    Yes.

13          Q.    Which is part of our Exhibit B. Then you  
14 drilled a well, No. 1. You had a point of diversion  
15 and you drilled a well. And that was not productive  
16 or it was not successful; what was --

17          A.    It was not successful.

18          Q.    Then you had two points of diversion included  
19 in your original application?

20          A.    Yes.

21          Q.    So you drilled the second well in the second  
22 point of --

23          A.    No, I drilled the second well close to the  
24 same --

25          Q.    Okay.

1       A.    -- close to the orig -- the first point of  
2 diversion.

3       Q.    All right.

4       A.    We moved about 200 feet.

5       Q.    Okay.

6       A.    It was close. The why is personal, but  
7 that's what occurred. Anyway, we drilled the second  
8 well. And that well, which is still, which is still  
9 functioning, we were able to find more than 1 second  
10 foot of water. And so I filed on the rest of the  
11 water. And that is the purpose of my second water  
12 application.

13       Q.    And your second water application is, again,  
14 part of Exhibit 2, which is Application 29-2768?

15       A.    Yes.

16       Q.    Right?

17       A.    Yes.

18       A.    And that was done on the same basis, the same  
19 two points of diversion. When I, when I applied for  
20 the second water right the same points of diversion  
21 that I had on the first water right were included so  
22 that both water rights had both points of diversion.

23               And that was in 1981 when that second water  
24 right was filed on. I don't remember the dates, I  
25 can't do that right here.

1 Q. That's fine. That's fine.

2 A. Anyway.

3 Q. I'm just trying to get a chronology here for  
4 the --

5 A. At that point in time people were living in  
6 the subdivision. I don't remember how many, but there  
7 was over five families living in the subdivision in  
8 the early part of 1981. And of course from that point  
9 it grew.

10 Did I answer the question for you?

11 Q. Yes, you did.

12 A. Okay.

13 Q. Let me go back to your application, your  
14 second application, which is 29-2768. Did you file  
15 that in addition to the 25 acre feet --

16 A. Yes.

17 Q. -- that was included in your first  
18 application? But you filed that in anticipation of --

19 A. Further development.

20 Q. -- future development?

21 A. Because there was water for that.

22 Q. Okay.

23 A. There was sufficient water for that  
24 application, and that's why I filed on it. And that  
25 was approved. The original plans for the subdivision

1 was for 350 homes. That's why the number 325 and 25.

2 Q. So you anticipated --

3 A. Yes.

4 Q. -- that as the ultimate development and  
5 that's what your application was filed for, right?

6 A. That's what I anticipate, that's what I filed  
7 for, and that was approved for both points of  
8 diversion, yes.

9 Q. Let's turn now to the well that has been  
10 described so far as the Tremonton well, or the well  
11 that's part of the transaction between yourself and  
12 Tremonton City. Can you explain the history of  
13 drilling that well and how that proceeded initially?

14 A. Sometime in 1986, I believe -- I think it was  
15 '86. If it isn't, it's '85. I'm off maybe a year.  
16 But anyway. We began having troubles getting the  
17 water into the tank necessary to take care of the use  
18 that -- late that year.

19 And we did not know what was wrong, and so I  
20 hired a well driller to come and videotape the well  
21 that we were using. And they determined that the well  
22 wasn't -- the well casings and everything were intact,  
23 but the water flow wasn't there.

24 That's an act of God. No way to predict such  
25 a thing would ever occur. But the fact remained that

1 there wasn't water in there to supply 25 homes. There  
2 wasn't enough to supply 5 homes. So there had to be  
3 something done.

4 And so I went to the state engineer,  
5 explained the problem. And in that the state engineer  
6 said, You have another point of diversion that's  
7 already approved. You need to be within so many  
8 hundred feet of that, and you won't have any problem  
9 having that point of diversion accepted.

10 And so we decided to drill the well called  
11 the Tremonton well. I believe that was in 1986. I  
12 think that was in the spring of '86, late spring. And  
13 we drilled that well in order to restore the water  
14 capability that the first well had lost.

15 Q. If I can help your memory --

16 A. I don't remember dates.

17 Q. There was an application -- you're very  
18 close. It was in April of 1987 --

19 A. '87, okay.

20 Q. -- that you got an approval for the right to  
21 drill that second well in that spot. With your full  
22 water rights.

23 A. I think we drilled it before, but they waited  
24 till we got it done and I applied and then they  
25 granted it afterwards.

1 Q. All right.

2 A. I think.

3 Q. So for the record --

4 A. Yeah.

5 Q. -- it's subject to Application 14022?

6 A. Yeah.

7 Q. Okay. All right, then can you just tell me  
8 after the well was drilled sequentially -- this is now  
9 1986-1987 -- you proceed to operate the Company  
10 through '87 --

11 A. Uh-huh.

12 Q. -- for many, many more years. Can you  
13 explain to me, and to the Court, and to the record how  
14 the initial negotiations and consideration of  
15 proceeding with Tremonton City occurred?

16 A. With Tremonton City?

17 Q. Yes.

18 A. Okay.

19 Q. Moving. We're moving forward here.

20 A. Okay.

21 Q. The well was developed. As I best understand  
22 from the records that I've seen -- which I'm not -- I  
23 don't have them in front of me -- the well was a --  
24 was it a good well?

25 A. It was a very good well. Substantial water

1 flow. And we had determined -- another individual in  
2 the community and myself kept track of the water  
3 levels in that well. And they were very consistent  
4 year round, and so we were really -- I was comfortable  
5 with the fact that we had ample water.

6 You want me to talk about Tremonton, is that?

7 Q. I think that's really where --

8 A. Where we're at? Okay.

9 Q. -- my question is right now.

10 A. Okay. Actually, some five years ago I got --  
11 I began to consider the possibility of having someone  
12 else involved in the water system. The effort that it  
13 was taking to take care of it by myself was becoming  
14 very burdensome.

15 And so I was, I was looking for -- or I was  
16 thinking of looking for a partner, so to speak, in the  
17 operation of the water company and providing the water  
18 to the customers.

19 One day the mayor of Tremonton called me and  
20 he asked if I would consider talking about selling my  
21 water rights and access to the well.

22 Q. Excuse me, what did he ask you again?

23 A. Asked me if I'd consider selling water rights  
24 and access to the well.

25 Q. Okay.



1           A.     And I said yes, I would consider that. And I  
2 do not know how many times we met. We talked over the  
3 phone. We met together. We discussed various  
4 options. And a proposal was made by Tremonton to me  
5 for the sum of \$190,000. And they would agree to put  
6 in the infrastructure to pump water to the system on a  
7 first time -- I mean on a priority basis.

8                     That's roughly what, what occurred. At that  
9 particular time they wanted me to give up all my water  
10 rights so that there was no expansion. And I said I  
11 wouldn't do that because I had commitments to  
12 landowners that I was going to develop further.

13                    And they says, Okay. Well, what would you go  
14 for?

15                    I said maybe we'll -- they offered to let me  
16 develop 25 lots. And I said, I'll think about that.  
17 I needed to talk to the landowners. Which I did. I  
18 talked to the landowners in question about what could  
19 be done and what I could expect land-wise to develop.

20                    And I went back to the mayor and I says, I  
21 need to be able to develop at least 57 more lots on  
22 top of what was operating at the time, which is 33.

23                    And the mayor said to me, That isn't gonna  
24 work. The deal is off the table.

25                    And that was it. There was no more

1 discussion for some time. And then the mayor called  
2 me back up and said, Would you still consider our  
3 offer if we permit you to develop 57 more?

4 And I said, Yes, I would. We need to discuss  
5 the details.

6 And of course we went into those details in  
7 those discussions in which the drafts were -- there  
8 were several drafts in which they proposed something  
9 and I had it reviewed. And I didn't like something,  
10 and we kept changing it.

11 And it kept being changed until the final  
12 draft was signed. Which included a \$190,000 payment.  
13 Which always was, in my mind, for the water rights or  
14 the ability to use the water rights was limited. And  
15 the fact that Tremonton would put in the improvements  
16 into the well, which would make whole Cedar Ridge so  
17 that they did not suffer in any way from this sale.  
18 But in re -- but actually would be improved in the  
19 delivery of water for basically the same cost as we  
20 were paying for power.

21 Q. Now, let me back up, if I may, just a moment.  
22 And I don't have physical copy of the purchase  
23 agreement, but I'm sure it's in the record.

24 MS. SCHMID: It's not in the record.

25 MR. KAPALOSKI: And I'm sorry, I don't have

1 my file. But I --

2 MS. SCHMID: Could we -- may I? Here is a  
3 clean copy of the well agreement.

4 MR. KAPALOSKI: All right. Can we make this  
5 an Exhibit C for the Company?

6 THE COURT: Sure, yes.

7 MR. KAPALOSKI: And this is the Water Well  
8 Purchase Agreement dated the 5th of March, 2010. So  
9 as --

10 THE COURT: Will you mark that?

11 MR. KAPALOSKI: Yes.

12 MS. SCHMID: Also at this juncture I would  
13 like to renew my objection to this line of testimony  
14 regarding evidence of the water right and other issues  
15 because there is no ambiguity in the contract. I  
16 would just like to have that clarified on the record.

17 MR. KAPALOSKI: And my response to that --  
18 and I appreciate that -- is that our position, as  
19 stated in our Exhibit A, is the actions of  
20 Mr. Thompson subsequent to the contract reflect an  
21 intent, and an intent to eliminate his water supply  
22 and his water rights which then existed on the well.  
23 So.

24 THE COURT: Ms. Schmid, your objection is  
25 noted.

1           And if I just may ask one question,  
2           Mr. Kapaloski.

3           MR. KAPALOSKI:   Sure.

4           THE COURT:   Mr. Kapaloski, inasmuch as  
5           Ms. Schmid is going to really what the heart of the  
6           issue is, which is an issue of a contract between  
7           Mr. Thompson and Tremonton, has Mr. Thompson sought  
8           any legal recourse from Tremonton to get clarification  
9           on what it was that was contracted for, and what  
10          Tremonton got, and what Mr. Thompson got in payment  
11          for?

12          MR. KAPALOSKI:   That's a very good question,  
13          and the answer is not to date, no.   There has not been  
14          any proceedings with the City --

15          THE WITNESS:   Not yet.

16          MR. KAPALOSKI:   -- relative to their  
17          disposition and what they intended at this point.   I  
18          think that's important.   And I would suggest that's a  
19          very real possibility.   Because we're getting to the  
20          essence of this issue, which is, what was the intent  
21          of the parties at the time of the contract?

22          It's relevant, I think, what the City  
23          intended and what Mr. Thompson intended in terms of  
24          his relinquishment, or forfeiture, or abandonment of  
25          the water rights.   Yes.

1 THE COURT: And remind me when that contract  
2 was entered into.

3 MR. KAPALOSKI: March 8, 2010.

4 THE COURT: Okay. Have you filed any notice  
5 of claim or anything with Tremonton?

6 MR. KAPALOSKI: Not at this time.

7 THE COURT: Okay, very good. May I please  
8 look at that?

9 MR. KAPALOSKI: Yes.

10 THE COURT: Thank you. And you may proceed.

11 MR. KAPALOSKI: All right.

12 Q. (By Mr. Kapaloski) Let's go now,  
13 Mr. Thompson, to what has been proposed by yourself in  
14 terms of, first, the response to the Division's  
15 recommendation. And then secondly the response --  
16 which we'll talk about as an exhibit at some point  
17 right now -- to the Division's position that all  
18 \$190,000 should be not retained by you, but dedicated  
19 to the Water Company.

20 A. Okay. Their, their response was that all of  
21 it would be given to the Water Company. And you're  
22 asking me what my response was after that?

23 Q. Your initial response, which is part of  
24 Exhibit A.

25 A. That was the response that they would -- I

1 would refund the money that was spent on the well, I  
2 believe. Is that what?

3 Q. Yes.

4 A. I can't remember all these conversations  
5 we've had.

6 Q. That's all right.

7 A. So I might mention that without anybody  
8 asking about it, without the Commission asking about  
9 it, seven months ago, approximately, six months ago, I  
10 proceeded to -- in my application for an extension of  
11 time I included the language or I followed through  
12 with the language that I had agreed to with Tremonton  
13 in asking for my water right to be reduced to what I  
14 had agreed to, to the letter.

15 And that was filed with the state engineer  
16 last March, before any of this had surfaced. Before  
17 anybody had questioned whether that money should be  
18 all mine or not, and whether the water rights should  
19 be there or not.

20 Now, after the --

21 MR. KAPALOSKI: Can I just inject again for  
22 your Honor's? This is part of our Exhibit A response,  
23 and these are exhibits which he's discussing. And  
24 it's his response to an extension of time on his water  
25 rights.

1           So everybody understands that's what you're  
2     discussing here is your position you took with the  
3     state engineer.

4           A.     Okay. I don't remember when I learned of  
5     the -- I don't remember the date. Was it in October?  
6     At a hearing, at a technical conference, when I  
7     learned that the Division wanted to have me hand over  
8     all 190,000. It was subsequent to that that we made  
9     the offer, I believe; is that right? I'm confused.

10          Q.     Yes, let's continue. I'm sorry, go back. We  
11     were discussing your response to the state engineer's  
12     office, which is that you relinquished or --

13          A.     Oh, yeah.

14          Q.     -- presented to the state engineer -- and  
15     it's a part of the Exhibit A, which is the response we  
16     have provided to the Commission. That you said you  
17     were going to relinquish, of your 325 acre feet,  
18     everything except what was preserved in the contract?

19          A.     That's right.

20          Q.     Water purchase contract, which is Exhibit C?

21          A.     Yes.

22          Q.     And that's what you did? Okay.

23          A.     I followed through with my part of the  
24     agreement with Tremonton City, is what I, is what I  
25     did. I just followed through with what I had promised

1 I would do. And that's that part of that exhibit.

2 Q. So let me just go a little further now.  
3 Let's leave the water contract for a moment, the  
4 purchase contract. I think you've explained your --

5 A. Okay.

6 Q. -- your position on that. There have been  
7 discussions since you filed the application for a  
8 certificate with the Public Service Commission about  
9 the rates. And now we're discussing the issue of the  
10 rates for the Water Company.

11 Included in there is the allocation, if you  
12 will, or the disposition about where the \$190,000  
13 which were paid to you by Tremonton City for the well  
14 and the water rights, as you state --

15 A. Uh-huh.

16 Q. -- and as I understand. And there have been  
17 discussions about a proposed response to the  
18 Division's final recommendation. And you presented  
19 that to the Division in a letter, which I will now  
20 make -- dated November 16, 2011. And that will be  
21 Exhibit?

22 THE COURT: D.

23 MR. KAPALOSKI: D. And that was a proposal  
24 to the Division in response to their recommendation,  
25 their final recommendation. And I'd like, if you can,



1 to articulate -- and if you need assistance I'll put  
2 this in front of you. You have it?

3 THE WITNESS: No, I don't have that in front  
4 of me. But I thought we had made two offers. I'm --  
5 I may be confusing which one you're referring to.

6 Q. No, no. Let's go back to the --

7 A. I'm sorry about that.

8 Q. Okay. Initially the response, which is  
9 Exhibit A, was that all the money paid by the  
10 customers relative to payment for physical  
11 installation of the well, the Tremonton well, and an  
12 easement was going to be paid back to those customers.

13 A. Yes. That was our -- that was my first  
14 offer, yes.

15 Q. And that's Exhibit A of the Company?

16 A. Yes.

17 Q. Subsequent to that in discussions and your  
18 position you have articulated to the Division a new --  
19 or an additional resolution or a settlement proposal?

20 A. Yes.

21 Q. And that's what I'm calling Exhibit D.

22 A. Okay. I'm getting those exhibits mixed up.

23 Q. No, no. I'm fine. No, no, I'm sorry. I  
24 want everybody -- this is -- we want to follow the  
25 chronology here. So Exhibit D is a presentation and a

1 document that you delivered on November 16, 2011.

2 A. Okay.

3 Q. And I think you have --

4 A. I'm gonna write it here.

5 Q. -- made that available --

6 A. Yes.

7 Q. -- as I understand, to all of the  
8 customers --

9 A. Yes.

10 Q. -- all of the intervenors in your water  
11 system?

12 A. As far as I know, everybody's received this.

13 Q. All right. And that's what everyone has  
14 seen. And that has been part of informal discussions  
15 between intervenors, and other customers, and  
16 yourself.

17 So I would like to put on the record, and you  
18 are now under oath, and I'd like to have you, for the  
19 record, and for the judge, and for the Commission  
20 explain what your proposal is in response to the  
21 Division's recommendation.

22 A. I'm not gonna read this whole letter.

23 Q. No, you do not have to read the whole letter.

24 A. It's on record.

25 Q. I think just summarize.

1           A.     Yes.

2           Q.     And I think everyone in the room has had  
3     copies of this.

4           A.     I, I had -- I have agreed and in this  
5     proposal for the settlement is to provide the  
6     approximately \$45,000 for the physical cost of the  
7     1986 well to be returned, that amount of money to be  
8     returned to the Water Company. Which would be the  
9     about -- about the same amount of money that was paid  
10    for those improvements in 1986.

11                 Also, and I wanted to make this clear, and  
12    after thinking through this, deciding that it was --  
13    would help resolve the contention that has resulted  
14    among everyone in the community, that I would rescind  
15    the \$970 special assessment. And some people have  
16    paid that, and I would refund those funds. And the  
17    notes that were issued to cover those costs would be  
18    eliminated.

19                 And I also agreed to pay 20 percent of the  
20    meter cost installation. That was my offer. That was  
21    my second offer. That I would pay 20 percent, or I  
22    would take 80 percent of the original meter cost bid  
23    that we had -- that had been approved by the  
24    Commission -- by the Division. Get these words mixed  
25    up.

1 I was, I was hoping that those last two  
2 concessions would be able -- would be enough to bring  
3 about the resolve to the contention that has occurred  
4 in the community. And so that was my latest proposal.  
5 Which was dated November 6th -- November 16th.

6 MR. KAPALOSKI: I think -- and I suspect the  
7 Division is going to provide more information for the  
8 record. But there is a summary that the Division  
9 prepared of the proposal that Mr. Thompson made, which  
10 is an email dated November 18th, which is a  
11 spreadsheet.

12 And I don't know whether the Division wants  
13 to talk about that as an exhibit, or. It's your  
14 document, you prepared it. I think what it  
15 summarizes, I hope and I think, is what Mr. Thompson  
16 is just testifying to. So I don't know how to proceed  
17 in terms of this proposal.

18 MS. SCHMID: Could we have a moment, please,  
19 to discuss?

20 THE COURT: Yes.

21 (Pause.)

22 MR. KAPALOSKI: I'm sorry, your Honor, I'm  
23 just trying to get this procedurally.

24 MS. SCHMID: The document to which  
25 Mr. Kapaloski referred was prepared as part of a

1 settlement negotiation. As such, the Division does  
2 not intend to introduce this nor have it discussed  
3 here, since it is one the Division produced, because  
4 of the settlement privilege.

5 The Division, as evidence, will introduce its  
6 recommendation made on September 12th, the initial  
7 recommendation. The recommendation then made on  
8 November 14th. And finally the supplemental  
9 recommendation made and filed today on November 22nd.

10 MR. KAPALOSKI: All right. I think what we  
11 have in terms of our Exhibit D summarizes the proposed  
12 resolution sufficiently.

13 MS. SCHMID: And could you please re -- if I  
14 may, could you remind me what Exhibit D is?

15 MR. KAPALOSKI: I think that's the document  
16 dated November 16th that was delivered --

17 MS. SCHMID: Perfect, thank you.

18 MR. KAPALOSKI: Okay. Mr. Thompson, I'd like  
19 to go back and just ask you a little bit more about  
20 the past history. Now we'll go back for a moment, and  
21 in terms of your contribution or your activities in  
22 support of Cedar Ridge Distribution Company you  
23 submitted information to the Division relative to your  
24 time and your participation in supporting the Company.

25 The Division today -- and I guess we'll get

1 to that when the Division presents it -- has provided  
2 a reduction in that proposed amount of your activities  
3 relative to the Company and support of the Company.  
4 And I think what I'd like to do is reserve that  
5 discussion to when the Division makes their  
6 presentation.

7 But I'd like to have you understand your  
8 still under oath, and when those moments come I'd like  
9 to have Mr. Thompson testify to that issue?

10 THE COURT: That's acceptable.

11 MR. KAPALOSKI: Okay.

12 THE WITNESS: Okay.

13 Q. (By Mr. Kapaloski) I think finally for right  
14 now, Mr. Thompson, I'd just like to ask you what your  
15 position is relative to the Cedar Ridge Water  
16 Distribution Company. And the way I'm asking this  
17 question, I want to be careful about this.

18 The issues before the Commission are: Is  
19 this Company operated in a reasonable and just manner,  
20 and are the services delivered to the customers just,  
21 and reasonable, and sufficient to satisfy the  
22 customers' needs?

23 And I know this is a broad question. I'd  
24 just like to make -- ask you to make a statement  
25 relative to that.

1           A.     You're asking me about the last 30 years, or  
2     last year, or?

3           Q.     How about the last two years, since this  
4     application has been under review.

5           A.     I have put in quite a bit of time during the  
6     last two, two and-a-half years. I kept track of my  
7     time during 2010 and 2011 so that I would have an idea  
8     with a calendar what I was doing. What I was spending  
9     time on.

10           I kept track of that time. And of course  
11     because I was asked to submit that information, I did.  
12     And I submitted that to the, to the Division. Now,  
13     I'm -- is that question?

14           Q.     I think that's sufficient.

15           A.     I don't know if I've answered the question  
16     the way -- sufficiently.

17           Q.     No, I think you've expressed your feelings  
18     about the Company.

19           MR. KAPALOSKI: I think for right now that's  
20     all the questions I have of you.

21           THE WITNESS: Okay.

22           MR. KAPALOSKI: And we're open for cross  
23     examination.

24           THE COURT: Okay. Ms. Schmid?

25           MS. SCHMID: Thank you.

CROSS EXAMINATION

BY MS. SCHMID:

Q. Mr. Thompson, you have --

MS. SCHMID: Can you hear me?

(A discussion was held with the court  
reporter.)

Q. (By Ms. Schmid) Mr. Thompson, you and  
Mr. Kapaloski have discussed various matters involving  
the Water Company. These matters include the sale of  
the well, the related contract, certain filings with  
the Division of Water Rights, and a few other matters.

I'm going to ask you questions about these  
things.

A. Uh-huh.

Q. I know you're not a lawyer and I'm not asking  
for a legal opinion. I'm just asking for your  
personal lay opinion as to what these things say. So  
let's begin with the water well purchase agreement.

Mr. Kapaloski has provided a copy of that to  
the judge. The interveners have some copies in front  
of them. If I may borrow a couple of their copies to  
give one to you for reference and one to your  
attorney?

(Pause.)

Q. (By Ms. Schmid) I will represent that what I



1 have provided to you is a true and correct copy of the  
2 water well purchase agreement that has been marked as  
3 an exhibit for the Company. So I'd just like to ask  
4 you a few questions from it.

5 First of all, if we turn to page 7 of the  
6 agreement. Is it true that paragraph numbered 8.10  
7 states:

8 "Complete Agreement. This  
9 Agreement, together with any addenda and  
10 attached exhibits, constitutes the  
11 entire Agreement between the parties and  
12 supersedes and replaces any and all  
13 prior negotiations, representations,  
14 warranties, understandings, contracts,  
15 or agreements between the parties.  
16 This Agreement cannot be changed except  
17 by the express written agreement of all  
18 parties."

19 Did I read that correctly?

20 A. I, I read it with you. Uh-huh.

21 Q. If I turn to page 8 of this agreement and I  
22 look --

23 THE COURT: Ms. Schmid, one moment please.

24 Mr. Thompson --

25 THE WITNESS: Yes.

1 THE COURT: -- I believe Ms. Schmid asked you  
2 for a response which requires a yes or no answer.  
3 Could you respond?

4 THE WITNESS: I, I don't remember now the  
5 question.

6 Q. (By Ms. Schmid) I asked if I read it  
7 correctly.

8 A. Yes, you did.

9 Q. Thank you.

10 A. I, I thought I said that.

11 Q. Then if I turn to page 1 of this water well  
12 purchase agreement, under Section 1.0 it says that:

13 "Seller hereby agrees to sell,  
14 transfer, and convey to Buyer, free and  
15 clear of any lien or encumbrance, and  
16 Buyer hereby agrees to purchase the  
17 Sixteen Inch (16 inch) Water Well  
18 (Hereinafter "Water Well"), related  
19 facilities, and the exclusive  
20 operational rights to the Water Well of  
21 Seller, which Water Well is more  
22 particularly and legally described in  
23 Exhibit 'A' of this Agreement."

24 Did I read that correctly?

25 A. Yes.

1 Q. Could you please point out to us where seller  
2 is agreeing to forfeit water rights?

3 A. Um.

4 Q. And you would be the seller.

5 A. I have to find it. It -- if you go to 3.02  
6 and 3.03, I believe that's where that is described.

7 Q. Is it not true, however, that 3.02 and 3.03  
8 never use the word "forfeit" or "surrender"?

9 A. It doesn't use either one of those words, I  
10 don't believe. But it uses words that are similar.

11 Q. We'll move on.

12 SPEAKER FROM THE AUDIENCE: I'd like to know  
13 what those words --

14 THE WITNESS: I mean, I ought to read that.  
15 I mean, the word "forfeit" may not come in there but  
16 there's other words that are similar to that word  
17 which I believe mean the same. I don't know how to  
18 answer that. Unless I can read it.

19 Q. (By Ms. Schmid) Of course.

20 A. Okay. Three point oh two, it says:

21 "Limitations on use and scope of  
22 Cedar Ridge Water Company. Future use  
23 of the delivered water by the Cedar  
24 Ridge Water Company shall be limited to  
25 residential customers only. Excepting

1           those instances of commercial use  
2           described in Section 3.03(C),  
3           The Cedar Ridge Water Company is  
4           strictly prohibited from providing  
5           future water service to any commercial,  
6           industrial, agricultural, or otherwise  
7           non-residential customer or client."

8           Three point oh three says: "The  
9           Cedar Ridge Water Company shall be  
10          limited to the existing 33 water  
11          connections and a maximum of 56 future  
12          water connections. Said connection  
13          maximum of 89 total connections and 90  
14          equivalent residential units  
15          (hereinafter 'ERU') shall include future  
16          residences of the Cedar...subdivision,  
17          subsequent additional phases of the  
18          Cedar Ridge subdivision, and the real  
19          property parcels" -- that is described  
20          there.

21          Now, it talks about limiting my ability to  
22          develop those -- that water.

23          Q.     (By Ms. Schmid) Is it true that there is no  
24          sentence that says you forfeit the water rights not  
25          covered by the existing and limited future

1 connections?

2 A. Doesn't use that phrase, "forfeit."

3 Q. Thank you.

4 A. It uses limit.

5 Q. Thank you. You also talked with  
6 Mr. Kapaloski about filings with the State Division of  
7 Water Rights. In those filings, which were attached  
8 to your response dated...

9 MR. KAPALOSKI: October 31st.

10 Q. (By Ms. Schmid) October 31st --

11 A. There, there is another phrase, if I might  
12 read another phrase.

13 Q. Of course.

14 A. Three point oh five?

15 Q. Uh-huh.

16 A. It says:

17 "The Cedar Ridge Water Company shall  
18 maintain and/or obtain sufficient water  
19 rights to allow Buyer to pump the  
20 required water for delivery to the Cedar  
21 Ridge Water Company for the existing and  
22 future residential connections serviced  
23 by the Cedar Ridge Water Company.  
24 Buyer's obligation to provide water to  
25 the Cedar Ridge Water Company is

1           contingent upon Cedar Ridge Water  
2           Company's maintaining sufficient water  
3           rights."

4           Q.    Isn't it true that sufficient water rights  
5           means sufficient acre feet to service the permitted  
6           connections?

7           A.    Yes.

8           Q.    Isn't it true that sufficient water rights  
9           doesn't mean -- what a sentence. Sufficient water  
10          rights doesn't mean that you have to have lots of  
11          extra. It just means that you have to have enough to  
12          satisfy the current and specified future connections;  
13          is that correct?

14          A.    That's right.

15          Q.    Okay. Now if we turn to the water rights  
16          filings that I was mentioning that were attached to  
17          your October 31st memorandum. If I look at what --  
18          and I don't recall what the Company designated this  
19          as, so I'll identify it as --

20                MR. KAPALOSKI: I think that's Exhibit A.

21                MS. SCHMID: Exhibit A? And that would be  
22          Supplemental Application No. 57092. And then  
23          underneath that, 29-2768.

24                THE COURT: Ms. Schmid, I have not been given  
25          a copy of that. If I may follow along. Thank you.

1 Thank you, please proceed.

2 Q. (By Ms. Schmid) In this application, on  
3 line 17 -- and unusual as it may be, if we can share  
4 this. And I --

5 MR. KAPALOSKI: I know what you're looking  
6 at.

7 MS. SCHMID: Okay.

8 Q. (By Ms. Schmid) Isn't it true that on  
9 line 17 it says:

10 "If application is for domestic  
11 purposes, number of persons or  
12 families."

13 And then isn't it true that the number 325 is  
14 there?

15 A. Yes, it is.

16 Q. Then if we turn to the letter from you to  
17 Mr. Jones, state engineer, dated 3/31/11.

18 MS. SCHMID: And has that been?

19 MR. KAPALOSKI: That's part of Exhibit A.

20 Q. (By Ms. Schmid) Part of Exhibit A. Isn't it  
21 true that in this letter you say instead of 325 you  
22 seek just an additional 65 --

23 A. Yes.

24 Q. -- connections?

25 A. That's in agreement with what I agreed to do

1 with Tremonton City.

2 Q. Isn't it also true in this letter that you  
3 request only additional -- an extension of time to  
4 develop those 65?

5 A. That's true. Because I had agreed not to  
6 develop more than that with Tremonton City.

7 Q. And then turning to the last part of  
8 Exhibit A, which is the order of the state engineer,  
9 isn't it true that in this document only -- the  
10 extension is only granted to 65 acre feet for the  
11 additional 65 homes and associated outdoor water use?

12 A. That's correct.

13 Q. Isn't it true that this also says that -- if  
14 you don't -- do you know, if you don't receive an  
15 extension for a certain amount do you know if those  
16 water rights are forfeited?

17 A. If I don't get an extension approved, then my  
18 water right lapses.

19 Q. Perfect, thank you. Then if we turn back to  
20 the well agreement, the well sale agreement.

21 A. Okay.

22 Q. Isn't it true that paragraph 1.01(A), on  
23 page 1, isn't it true that there is a statement in  
24 there that says:

25 "Buyer's obligation to purchase the



1 well is expressly conditioned upon --  
2 conditional upon Buyer's ability to  
3 obtain necessary and required permits  
4 from any governing state agency, Buyer's  
5 ability to procure all necessary  
6 easements to transport and pipe the  
7 water so produced to Buyer's water  
8 system at a delivery point defined in  
9 Exhibit 'B' of this Agreement," and I'd  
10 like to emphasize this next clause,  
11 "Buyer's ability to obtain the necessary  
12 water rights from the State of Utah."

13 Isn't it true that it states that? And then  
14 there are some more --

15 A. Yes.

16 Q. There's additional language that we would ask  
17 be, be incorporated as if I read it, just to save a  
18 little bit of time.

19 MR. KAPALOSKI: That's fine.

20 THE WITNESS: Yes.

21 Q. (By Ms. Schmid) Okay. So turning to general  
22 water rights, your knowledge of general water rights.  
23 Is the Basin in which the 325 water rights were  
24 situated, can people still ask to make appropriations  
25 from the state engineer?

1 A. I, I don't know.

2 Q. Okay. Do you know that if water rights are  
3 forfeited and applications for appropriation are still  
4 accepted by the state engineer that the forfeited  
5 water rights just go back into the pot?

6 A. I couldn't answer that.

7 Q. Okay. Do you know if someone with water  
8 rights can seek a change of diversion point with the  
9 state engineer?

10 A. Yes, they can.

11 Q. And there are several conditions --

12 A. Yes.

13 Q. -- that require -- that the state engineer  
14 must look at before --

15 A. Yes.

16 Q. -- approving that? Isn't it true that you  
17 did not seek a change of diversion for the 325 minus  
18 the 65?

19 A. I don't understand what you mean.

20 Q. Sorry. Let me see if I can be more clear.  
21 Isn't it true that you forfeited approximately 226  
22 connections?

23 A. Yes.

24 Q. And that you did not -- and isn't it also  
25 true that you did not seek a change of diversion point

1 for those connections?

2 A. It's true, I didn't, because I forfeited them  
3 as I had agreed to do with Tremonton.

4 MS. SCHMID: Thank you, those are all my  
5 questions.

6 MR. KAPALOSKI: Could I ask a few questions  
7 to clarify some of the questions that were presented  
8 to you.

9 REDIRECT EXAMINATION

10 BY MR. KAPALOSKI:

11 Q. Let's go back to the applications that you  
12 had filed for the 325.

13 MR. KAPALOSKI: Which I think, your Honor, is  
14 part of our exhibits.

15 Q. (By Mr. Kapaloski) At the time you  
16 negotiated with Tremonton City you had an active and  
17 approved application for 325 acre feet --

18 A. Yes.

19 Q. -- is that correct?

20 A. That is correct.

21 Q. And that was your right that you had filed  
22 for, for your use?

23 A. That's correct.

24 Q. Is that correct?

25 A. That's correct.

1 Q. And that was in the point of diversion that  
2 is the Tremonton well?

3 A. That's correct.

4 Q. Your understanding of that application and  
5 the approval -- and again, we're not asking you as an  
6 expert. It's just your understanding, as Ms. Schmid  
7 asked you. Is you had a right, at the time of the  
8 negotiation with Tremonton City, to divert water from  
9 that well. Is that your understanding?

10 A. That is, that is correct, yes.

11 Q. Okay. At the time subsequent to the  
12 agreement that is the well purchase agreement you  
13 filed a response to a extension of time application --  
14 which I think was referred to by Ms. Schmid as part of  
15 Exhibit A -- that said you were relinquishing, or  
16 forfeiting, or giving up what was then the right you  
17 had to divert water from that well. Is that your  
18 understanding --

19 A. That.

20 Q. -- of what you were doing at that time?

21 A. That's what I understood that I was doing.

22 Q. Stated another way --

23 A. I was --

24 Q. -- at the time, notwithstanding the right to  
25 file a change application for another location or the

1 possibility of going to another location, at the time  
2 of the negotiation with Tremonton City, if I  
3 understand what was the status of your water rights,  
4 Tremonton City was buying the well. But they were  
5 also wanting to have a well to which they could file  
6 applications without any other application which was  
7 approved at the time on that well which would  
8 interfere with or intervene in terms of their use of  
9 the well?

10 MS. SCHMID: I must object on the grounds  
11 that that's a leading question of one's own witness.

12 MR. KAPALOSKI: It is a leading question.  
13 Let me ask it another way.

14 Q. (By Mr. Kapaloski) At the time you entered  
15 into the agreement it was your understanding that you  
16 had an approved water right? If that's not too  
17 leading. I mean, that -- you understood you had an  
18 approved --

19 A. I had an approved water right, yes.

20 Q. -- water right? And I think, if I may, at  
21 that time you understood you had a right, based on  
22 that approved water right, to divert up to 325 acre  
23 feet out of that well, is that?

24 MS. SCHMID: Still leading. Objection  
25 renewed.

1           MR. KAPALOSKI: I would submit that we have  
2 submitted applications that substantiate the fact that  
3 Mr. Thompson held a water right at the time of the  
4 negotiation for the contract that allowed him to  
5 proceed to develop the water.

6           So I will not ask you to give me an  
7 affirmative or a negative, I will just state for the  
8 record that's what is in the record of the water  
9 right. Okay?

10          THE COURT: Mr. Kapaloski and Ms. Schmid, I  
11 wish to note that I sustain the objections that have  
12 been made with respect to the leading questions. And  
13 simply stating something into the record does not  
14 establish the evidentiary proof, unless Mr. Thompson  
15 can back that up.

16          So to the extent that there's something else  
17 that you want to address here, please do so. But I, I  
18 don't see you recitating the words for him to --

19          MR. KAPALOSKI: I understand.

20          THE COURT: Okay.

21          MR. KAPALOSKI: I think what is on the record  
22 and -- what's on the record in terms of the water  
23 rights is sufficient relative to what the status of  
24 the water rights were at the time of the negotiations  
25 for the well.

1           THE COURT: Okay. I believe that that is a  
2 substantial issue of fact which the Commission will be  
3 looking at. So if there's any further evidence that  
4 Mr. Thompson would like to put on, we would certainly  
5 invite that.

6           And I do want to remind those folks who are  
7 here that the intervenors have the opportunity also to  
8 question Mr. Thompson and for rebuttal to occur after  
9 that.

10           Typically we wouldn't do it, you know, sort  
11 of in this hodgepodge manner. But I think, given the  
12 detailed nature of what's being questioned and  
13 contested back and forth, I think it's working out  
14 just fine. But.

15           THE WITNESS: I would like to make a  
16 statement concerning this extension of time issue. If  
17 I may, your Honor? Just to clarify something here.

18           THE COURT: Extension of time?

19           THE WITNESS: What that means and why that  
20 occurs.

21           THE COURT: With respect to?

22           THE WITNESS: Water rights in general, and  
23 the water rights that are owned by the Water Company  
24 at present. There were several extensions of time  
25 applied for over the course of the last 35 years.

1           And during that time frame there wasn't  
2   hardly any activity at times of five years or so.  
3   Every five years, approximately, a water right comes  
4   up for renewal. Something has to occur during those  
5   five years for the state engineer to renew -- to renew  
6   that water right. And that's a common practice.

7           And sometimes it was just one home built  
8   during a five-year period of time. I requested an  
9   extension of time. And if I hadn't, it would have  
10   lapsed. Which would have meant that there would have  
11   been no water rights for the people in the subdivision  
12   after that time frame.

13          So I had to apply for an extension of time,  
14   as that was required by law. And had to show proof  
15   that I was doing something to use that water  
16   appropriately. Which of course I did on both water  
17   rights from the time of their first approval.

18          So the first well, the one that -- or the  
19   first water right that dates to 1976 would have had  
20   maybe six extensions of time. And the one in 1982, I  
21   don't remember how many, but it's about every five  
22   years. And that has to be done by a private person in  
23   order to maintain his or her water right.

24          It's a standard procedure. And of course I  
25   followed that standard procedure, even though there



1 wasn't much done. And the state engineer takes the  
2 information into account. And he -- and the state  
3 engineer has renewed every application for an  
4 extension of time that I've asked for.

5 And the last one I had reduced my request to  
6 fulfill my obligation with Tremonton City. And that's  
7 why it's less than what it actually states. And I did  
8 that in order to comply with my agreement. To be  
9 honorable and honest in what I had agreed to do.

10 And that is -- and that just is standard  
11 procedure. It happened to come up for renewal this  
12 year in March. And that had to have been done or it  
13 would have lapse. Like any water right would lapse.

14 In fact, during the middle of the -- like in  
15 1985 or 19 -- in the 1980s the first water right came  
16 up for renewal during that time frame, and there had  
17 been one home or so built during that time frame. And  
18 I had to renew that or the rest of the people would  
19 not have had a water right to use in the Water Com --  
20 in the subdivision.

21 I had to continue to ask for extension time  
22 until it was complete. And that's just a matter of  
23 normal operating procedures with the state engineer's  
24 office. As I understand it.

25 THE COURT: Okay.

1 THE WITNESS: I hope I haven't spoken out of  
2 line or out of turn.

3 THE COURT: Thank you Mr. Thompson.

4 Mr. Kapaloski, would you -- are you finished?

5 MR. KAPALOSKI: I am.

6 THE COURT: Okay.

7 MR. KAPALOSKI: At this point.

8 THE COURT: Okay. And the Division, are you  
9 also finished?

10 MS. SCHMID: We are.

11 THE COURT: Okay. So at this point we're  
12 going to turn to the intervenors in the case. We'll  
13 take people one by one. If you could please stand if  
14 you wish to ask any questions. We'll try to make this  
15 as simple as possible.

16 I'd like to ask you to identify yourself.  
17 Also if you could clarify that you are an intervener,  
18 because only the interveners are allowed to cross  
19 examine Mr. Thompson.

20 MS. WISER: May I sit so I can use my -- if I  
21 speak up, so I can use my lap --

22 THE COURT: Yes, as long as Kelly can hear  
23 you.

24 MS. WISER: If I speak up? Okay.

25 \*\*\*

1 CROSS EXAMINATION

2 BY MS. WISER:

3 Q. Mr. Thompson, you testified that Tremonton  
4 approached you asking to consider selling water rights  
5 and access to the well; is that correct?

6 A. Yes.

7 THE COURT: Just one, just one moment,  
8 please. Would you please identify yourself?

9 MS. WISER: Oh, I -- excuse me. Lori Wiser.  
10 And I'm an intervener.

11 SPEAKER FROM THE AUDIENCE: (Inaudible.)

12 SPEAKER FROM THE AUDIENCE: The sound system  
13 is wiped.

14 SPEAKER FROM THE AUDIENCE: Does she need to  
15 be sworn in?

16 MS. WISER: Do I need to be sworn in right  
17 now? I just can ask questions, right?

18 THE COURT: No, no, no. You're just asking  
19 questions.

20 And if we could have quiet, please. The  
21 person who has the floor is Ms. Wiser. And I  
22 apologize for the sound interference, but Ms. Wiser  
23 has the floor now. Thank you.

24 Q. (By Ms. Wiser) Okay. So Tremonton  
25 approached and asked you if you would consider selling

1 water rights and access to the well; is that correct?

2 A. That's correct.

3 Q. And did you have an attorney that represented  
4 you in your negotiations with Tremonton City?

5 A. Not at the beginning.

6 Q. Did you at any time in the process?

7 A. The last little bit, after I felt that we had  
8 come to an agreement.

9 Q. Okay. How come -- will you explain why,  
10 instead of purchasing your water rights, they asked  
11 you to forfeit them?

12 A. I don't know why. The question never came  
13 up. And I didn't deem it as an item of substance,  
14 because to me it was the same.

15 Q. So did you have other options to you with  
16 those water rights? Could you have sold them to  
17 somebody else?

18 A. Yes.

19 Q. And the -- so to repeat what you just said,  
20 the subject of purchasing your water rights didn't  
21 come up in the negotiating after the first offer that  
22 they had made?

23 A. It was in the -- it was in our negotiations  
24 for months. Months. Maybe --

25 Q. That they would purchase them, or?

1       A.    Yes.  It just changed at the very, very end.  
2   I don't know why that changed.  I don't understand why  
3   they decided.  I was told by one of their people that  
4   they decided to get their own from the get-go because  
5   I was out of the picture.  This is just comments that  
6   we discussed.

7       Q.    Okay.  Do you have any idea what percentage  
8   of your water rights you used when you had them all?

9       A.    What percentage that I used?

10      Q.    Uh-huh.

11      A.    Well, of the 325 at that time I'd only used  
12   8.  I was using.  I mean --

13      Q.    Eight?

14      A.    -- eight were put into use.

15      Q.    Okay.

16      A.    Because I was trying to use the 25 original  
17   ones first.

18      Q.    At the meeting we had on August 9th where  
19   Tremonton City came and presented the PowerPoint  
20   presentation and the information about their purchase  
21   of the well, that's the meeting we obtained a copy of  
22   the purchase agreement from them.

23      A.    Okay.

24      Q.    Actually, I'm not sure if we obtained that  
25   from them there.  But I remember the PowerPoint

1 presentation, it was where they were presenting the  
2 sale. Do you recall --

3 MR. KAPALOSKI: Can I ask again, who was  
4 presenting this?

5 MS. WISER: Tremonton City.

6 MR. KAPALOSKI: Specifically who presented  
7 this?

8 SPEAKER FROM THE AUDIENCE: (Inaudible.)

9 MS. WISER: Paul Fulgham was there.

10 MR. KAPALOSKI: Okay. And this was to --

11 MS. WISER: But there was another couple  
12 people with him.

13 MR. KAPALOSKI: This was a meeting called?

14 MS. WISER: By the Water Company.

15 MR. KAPALOSKI: By the Water Company?

16 MS. WISER: Called us to come to a meeting.

17 MR. KAPALOSKI: All right, I understand. I  
18 just wanted to clarify for everybody what this meeting  
19 was. What the context was.

20 MS. WISER: Yeah. The Water Company meeting.

21 Q. (By Ms. Wiser) Do you recall when we were  
22 asking what was purchased the response was, Only the  
23 well, the hole in the ground. Do you recall that at  
24 that meeting?

25 A. I don't recall the words that were said

1     there.

2           Q.     Okay.

3           A.     It's been too long.

4           Q.     Do you have -- do you own any land for future  
5     development here?

6           A.     I don't personally own any land.

7           MS. WISER:   Okay. I think that's all my  
8     questions. Thank you.

9           THE WITNESS:   Okay.

10          THE COURT:   Before we go on, Ms. Wiser, to  
11     follow up on your last question. You had asked  
12     Mr. Thompson if he owes any -- owns any land for  
13     future development?

14          MS. WISER:   Yes.

15          THE COURT:   Mr. Thompson, in follow up of  
16     that, do you own any land in your corporate capacity  
17     for future development?

18          THE WITNESS:   No. I just have agreements  
19     with people.

20          THE COURT:   Could you explain what you mean  
21     by that?

22          THE WITNESS:   Just verbal agreements on  
23     developing ground.

24          MR. KAPALOSKI:   So you have no contractual  
25     agreements?

1 THE WITNESS: It's not written down. There's  
2 no written-down agreements.

3 THE COURT: Okay. You have nothing,  
4 nothing --

5 THE WITNESS: They're verbal agreements.

6 THE COURT: Okay. Okay. Thank you  
7 Ms. Wiser. Thank you Mr. Thompson. Next, please.

8 MS. HOGAN: My name is Dorothy Hogan, and I'm  
9 an intervener.

10 CROSS EXAMINATION

11 BY MS. HOGAN:

12 Q. I'm curious, the \$190,000 that's in  
13 contention here, you stated that you had always  
14 considered the \$190,000 was, was for relinquishment  
15 and, and value return for relinquishment of your water  
16 rights; is that true?

17 A. That's true.

18 Q. But since that well was an asset of the  
19 Company did you place any value on that as an asset?

20 A. On the well?

21 Q. Yeah, itself, in negotiating anything --

22 A. I, I knew it was an asset. And I knew what  
23 Tremonton City was going to do. And I figure what  
24 they were doing was worth more than what the well  
25 itself was -- cost.



1 Q. Okay.

2 A. So I felt that Cedar Ridge Water Company or  
3 the users of Cedar Ridge would benefit substantially  
4 from the agreement. They would come out better than  
5 they were.

6 Q. So --

7 A. Because of the infrastructure that Tremonton  
8 City would put in. Which would be far more reliable  
9 than what we could afford ourselves. As I stated in  
10 my one letter, there was approximately \$110,000 worth  
11 of value that Cedar Ridge water customers received  
12 from that agreement.

13 Q. So, so in other words, so it was your intent  
14 that this \$190,000 was strictly compensation for the  
15 loss of your ability to use the water rights?

16 A. That was always part of the discussion with  
17 me and Tremonton.

18 Q. Okay. And you also stated that you worked  
19 for 30 years for free. Could you have taken a salary,  
20 as a corporate officer, if you so chose?

21 A. I, I could have as a water master,  
22 management. I didn't because I was trying to hold the  
23 costs down.

24 Q. Okay. But does that --

25 A. In my corporate bylaws it states that I can

1 be paid. Or a person paid for those duties.

2 Q. Okay. But did that influence at all your  
3 need to gain compensation for the sale of -- no? I  
4 can't say that?

5 MR. KAPALOSKI: Well, I object that that's a  
6 little leading. I mean.

7 MS. HOGAN: Okay. Is it? Okay. Fair  
8 enough.

9 MR. KAPALOSKI: I mean.

10 THE COURT: I don't, I don't see that it's  
11 leading. I'd like to hear the question.

12 MS. HOGAN: Okay.

13 Q. (By Ms. Hogan) What I was trying to  
14 understand was that those things have been stated to  
15 us, you know, relative to each other. And so what I  
16 was trying to understand was if you felt that you were  
17 entitled to compensation for the loss of your ability  
18 to sell the -- or relinquish, I should say, the water  
19 rights to your inability -- or your, your 30 years of  
20 service for free as an, as, as another way to gain  
21 compensation for that effort?

22 A. It wasn't anything to do for the work I had  
23 done. It was always because I was giving up the  
24 ability to develop the water right that I owned.

25 Q. Okay.

1           A.     That was the reason for it.

2                   MS. HOGAN: I think that's the only questions  
3 I have.

4                   THE COURT: Thank you Ms. Hogan. Before we  
5 move on I want to ask you a couple of questions,  
6 Mr. Thompson.

7                   THE WITNESS: Okay.

8                   THE COURT: Did you in fact get \$190,000 from  
9 Tremonton in exchange for the well agreement?

10                  THE WITNESS: Yes, the compensation was  
11 \$190,000 --

12                  THE COURT: Okay.

13                  THE WITNESS: -- even, yes.

14                  THE COURT: And do you recall in what form of  
15 payment you received? Did you --

16                  THE WITNESS: I received it in three  
17 different payments.

18                  THE COURT: Okay.

19                  THE WITNESS: That's spelled out in the  
20 agreement.

21                  THE COURT: Okay. And do you recall who  
22 those payments were made payable to?

23                  THE WITNESS: They were made out to me.

24                  THE COURT: To you personally?

25                  THE WITNESS: To me personally.

1 THE COURT: Okay. And once you received  
2 those payments what did you do with them?

3 THE WITNESS: I deposited them.

4 THE COURT: In?

5 THE WITNESS: In a savings account.

6 THE COURT: In a corporate savings account?

7 THE WITNESS: No, in a personal savings  
8 account.

9 THE COURT: Okay.

10 THE WITNESS: Because I had -- that was my  
11 feeling, that it was for water rights. And so they  
12 were property of myself.

13 THE COURT: Okay.

14 THE WITNESS: So I treated them as such.

15 THE COURT: Okay. Is that money still in  
16 your savings account?

17 THE WITNESS: Yes.

18 THE COURT: Okay. The full \$190,000?

19 THE WITNESS: Yes, it is.

20 THE COURT: Okay. Okay. Thank you very  
21 much. I -- is there anybody else who would like to?  
22 Please.

23 (The court reporter asked for questioners to  
24 come to the front.)

25 MS. ANDERSON: Thank you. Okay, I'm Barbara

1 Anderson, and I am an intervener.

2 CROSS EXAMINATION

3 BY MS. ANDERSON:

4 Q. I have a question about the well that, I'll  
5 just call it went dry, that failed in 1986. How much  
6 did that cost?

7 A. The well that we're still using?

8 Q. Yes, how much did it cost to drill it?

9 A. Goodness, I can't remember that, Barbara. I,  
10 I have documents, but I can't remember.

11 Q. Well, let me remind you that you said in your  
12 agreement that you would give back the cost of  
13 physically developing that well in 1986.

14 A. And I -- yeah.

15 Q. And your figure was \$45,000.

16 A. It was a rounded figure.

17 Q. Yeah, that, that's fine.

18 A. Yeah.

19 Q. Who paid for the, the drilling and the  
20 digging of that well? How was that funded?

21 A. The first funds came from my brother, John,  
22 because there was no money to secure a well driller.  
23 And so the well driller agreed to come and commence  
24 drilling with funds that were advanced to the Water  
25 Company upon my request because we had to go to

1 someone that had the funds to do it because I went and  
2 tried to borrow the money as a Water Company and that  
3 was useless. It didn't go anywhere.

4 Q. Okay. Who else loaned money?

5 A. There were my, my brother John did as an  
6 individual. And he also did as a water user. As did  
7 several others. I don't remember the, I don't  
8 remember the total.

9 Q. Would it have been all 18 --

10 A. No.

11 Q. -- users at the time?

12 A. No. No. Not all -- it was not a  
13 requirement. It was a loan from those as they wished  
14 to. One individual borrowed more than that. One of  
15 the water users actually loaned more than the 1,250.

16 Q. Was that Mr. Bierman?

17 A. Well, there was actually --

18 Q. That loaned it to Mr. Palmer?

19 A. He did not loan it to Mr. Palmer.

20 Q. In Mr. Palmer's place because Mr. Palmer  
21 didn't want to loan the money. We're getting  
22 sidetracked here.

23 Why did you choose 45,000 to -- as your  
24 number that you would concede in your counteroffer to  
25 put back in to the Company? Could it have been

1 because you were worried, or you felt maybe that those  
2 people, those 18 users -- well, I'll say 16 --

3 THE COURT: Ms. Higgins? Let me, let me  
4 interrupt you for just a second.

5 MS. ANDERSON: I'm Anderson.

6 THE COURT: I'm sorry, Anderson?

7 MS. ANDERSON: Yes.

8 THE COURT: I'm sorry Ms. Anderson. Before  
9 you continue let me just make sure, are you referring  
10 to something that was in the negotiation this last  
11 week?

12 MS. ANDERSON: No, this was -- no.

13 THE COURT: Okay. Okay, please proceed.

14 Q. (By Ms. Anderson) Okay. I -- is it possible  
15 that you were worried that those of us -- and I was  
16 one of those -- that helped to fund the digging of  
17 that well through our funds became part owners in a  
18 sense?

19 A. I was just trying to accommodate to resolve  
20 the contention. I went back and found out what it  
21 cost to drill the well and what it cost for the land  
22 easement that it's on. And those are the figures that  
23 I used. Simply that's it. The actual cost to drill  
24 it and to provide the land that it was on.

25 Q. Okay. I have just almost a curiosity. Why

1 was there so much secrecy in selling the well to  
2 Tremonton if indeed it was for the benefit of the  
3 people? Why were we kept so in the dark?

4 A. It was negotiations. I didn't know whether  
5 they were gonna lead anywhere, whether they would be  
6 fruitful. Another Water Company had asked me if they  
7 could purchase into the system. And that was before  
8 Tremonton City. I just was trying to keep it quiet  
9 until I knew where I was at.

10 Q. And it didn't catch you off guard that we  
11 were very nervous about the fact that our water bills  
12 that had been \$45 a month would now not be a set  
13 figure and that might worry us?

14 A. Actually at that meeting I, I submitted a  
15 proposed tariff at that meeting about a year  
16 and-a-half ago, I don't remember the date, that would  
17 keep the tariff at \$45 a month. If you remember it.  
18 I had a proposed budget, if I use that word, that  
19 would have kept the rate at \$45 a month with Tremonton  
20 supplying the water.

21 Q. Okay. Have you, have you quitclaimed those  
22 325 to Box Elder County?

23 A. I wouldn't need to. Because they don't own  
24 them. And they don't have any reason to own them.

25 Q. Did you ever?



1 A. No.

2 Q. Um.

3 A. I quitclaimed the 25 original ones to Cedar  
4 Ridge and had it sent to Box Elder County, the  
5 quitclaim deed.

6 Q. Was there any thought when you negotiated  
7 with Tremonton that your water rights were not being  
8 used anyway? Were -- when you say that you  
9 relinquished them is it possible that you thought, I'm  
10 not using these anyway, haven't for many years?

11 A. Barbara, as I said, I, I felt that this was a  
12 good situation for me and Cedar Ridge. That it would  
13 be beneficial to both parties. And I was -- I'm  
14 getting old, and I didn't know if I wanted to continue  
15 developing.

16 Q. I'm not sure you're answering my question.

17 A. I don't know.

18 Q. Was there any thought that you just might  
19 lose them anyway?

20 A. No, because I knew we were doing what we  
21 could do.

22 Q. How many homes are in Cedar Ridge  
23 Subdivision?

24 A. Twenty-five.

25 MS. ANDERSON: With your permission may I

1 read David's statement to the state engineer in his  
2 request for an extension? May I have that permission?

3 MR. KAPALOSKI: It's in the record. Sure.

4 MS. ANDERSON: Okay.

5 Q. (By Ms. Anderson) In -- sorry, give me a  
6 minute. September 29th of 1994. This was your fourth  
7 request for an extension of time. And you state:

8 "During the past year we have put 26  
9 homes and yards to beneficial use in the  
10 Cedar Ridge Subdivision and are  
11 currently working on 3 more lots."

12 But you just said there were 25, and there  
13 are.

14 A. Yeah.

15 Q. So does the state engineer verify?

16 A. I probably, when I said 26, 26 total. I was  
17 referring to the, to the Cedar Ridge Water Company. I  
18 may have used the word wrong.

19 Q. It says Cedar Ridge Subdivision.

20 A. Okay. I may have used Cedar Ridge  
21 Subdivision, but it really was referring to Cedar  
22 Ridge Water Company.

23 Q. Okay. I'm gonna back up three years. These  
24 come due every three years. If you don't file them,  
25 um. Let me read what this -- what they say to you.

1 You have this request of an extension of time to file  
2 proof for beneficial use in which the records -- oh,  
3 I'm sorry. You have to prove -- the wording says that  
4 you have to do construction towards completion.

5 A. Uh-huh.

6 Q. And there, in 19 -- I told you I was backing  
7 up for three years. In 1993 you said that there were  
8 23 homes hooked up into the system. In -- three years  
9 later, in 1994, you said:

10 "During the past year we have put 26  
11 homes and yards to beneficial use."

12 I just don't think that there's that many  
13 homes that were there, therefore that's why I'm  
14 asking. There really wasn't much development going  
15 on. And with the seven-year use it or lose it I just  
16 am thinking that perhaps those weren't very useful to  
17 you anyway. You were never going to use those --

18 A. That, that's something that's unknown. I was  
19 stating what was done at that time. And you're  
20 reading from two different extension-of-time  
21 applications. One for the first water right and one  
22 for the other water right.

23 And they happen to coincide fairly closely,  
24 as I remember. Because there's two water rights that  
25 I would have to file extension of time for, the first

1 one and the second one. And they come due at  
2 different times because they were approved at  
3 different times. They don't come together at the same  
4 time.

5 Q. Are all the homes in Cedar Ridge on the  
6 first, 2029?

7 A. Every home within the subdivision proper is  
8 part of the first water right. Because that is the  
9 water right which was quitclaimed to the Company and  
10 recorded with Box Elder County because Box Elder  
11 County issued an approval for that subdivision plat.

12 Q. Okay. So the second water right that has the  
13 325, how many of those --

14 A. Everyone outside of the subdivision.

15 Q. In, in the plans that you gave to the state  
16 engineer, how many of those have been used?

17 A. Is it eight? I'm thinking eight, something  
18 like that.

19 Q. There's --

20 A. Eight or nine.

21 Q. There's zero.

22 A. No, there's --

23 Q. There are none within -- I have a map that  
24 shows that there are none within the plots that you  
25 sent to the state engineer. You did attach six people

1 who already had homes.

2 A. That's true.

3 Q. Two of those are empty lots. But they're --  
4 if my records are correct --

5 A. No, there's six, there's six being used  
6 outside of the subdivision.

7 Q. They are outside of the subdivision --

8 A. Yeah.

9 Q. -- and they are not within your area of --

10 A. They don't have to be within that area  
11 because I didn't own the property anyway. This is  
12 potential development. And the State knows that.

13 Q. I think I'm making my point that they were  
14 not -- they're -- those were not well used -- in the  
15 30 years --

16 A. Barbara --

17 Q. -- how many homes did you build on those 325  
18 water rights?

19 A. Let me point out that --

20 Q. Just answer that one. How many homes did you  
21 build that used one of those -- or any of those 325  
22 rights?

23 A. I didn't build any of those homes.

24 Q. That's right.

25 A. I built a shop. No, I should take that back.

1 I built one home for one of those water rights. Yes,  
2 I did. Daryl Anderson is living in that house.

3 Q. Daryl Anderson's house isn't in the --

4 A. I know it isn't.

5 Q. -- in the area that coincides with your  
6 325 --

7 (The speakers were talking over one another  
8 and had to be interrupted.)

9 MS. ANDERSON: I'm finished, thank you.

10 THE COURT: Ms. Anderson, does that -- you're  
11 finished with your questions?

12 MS. ANDERSON: Yes, thank you.

13 THE COURT: Okay. Are there any other  
14 intervenors who wish to ask questions?

15 Let's take a ten-minute break. And we'll be  
16 back here in ten minutes. Thanks.

17 (A recess was taken from 6:54 to 7:06 p.m.)

18 THE COURT: The first thing is -- and I  
19 neglected to mention this at very beginning -- I do  
20 want to make sure that those of who you submitted  
21 sworn statements know that those statements have been  
22 received.

23 My understanding is that there were a number  
24 of statements that were actually hand-delivered this  
25 evening in original form, and there were some that

1     were emailed earlier today.

2             I don't have a complete list because  
3     apparently some of these were perhaps not copied on  
4     both sides. But I wanted to be sure that those of you  
5     who are sitting in the audience and may be concerned  
6     about whether or not your statements have been  
7     received, I do want to confirm for you that I have a  
8     statement from a Jon Z. Thompson, Judy Adams, G. Todd  
9     Summers, Robert P. Buttars, Jennifer W. Arbon, Jacob  
10    Thompson.

11            And I also have some incomplete information  
12    which I believe was emailed earlier today, and this  
13    will probably be cleared up when I get back to my  
14    office. But this also includes statements from Dee  
15    Doney, Frances -- or Doney, Kevin -- Devin King, and  
16    Larry Maughan.

17            If there are others of you who have submitted  
18    materials it's very likely that they could be in my  
19    office and just haven't been printed out yet. But if  
20    you did submit something to the Public Service  
21    Commission in the way of an email or some other  
22    manner, your statements will definitely be considered  
23    and will be part of the record.

24            Is there anybody here who has submitted  
25    something and I haven't already mentioned your name?

1     Okay.   Yes, ma'am.

2                 SPEAKER FROM THE AUDIENCE: Did you say those  
3     weren't clear, the last ones that you read?

4                 THE COURT: I think that they're -- they may  
5     be --

6                 SPEAKER FROM THE AUDIENCE: They were faxed?

7                 THE COURT: They are clear. They are clear.  
8     But I think there may be, may be a second page missing  
9     from them. But they will be considered. And I do  
10    thank you all for submitting them.

11                So let's go ahead and proceed with the actual  
12    formal hearing. When we left for recess we got to the  
13    point where I believe all of the intervenors who were  
14    interested in questioning Mr. Thompson had an  
15    opportunity to do so.

16                Is that still the case? Are there any other  
17    intervenors that wish to question Mr. Thompson?

18                Also I wish to clarify, there is a question.  
19    And I asked that the question please wait until we  
20    were all in session. And it relates -- I think if  
21    this lady would like to go ahead and, would you like  
22    to stand and speak loudly, please?

23                MS. SUMMERS: Sure. My name is Nancy Summers  
24    and I'm a customer. And my question is, are the  
25    intervenors the only ones -- their opinions the only



1 ones that the water commission is going to consider?  
2 Or do the opinions of all of the customers, will they  
3 be considered also?

4 THE COURT: Good question. To answer your  
5 question, all input will be considered. All input  
6 meaning the input from the customers, the intervenors,  
7 the Division, and the Company. And that will all be  
8 taken into account by the Public Service Commission.

9 The -- what was happening just a little while  
10 ago with the intervenors asking questions, that was  
11 just a special thing related to their status in the  
12 case. Because they had intervened they had the right  
13 to ask questions.

14 So what I wanted to do at this point is,  
15 based on the questions that have been raised by the  
16 intervenors I wanted to give an opportunity to the  
17 Division to follow up with any of that material, if  
18 they wish, with Mr. Thompson. And if not, then we  
19 will go to the next level.

20 MS. SCHMID: The Division has no questions  
21 based upon the questions of the intervenors.

22 THE COURT: Okay, thank you. Then what I am  
23 proposing that we do at this point is move to the  
24 Division and to the Division's position. And would  
25 ask if at all possible that the Division summarize its

1 position and -- so you may proceed.

2 MS. SCHMID: Thank you. The Company's  
3 attorney, Mr. Kapaloski, provided a narrative of  
4 events prior to the execution of the well agreement,  
5 events concerning the execution of the well agreement,  
6 the well agreement itself, and events afterwards. And  
7 Company president Mr. Thompson also testified as to  
8 these things.

9 The Division objected, stating that the parol  
10 evidence, the evidence of things before and after, was  
11 irrelevant and what really mattered was what was in  
12 the contract. I'd like to take just one moment to  
13 present the Division's legal argument.

14 As I said, it was a question of law. If the  
15 contract is ambiguous, then Utah law says that  
16 decision makers can look outside the four corners of  
17 the document. But if a contract is not ambiguous,  
18 then the inquiry is limited to what is in the contract  
19 itself.

20 That being said, it is the Division's  
21 position that only what has been reduced to writing in  
22 the contract is material to the Commission's  
23 determination regarding what the \$190,000 was for.

24 A contract provision is ambiguous if it's  
25 subject to one or more -- sorry, more than one

1 reasonable interpretation because of uncertain  
2 meanings. As we showed and as the well purchase  
3 agreement states on its face, there is no ambiguity.

4 You cannot, under Utah law, make something  
5 ambiguous if it is not. And for support I would just  
6 refer to the cases of *Daines versus Vincent*, with the  
7 citation of 190 P.3d 1269 Utah 2009. It also quotes  
8 another case called WebBank. And I also would refer  
9 to -- I think that will do.

10 Anyway, moving on. The Division would now  
11 like to call Ms. Shauna Benvegna-Springer as its  
12 witness. May Ms. Benvegna-Springer please be sworn?

13 THE COURT: Ms. Schmid, I actually have a  
14 couple of questions for the Division. Would you  
15 prefer that I wait until you question your witness, or  
16 what?

17 MS. SCHMID: However you wish.

18 THE COURT: Okay. It actually goes to the  
19 issue of the Division's position, so it might be best  
20 to discuss that now. I was hoping to get more  
21 clarification about what the Division's position is  
22 with respect to the 325, the 325 shares of water that  
23 Mr. Thompson or Mr. Thompson's corporation allegedly  
24 owned at the time of the water well purchase  
25 agreement.

1 MS. SCHMID: Ms. Shauna Benvegna-Springer is  
2 prepared to address that. I can address it from a  
3 legal point of view as well.

4 THE COURT: Okay.

5 MS. SCHMID: Whichever you prefer.

6 THE COURT: I think I'd like to hear the  
7 legal part as well, so let's go ahead and address  
8 that. In particular, is it the Division's position  
9 that Mr. Thompson in fact had a water right?

10 MS. SCHMID: It is the Division's position  
11 that Mr. Thompson had a water right that exceeded the  
12 amount of water needed for Cedar Ridge. It is also  
13 the Division's position that the water well purchase  
14 agreement was only for, to borrow a phrase, for the  
15 hole in the ground.

16 The water well purchase agreement did not pay  
17 Mr. Thompson to forfeit any of the water rights that  
18 were extra. Those that were not the 25 plus the 37,  
19 or whatever is exactly represented in the contract.

20 It is the Division's position that  
21 Mr. Thompson willingly, voluntarily, and not in  
22 connection with this water well purchase agreement,  
23 chose to forfeit the extra water rights. He chose not  
24 to sell them. He chose not to seek a change in  
25 diversion. Indeed, he put them back into the pot.

1           His reasons for doing so I do not dare state  
2           because I don't know. But it is the Division's  
3           position that any of his actions with regard to those  
4           extra water rights had nothing to do with the sale of  
5           the well. They were completely independent.

6           THE COURT: Okay. I, I have two follow-up  
7           questions, one of which is in Utah we have this notion  
8           of use it or lose it. And when we talk about that use  
9           it or lose it the idea of forfeiture comes up. When  
10          you are referring to the word "forfeit" or  
11          "forfeiture" are you using it in the context that  
12          Mr. Thompson allegedly...

13          MS. SCHMID: Mr. Thom -- if I may?  
14          Mr. Thompson forfeited his rights because he did not  
15          seek an extension of time in which to prove up those  
16          excess rights.

17          THE COURT: Okay. So is it your position  
18          that at the time the water well purchase agreement was  
19          entered into that he did not have a right because he  
20          had actually forfeited?

21          MS. SCHMID: I believe that forfeiture is  
22          something that is established through actions of the  
23          state engineer and confirmed through actions of the  
24          district court. However, my water law is a little  
25          shaky because it's been a while since I've done it,

1 although I did review it.

2 But I believe that he had one. But when he  
3 filed the documents in what the Company referred to as  
4 Exhibit A, and the letter dated 3/31, he did not seek  
5 the extension with regard to the extra water rights  
6 and forfeited them in the technical sense.

7 THE COURT: Okay. One other question. Is it  
8 conceivable that the forfeiture issue as its addressed  
9 in the water well agreement could have been a  
10 negotiation tool by Tremonton to give Mr. Thompson  
11 something, *i.e.* the \$190,000, in exchange for the  
12 acknowledgment that he no longer had that water right.  
13 Which flowed back into the system, as it would  
14 naturally if in fact he had failed to use it and  
15 therefore lost it and was part of the larger ocean of  
16 water.

17 And so I'm wondering if that's a possible  
18 interpretation of this water well purchase agreement.  
19 That if, in fact, he had failed to timely file his  
20 applications and renew, according to your theory, that  
21 somehow this agreement with Tremonton, even though it  
22 may not be well defined and well, well recited, that  
23 that could have been a tool for Tremonton to come up  
24 with 190,000 based on it receiving something back  
25 which it could then put back into the community, which

1 was a larger quantity of water.

2 MS. SCHMID: The Division was not privy to  
3 the negotiations so can offer no -- cannot opine on  
4 that. However, the Division will direct the  
5 Commission to provision 8.10 on page 7 of the water  
6 well agreement that says:

7 "The Agreement together with all  
8 addenda and attached exhibits  
9 constitutes the entire agreement between  
10 the parties and supercedes and replaces  
11 any and all prior negotiations,  
12 representations, warranties,  
13 understandings, contracts, or agreements  
14 between the parties."

15 It is the agreement's position -- sorry. It  
16 is the Division's position that the agreement is  
17 complete.

18 The Division also would like to note that --  
19 two things. One, that I'm sure Mr. Kapaloski would  
20 like to speak to these issues as well, if the Court so  
21 allows.

22 And two, that there is a representative from  
23 Tremonton City in the audience who perhaps could shed  
24 some light on that, to the extent that the Court  
25 thinks that they are relevant.

1           However, again, it is the Division's position  
2           that only the document states what happened.

3           THE COURT: Thank you Ms. Schmid. I  
4           appreciate your referencing to the contract itself.  
5           And I would like to hear from Mr. Kapaloski on these  
6           issues. And I know that we have the respected  
7           gentleman from Tremonton City here who has been here  
8           on other occasions.

9           I'm not sure, sir. Are you, are you willing  
10          or are you privy to these events in such a manner that  
11          you would be willing to testify?

12          MR. FULGHAM: I'll do whatever I need to. I  
13          mean, I was -- I'm the only party left that was  
14          originally at the very beginning of the negotiations  
15          with the well agreement. I've changed city managers,  
16          I've changed mayors.

17          THE COURT: Uh-huh.

18          MR. FULGHAM: So yes, I would do --

19          THE COURT: We would, we would like to hear  
20          from you.

21          MR. FULGHAM: I can start from the beginning  
22          how Tremonton --

23          THE COURT: Okay.

24          MR. FULGHAM: -- came to Mr. Thompson and  
25          everything.



1 THE COURT: Okay, very good. Let me move for  
2 a moment to Mr. Kapaloski. I believe that he would  
3 like to address the questions that I have raised and.

4 MR. KAPALOSKI: Well, if Ms. Schmid would  
5 stay up I'd just like to clarify a response to a  
6 question.

7 THE COURT: Sure.

8 MR. KAPALOSKI: And I don't want to go back  
9 so much to the record. But I think you asked -- and  
10 if I'm interpreting it wrong, please correct me. You  
11 asked a question of Ms. Schmid about whether you --  
12 the Division thought, at the time of the contract, was  
13 the water right that Mr. Thompson owned for the 325  
14 actual acre feet valid.

15 And I think you said --

16 MS. SCHMID: As I understand it --

17 MR. KAPALOSKI: I'll ask it again.

18 MS. SCHMID: As I understand it, it was  
19 valid, because no forfeiture action had been taken by  
20 the Division of Water Rights or --

21 MR. KAPALOSKI: Okay.

22 MS. SCHMID: And then confirmed --

23 MR. KAPALOSKI: Just wanted to.

24 MS. SCHMID: -- by a district court.

25 MR. KAPALOSKI: Okay. I just wanted to

1 clarify that answer.

2 And again, just for the record, the  
3 Division's position at the time of the water purchase  
4 agreement, responding to the question asked, the water  
5 rights that Mr. Thompson held were valid?

6 MS. SCHMID: Yes.

7 MR. KAPALOSKI: Thank you.

8 THE COURT: Okay. Ms. Schmid, is it your  
9 desire to proceed with your witness, or would you  
10 prefer to wait to hear from the gentleman from  
11 Tremonton?

12 MS. SCHMID: May I have one moment?

13 THE COURT: Sure.

14 MS. SCHMID: The Division believes that it  
15 would be appropriate to hear from the gentleman from  
16 Tremonton at this point.

17 THE COURT: Okay. Gentleman from Tremonton,  
18 please approach.

19 MR. KAPALOSKI: Could I ask just, if I may  
20 preliminarily, first is he going to be a sworn  
21 witness?

22 THE COURT: He will be a sworn witness.

23 MR. KAPALOSKI: Okay.

24 THE COURT: Subject to cross examination.

25 MR. KAPALOSKI: All right.

1 THE COURT: Are you comfortable with that,  
2 sir?

3 MR. FULGHAM: I can just tell you what my  
4 perspective was on everything.

5 THE COURT: Okay. Are you --

6 MR. FULGHAM: In the best of my ability.

7 THE COURT: Are you willing to, are you  
8 willing to raise your right hand and swear that the  
9 testimony that you're about to give is the truth  
10 and --

11 MR. FULGHAM: Yes, ma'am.

12 THE COURT: Okay. Then please, please raise  
13 your right hand.

14 (Mr. Fulgham was duly sworn.)

15 MR. FULGHAM: And I can go back to the  
16 beginning.

17 THE COURT: If you would start by giving us  
18 your name and your position with the City.

19 PAUL FULGHAM,

20 called as a witness, having been duly sworn,  
21 was examined and testified as follows:

22 MR. FULGHAM: Paul Fulgham, Tremonton City  
23 public work director. And we go back to 2008. And  
24 everyone in this room, you're part of the whole Valley  
25 here, that Tremonton's the biggest community in the

1 Valley.

2 Because of our growth residentially, and  
3 industrially, and commercially, we were needing more  
4 water. And so in November 2008 we had a hydrologist  
5 do a study, what we call a "well-siting study," where  
6 we looked at from the west side of the Valley, through  
7 the center of the Valley, to the east side of the  
8 Valley, where would be the best place to place a well.

9 And mainly looked in a lot of our springs  
10 down by the Bear River. Looking up by our water  
11 storage tanks just right here outside of Deweyville.  
12 And what we came up with was Deweyville had recently  
13 drilled a well. And they were able to pump  
14 750 gallons a minute out of that well.

15 We were gonna be halfway between that  
16 Deweyville well and the existing David Z. Thompson  
17 well, 1986 well. And in the records that well showed  
18 to produce about 2,300 gallons a minute. So we were  
19 looking to site a well. And everyone knows that when  
20 you site a well, what is it? It's a gamble. Because  
21 you never know what is actually in the ground. You  
22 don't know what the quality is.

23 Well, David had a well that had high-quality  
24 water. And from his original tests showed to be --  
25 would pump 2,300 gallons a minute. So I went to my

1 city manager at the time was Rich Woodward, and to  
2 Mayor Weese, Max Weese, and I said, You know, why  
3 don't we talk to David and see if he's willing to sell  
4 us his well or do something with his well.

5 Because we knew how many, you know, we knew  
6 roughly it was 30 homes up in the Cedar Ridge  
7 Subdivision. So Mayor Weese called David Thompson to  
8 see if he could set up a meeting with him. And in  
9 January of 2009 -- I don't know if David remembers  
10 this -- he came down to Rich Woodward's office. And  
11 we sat in Rich Woodward's office and we said, David,  
12 how are you open about selling your well?

13 And he says, I would love to be out of the  
14 water business.

15 Do you remember saying that, Dave?

16 MR. THOMPSON: Uh-huh.

17 MR. FULGHAM: I would love to be out of the  
18 water business. And at that time all I knew was that  
19 David was a private water company. When I say  
20 "private," you have some different types of private  
21 water companies.

22 You have privately owned which are mutually  
23 owned, which -- and I'm talking from the water -- from  
24 the State Division of Water -- Drinking Water. They  
25 look at systems as private for profit, private

1 nonprofit, mutually owned.

2           So I didn't really know how Dave was set up,  
3 but I knew he wasn't a mutually-owned company. And  
4 from what the State would tell us, he was a private  
5 company. And so in my mind everything belonged to  
6 David.

7           The water rights were all in David's name.  
8 All the mailing from the Division of Drinking Water  
9 went to David Thompson's home. So we approached  
10 David. He said he'd think about it. And we left it  
11 there.

12           I think it took probably two or three months  
13 before David got back to us. I even in the meeting  
14 says, You know, if you want to get out of the water  
15 business that bad, we don't want to own your Water  
16 Company, we don't want to own the pipes in the ground.  
17 But I'd be willing to help -- because I'd dealt with  
18 other mutually-owned water companies -- help you set  
19 up a mutual company where the homeowners would  
20 actually own the Water Company.

21           And here in the Valley you have ones like  
22 Yukon Water, which is a building area. Riverside  
23 North Garland is mutually owned. Marble Hills. Acme  
24 Water Company. So there's several in our Valley that  
25 are mutually owned. Where the shareholders drive that

1 Water Company where they want to go.

2 So during the negotiations we come back, we  
3 start negotiating with Dave. And it worked -- I  
4 changed city managers during that time. We worked all  
5 the way into 2010. But in May of 2009 we signed an  
6 agreement with Dave that he would allow us to pull his  
7 pump and check the well, video the well, and clean the  
8 well.

9 And the reason why we'd do that is we wanted  
10 to make sure that the well was in good shape. That it  
11 would actually pump the water that his initial test in  
12 1986 said. And that when we got through, if we didn't  
13 want it, Dave, Dave had a brand new, clean, scrubbed-  
14 out well that was videoed.

15 And I gave him the copy of the videos. We  
16 tested the well and we came up that we assumed from  
17 our tests that we could get between 12 and 15  
18 hundred gallons a minute out of it, which met our  
19 needs, the City's. We needed three wells in the  
20 future that would pump a hundred -- or 750 gallons a  
21 minute each. So we thought, Okay, this is a good  
22 well.

23 So we put the well back in use. Gave  
24 everything back to Dave. And then we started  
25 negotiations at that point, really, on the sale of the

1 well. And we worked through that summer and into the  
2 winter months, November, and we finally came up with  
3 the agreement. And we worked back and forth.

4 And my whole thing is -- and I don't know  
5 what Dave's perception was, but I wasn't buying the  
6 water rights. And I had to, I had to under -- help my  
7 mayor and city manager understand that. That the  
8 water rights meant nothing to us.

9 And you might say, Well, why do water rights  
10 mean nothing to you? Well, Dave's water rights for  
11 the Cedar Ridge Subdivision or Cedar Ridge Water  
12 Company was for .5 second foot of water. Point 5  
13 second foot of water is equal to roughly 225 gallons a  
14 minute.

15 Now, as a small water company that's a lot,  
16 but as a city that wasn't a lot of water rights. And  
17 during the whole well siting with my engineer and my  
18 hydrologist we were under the perception that our  
19 Valley was open. Our Basin was open.

20 So we could file for new water rights or we  
21 could actually transfer existing water rights that we  
22 owned from our springs. It's in the same drainage.  
23 We could change them to a new point of diversion. So  
24 David's water rights meant nothing to Tremonton City.

25 And that was my perception. And as far as I



1 could tell, at least by the end that was my mayor's,  
2 and my City manager's, and my City counsel's  
3 perception is we weren't acquiring any water rights.  
4 And in my mind David could take whatever leftover  
5 water rights he had and he could transform them to  
6 another point of diversion or do with them what he  
7 want. We really just did not care.

8 Because if you read the agreement -- and I  
9 don't know it verbatim -- but all we did is limit him  
10 to how many new connections he could put on. Which  
11 was -- it was all stated there. The existing plus  
12 another, I think 56. Right, Dave?

13 MR. THOMPSON: Fifty-seven.

14 MR. FULGHAM: Fifty-seven. But in the  
15 agreement you say with those 57 he has to turn over  
16 those water rights to the Water Company, or whoever is  
17 running the system, so that those new homes would have  
18 the water rights.

19 Bottom line, that was it. And in the  
20 agreement we agreed to, to pay Dave his first payment  
21 December 31st of 2009. A second payment in July of  
22 2010. And then a third payment in January of  
23 2000 and -- no. Yeah, 2011 we made our last payment.

24 And in my mind that was what the agreement  
25 stated. We weren't -- we didn't see ourselves as

1 taking any, any right away as far as what precluded  
2 those 57 new connections that we gave the Water  
3 Company a right to hook onto.

4 So that is what my recollection of how we got  
5 to this point. And then in August of last year, 2010,  
6 I came in to the Water Company, with the help of Dave,  
7 to present to you what Tremonton City had done, what  
8 kind of water rate we were gonna charge. And then we  
9 promised that we wouldn't adjust the rate for at least  
10 a year after we started pumping water.

11 We started delivering water to Cedar Ridge  
12 Water Company about December 10th of last year. The  
13 first month I didn't charge you a bill. Then in  
14 January 1 we started reading the meter and assessing a  
15 monthly bill based on that meter reading at 35 cents  
16 per thousand gallons delivered to Cedar Ridge Water  
17 Company.

18 And one reason why we did not -- we told you  
19 we'd give you a year is we had no information as far  
20 as what your water use was. Power consumption was  
21 only based on speculative of what the new system was  
22 gonna pull.

23 So I couldn't say exactly that that water  
24 rate was gonna stay that way. But I told you I'd give  
25 you a year before I ever adjusted it, and then we'll

1 give you 30-day notice before we adjust it. And that  
2 year is coming to a close, so that will happen.

3 But that's what was promised in that meeting  
4 in August of 2010. So.

5 THE COURT: Thank you very much. If I may  
6 ask you a question, please, just for clarification.  
7 So assuming your understanding, which is that you were  
8 buying the well, no water rights, help me understand  
9 how it is that Mr. Thompson was granted in this  
10 agreement the ability to service other properties.

11 Is it -- was it -- well, you just --

12 THE WITNESS: And he made, he made a exactly  
13 true statement. When, when Mayor Weese, because  
14 that's -- when we were working on negotiations he was  
15 our -- he said more or less, No, we -- that's what we  
16 want.

17 And Dave says, Well, I want to be able to  
18 develop more property.

19 And Mayor Weese says, No, you can't.

20 And then everyone kind of parted ways. And I  
21 went back to Mayor Weese and I says, You know, look,  
22 that little bit of additional water, just like that  
23 225 gallons, I said, that little bit of more  
24 additional water isn't gonna put a detriment to that  
25 well.

1           So the mayor started then negotiating with  
2           Dave again. As Dave stated, I think he asked him,  
3           said, Well, we'll allow you 25 first, and then, then  
4           we ended up with a negotiation of 56.

5           And then -- and Dave knows this -- we put a  
6           sunset date. That said if those lots aren't filed for  
7           development with the County by 2025, I think it was,  
8           we had a 15-year date, then the agreement's off. And  
9           he can't develop those additional 57 lots or whatever  
10          he hadn't developed at that time.

11          Is that not right, Dave?

12          MR. THOMPSON: Yeah, there is a sunset date.

13          THE COURT: Okay, let's, let's -- your --

14          MR. FULGHAM: I'm doing this wrong.

15          THE COURT: Yeah. Your objective right now  
16          is, is to testify. You don't --

17          MR. FULGHAM: And that's, that's my --  
18          without looking up the agreement.

19          THE COURT: Yeah. You're doing a, you're  
20          doing a fine job and I appreciate your help. So let  
21          me, let me make sure I'm understanding this correctly.  
22          So in order to make the deal work Tremonton was  
23          willing to give up some of its own water, which it was  
24          gonna divert into that well, to give to Mr. Thompson  
25          to use at a later time for developing property?

1           MR. FULGHAM: No, you're looking at the well  
2 a little different than what we looked at it.

3           THE COURT: Okay.

4           MR. FULGHAM: We looked at a well that had a  
5 capacity before we test something at 2,300 gallons a  
6 minute. We had the idea of pumping it at 750 to 1,000  
7 gallons a minute, based on what we were gonna need to  
8 withdraw out of the well and have a right for Cedar  
9 Ridge to pull out.

10           So that little bit more that Cedar Ridge was  
11 gonna be pulling out wasn't gonna make us a little  
12 bit -- not enough difference to put an end to the  
13 deal. That, that was what I looked at, is the little  
14 bit that was gonna be diverted for Cedar Ridge wasn't  
15 enough to kill the deal.

16           THE COURT: Okay. But --

17           THE WITNESS: But it was gonna be their  
18 water. If -- their water right, I guess I can say.  
19 Because legally this is, this is water -- and as I  
20 told Dave before, legally we could have went to the  
21 State and says, We want to pull water out of that  
22 well. Because that well was capable of putting out  
23 more.

24           Now, we would have had to go to a legal  
25 battle from Dave to be able to do that. But he had a

1 well and a right, a point of diversion, that wasn't  
2 being put to its full use. To its full beneficial  
3 use.

4 But that's not the right way to do something.  
5 You can do it legally, going and file on someone's  
6 right that they're not using, but that's not the  
7 friendly way to do it. So we went and said, Dave  
8 let's buy your well.

9 And the little bit extra that it was gonna  
10 take for those additional 57 connections is not a lot  
11 of water in the big scheme of things when you're  
12 looking at what a well will produce.

13 THE COURT: Sir, you mentioned that there was  
14 a sunset clause on developing. I'm gonna hand you the  
15 water well purchase agreement. Can you show me where  
16 that is mentioned in there?

17 THE WITNESS: Yeah. Let me...

18 I had it pointed out the other.

19 MS. SCHMID: If I may, perhaps the witness  
20 would like to check --

21 THE WITNESS: Yeah, it's.

22 MS. SCHMID: -- clause 3.04.

23 THE WITNESS: Page 4, 3.04, right here. Is  
24 where it talks about that.

25 THE COURT: Okay.

1 THE WITNESS: And so he doesn't have to have  
2 them built, he has to have those lots recorded at the  
3 County by that date.

4 THE COURT: Okay. Thank you very much.  
5 Appreciate your testimony very much, sir.

6 THE WITNESS: Okay.

7 THE COURT: I imagine there are gonna be  
8 questions of the Company and of the Division.  
9 Mr. Kapaloski, would you like to?

10 MR. KAPALOSKI: Yeah, can I, if I may?  
11 Thanks.

12 CROSS EXAMINATION

13 BY MR. KAPALOSKI:

14 Q. You made a comment a minute ago, just  
15 recently, about the good way or the, not the legal  
16 way, or the better way. Let me ask it this way. Were  
17 you the only one involved in the negotiations with  
18 Mr. Thompson?

19 A. No. It was -- mainly me and the mayor were  
20 the big ones involved.

21 Q. Okay.

22 A. Mayor Weese.

23 Q. And you were aware of his water rights at the  
24 time --

25 A. Yes, we --

1 Q. -- that he filed?

2 A. We looked up to see what was the water rights  
3 tied to that well at that point.

4 Q. Okay. And so was that ever a topic of the  
5 discussion and negotiations?

6 A. I can't say for a fact. It might have been  
7 at the first.

8 Q. But it was --

9 A. You know.

10 Q. -- part of -- okay.

11 A. It could have been.

12 Q. But you don't know for sure?

13 A. I don't know for sure, because --

14 Q. I understand.

15 A. -- those were all negotiations. So nothing  
16 was really recorded until we started negotiating on  
17 this and that. And I don't have copies of all the  
18 first negotiations because, bottom line, it was that  
19 orig -- that last one that had the stamp on it that  
20 meant anything to me.

21 Q. Okay.

22 A. So we may have discussed water rights. But  
23 when it come down to it I just simply told the mayor  
24 we didn't need those water rights.

25 Q. You made it -- I understand that. And I'm



1 not trying to lead what you just said.

2 A. Yeah.

3 Q. But you said just a moment ago that there's  
4 legal ways and then there's good ways to resolve  
5 issues relative to water rights?

6 A. To water rights.

7 Q. Will you explain what you?

8 A. If you have a source that you're not putting  
9 to the full beneficial use, someone can come in and  
10 file against that source to, to take it out of there.  
11 You know? And someone coulda come onto Dave's source  
12 and said, You know, here's a source here that says it  
13 can produce 2,300 gallons a minute and it's not being  
14 put to its full use, so let's file against it and see  
15 if we can get some of that.

16 Q. So -- okay. At the time you were aware he  
17 had a filing --

18 A. Uh-huh.

19 Q. -- and it wasn't totally being used, but  
20 it -- and I'm not putting words. You understood it  
21 was --

22 A. Yeah, it wasn't --

23 Q. -- a valid right?

24 A. Yes. He had a filing for -- and he, he  
25 looked in the filing. It says .5 cubic feet per

1 second, CFS, R325 -- I think it's 325 --

2 Q. Acre feet?

3 A. -- connections.

4 Q. Connections? I'm not sure --

5 A. Well, it talks about residential units --

6 Q. -- connections -- okay.

7 A. -- is what it talks about.

8 Q. So you understood that. And again, you're  
9 here as one individual. We don't have the other  
10 parties that were present in the negotiations.

11 A. No.

12 Q. But you just testified that there -- how do I  
13 ask this question? You were aware of the water filing  
14 that was there. And there were two ways to deal with  
15 that. One was a legal. And I'm not trying to -- we  
16 can go back and look at what you said.

17 A. Well, yeah, like I said, there's ways legally  
18 you can go and get someone's water if they're not  
19 putting it all to beneficial use.

20 Q. Okay.

21 A. It's not the friendly way.

22 Q. Right.

23 A. And we didn't -- Tremonton City never  
24 proceeds that way. It's just not the way we do  
25 business. People might think that we do that, but we

1 don't do that. Annexation or anything. Annexation  
2 doesn't occur unless someone approaches the City and  
3 are willing to go through all the hoops to get there.

4 Getting water rights are the same way. So  
5 you usually end up spending more money on attorney  
6 fees than if you would just to go out and drill a  
7 well.

8 Q. Okay.

9 A. Well, I'm just saying --

10 Q. No, I --

11 A. -- look at it from my standpoint.

12 Q. I'm sorry, I'm not --

13 (The speakers were talking over one another  
14 and had to be interrupted.)

15 THE WITNESS: And I'm not beating up on  
16 attorneys, I'm saying the legal costs a lot of money.

17 Q. (By Mr. Kapaloski) I understand that. So  
18 what I'm asking you, from your perception as one of  
19 the parties that was involved -- not the only party,  
20 but one of the parties involved -- you were aware that  
21 there was a water right that existed. And my question  
22 is, was that part of the negotiation in the dealings  
23 with Mr. Thompson?

24 A. In my mind, it wasn't.

25 Q. But you're not aware of what all the other

1 parties --

2 A. And I can't say what Mayor Weese was  
3 thinking.

4 Q. I understand.

5 A. I mean, I do know what my new city manager  
6 was thinking. When I told him I was buying a hole in  
7 the ground he had a hard time grasping that. We  
8 weren't even buying a piece of property. Because part  
9 of the agreement, you'll look in the agreement, we had  
10 to have Mr. Thompson get an easement for where the  
11 well actually set because there was never a recorded  
12 agree -- or easement at the County for that well site.

13 Q. Yep. I understand.

14 A. And all we was buying was the casing, which  
15 is the 16-inch piece of pipe, and the hole that went  
16 down to the water. In my mind.

17 Q. I understand. And --

18 A. And at the end of the negotiations that's all  
19 we bought, was that hole in the ground. And probably  
20 the electrical transformer, maybe. It talks about  
21 some of the facilities. That would have been the  
22 facilities, the electrical system that went to that  
23 well that we utilized.

24 Q. So let me ask this question. If there was  
25 a -- you were aware of the water right. And you're

1 saying -- I don't want to put words in your mouth.

2 But you said you were aware of that. And one way to  
3 deal with it is legally to dispute that water right,  
4 or do it I think you said the friendly way?

5 A. Yeah. Where you actually come into agreement  
6 and purchase something outright.

7 Q. And I want to be careful about asking this.  
8 If there is no other water rights on the well except  
9 the water rights that are preserved in the agreement,  
10 and Mr. Thompson is limited to only that amount, isn't  
11 that in a way -- this is my question -- could that not  
12 have been a way or a reason that the water right was  
13 relinquished?

14 A. In my mind we never said, Dave, you have to  
15 retire those water rights. We never did. All we said  
16 is, You're limited to what you can use out of that  
17 well.

18 Q. That's --

19 A. Out of that well in the future.

20 Q. That's my point. So --

21 A. We didn't -- yeah. We didn't tell him what  
22 he had to do with the water rights.

23 Q. If you said he was limited to only that  
24 amount of water, by my thought -- and you tell me your  
25 sense -- that would mean he would have no more rights

1 to that well beyond what was in the agreement.

2 A. Absolutely.

3 Q. And so --

4 A. Absolutely.

5 Q. -- he had, as I understand from you,  
6 initially 325 connections. In the negotiations the  
7 contract limited his ability to take that 325  
8 acre -- or not -- EDUs out of that well.

9 A. Out of that well.

10 Q. And he was limited, in Section 3, paragraph 3  
11 I think we referred to it, to only have that much  
12 access to the well. In other words, he --

13 A. As, as far as that well is concerned, those  
14 water rights that were extra from those original 33  
15 plus the 57, he had no right to that well with those  
16 rights.

17 Q. By that agreement. So --

18 A. By that agreement.

19 Q. So -- and my question is, was not water  
20 rights -- these water rights part of the negotiation,  
21 or can you testify to that?

22 A. Well, the non-use of them I guess were.

23 Q. Okay. I think --

24 A. Meaning we said, You can't use any more.

25 But.

1 Q. I understand that.

2 A. So.

3 Q. So there was -- okay.

4 MR. KAPALOSKI: That's all I have, your  
5 Honor.

6 THE COURT: Ms. Schmid?

7 MS. SCHMID: Thank you. I have just a few  
8 questions.

9 CROSS EXAMINATION

10 BY MS. SCHMID:

11 Q. So just to refresh my memory, is it your  
12 testimony that Tremonton City bought a hole in the  
13 ground, not a hole in the ground and water rights?

14 A. We bought a hole in the ground and the pipe  
15 going down to the hole -- to the water.

16 Q. Is it your understanding that if someone has  
17 a water right that can be taken at point -- taken out  
18 of the ground at Point A, that that person can ask the  
19 state engineer for permission, which may or may not be  
20 granted, for that amount of water to be taken out of  
21 Point B?

22 A. Absolutely. It's called a change in the  
23 point of diversion.

24 Q. Do you recall if the water right associated  
25 with the hole in the ground, if you -- sorry, back up.

1 Do you recall if Mr. Thompson's water right associated  
2 with the hole in the ground and appurtenances that  
3 Tremonton City contained one or two diversion points?  
4 If you recall.

5 A. I don't recall. You know, I -- we knew about  
6 the 1976 well. And that, if you look at the water  
7 rights, there's a lot of changes where water can be  
8 taken out of the '76 well, but the same water can be  
9 taken out of the '86 well, from what I understand in  
10 that water right.

11 So it changed the point of diversion, but it  
12 kind of -- it's kind of confusing where it kept a  
13 point of diversion also.

14 Q. You talked earlier about how Tremonton City  
15 needed more water rights. And if I can paraphrase,  
16 just for brevity and hoping to move things along.  
17 That Mr. Thompson's 325, or the, the 26 or however  
18 many, and the 57 was just a drop in the bucket, if I  
19 can say?

20 A. Well, looking at the water use that Tremonton  
21 City has.

22 Q. Okay.

23 A. And our, our connections and, you know, the  
24 amount of residents we have, it's just a small drop.

25 Q. Did Tremonton City af -- sorry. After the



1 well purchase agreement was executed, which was the  
2 5th day of March, 2010, did Tremonton City file the  
3 appropriate water rights in the Basin?

4 A. Yeah, we had filed before then.

5 Q. Okay. To the extent that you could recall,  
6 could you tell us the amount of water Tremonton City  
7 sought?

8 A. We sought enough flow for 1,200 gallons a  
9 minute, I think is what we sought for, through the  
10 Division of Water Rights. Which we haven't received  
11 yet because we had a couple of protestors that  
12 protested the taking of the water.

13 Q. If I calculate, roughly, the 12,000 gallons  
14 per minute, does it --

15 A. Twelve hundred gallons a minute.

16 Q. Sorry, 1,200 gallons. That's a big  
17 difference. Twelve hundred gallons per minute, does  
18 that calculate down to about 200 and -- 2,424 acre  
19 feet?

20 A. That's, that's probably what we filed for.

21 MS. SCHMID: Thank you, those are all my  
22 questions. Thank you.

23 THE COURT: Do any of the intervenors have  
24 questions for the witness?

25 MS. WISER: Lori Wiser.

1 THE COURT: Ms. Wiser, please go ahead.

2 CROSS EXAMINATION

3 BY MS. WISER:

4 Q. Did you or Tremonton City direct David to  
5 forfeit water rights in order to enter into the  
6 agreement to purchase the well? Did you ask him to  
7 forfeit his rights?

8 A. We didn't ask him to forfeit, we just limited  
9 him to what he could do with the additional 57  
10 connections. So it can be looked at as that he had to  
11 forfeit that, but we didn't tell him what he had to do  
12 with it.

13 Q. So do you --

14 A. We just said it couldn't come out of this  
15 well.

16 Q. Do you recognize that he had other options  
17 with his rights, not just to forfeit?

18 A. Well, as a full-time water person, I say yes.  
19 But I don't, I don't know what Dave's thoughts were.

20 Q. I'm just asking you --

21 A. Yeah.

22 Q. -- do you recognize that?

23 A. Yeah. I recognize that you can move water  
24 rights to a new point of diversion.

25 MS. WISER: That's all.

1 THE WITNESS: You can, you can file for whole  
2 new rights and move all the rights to a new point of  
3 diversion. Doesn't mean it's gonna be granted, but  
4 you can file for that.

5 THE COURT: Thank you. Any other questions?

6 MS. ANDERSON: Barbara Anderson.

7 CROSS EXAMINATION

8 BY MS. ANDERSON:

9 Q. I'm just gonna ask, if Mayor Weese and you  
10 were there how much did Mayor Weese know about water,  
11 or did he rely upon you for his expertise?

12 A. Well, he relied on me. That's why he hired  
13 me. Because he was our mayor. Or, you know, he was  
14 our mayor. And that's why they have staff is to help  
15 guide them and things. Though we also used our --  
16 utilized our attorney, Justen Ericksen.

17 And also utilized our engineer, Chris  
18 Breinholt, with Jones & Associates. So we utilized  
19 other professionals during the whole negotiations, but  
20 they weren't always present.

21 THE COURT: Any other intervenors? Sir?

22 MR. HOGAN: Eugene Hogan, I'm an intervener.

23 CROSS EXAMINATION

24 BY MR. HOGAN:

25 Q. Did David always have a lawyer present to

1 negotiate this? Was there always a lawyer involved?

2 A. Well, David's lawyer was never present with  
3 us. But when we got further into the negotiations, at  
4 least by, I want to say November or December, I just  
5 can't remember --

6 Q. Of what year?

7 A. That would have been in 2009, I believe. By  
8 then I think we were all using attorneys because we  
9 were trying to hammer out the agreement and how it  
10 should read. And -- this is my opinion, but.

11 THE COURT: Any other questions from  
12 intervenors? Sir?

13 SPEAKER FROM THE AUDIENCE: As a water user  
14 can I ask a question?

15 THE COURT: Are you an intervener?

16 SPEAKER FROM THE AUDIENCE: I'm not an  
17 intervener.

18 THE COURT: Okay. You do not have the right  
19 to cross examine him. Anybody else?

20 Okay. Thank you sir.

21 Ms. Schmid?

22 MS. SCHMID: The Division would now like to  
23 call Ms. Shauna Benvegna-Springer as its witness. May  
24 she please be sworn?

25 THE COURT: Yes, she may.

1 (Ms. Benvegna-Springer was duly sworn.)

2 THE COURT: Thank you. Please proceed.

3 SHAUNA BENVEGNA-SPRINGER,

4 called as a witness, having been duly sworn,

5 was examined and testified as follows:

6 DIRECT EXAMINATION

7 BY MS. SCHMID:

8 Q. Ms. Benvegna-Springer, for the record could  
9 you please state your position, by whom you are  
10 employed, and business address?

11 A. My name is Shauna Benvegna-Springer. I'm  
12 employed by the Utah Division of Public Utilities as a  
13 utility analyst. My business address is 160 East 300  
14 South, Fourth Floor of the Heber Wells Building, Salt  
15 Lake City, Utah.

16 Q. In the course of your employment with the  
17 Division have you participated in this docket  
18 involving Cedar Ridge's request for a rate increase?

19 A. I have.

20 Q. Could you please briefly describe your  
21 involvement in this matter?

22 A. Yes. I was an analyst in reviewing the  
23 records of the corporation. I reviewed their  
24 application for the rate increase. We visited the  
25 site on several occasions. Did the calculations for

1 the rate design itself.

2 Also reviewed all of the records pertinent to  
3 the assets of the corporation. Reviewed the bank  
4 statements and the general ledger of the corporation  
5 to identify which expenses/transactions were pertinent  
6 to the rate case itself.

7 Q. Included in those efforts did you discuss --  
8 and I'm not referring to any sort of settlement  
9 discussions -- but did you discuss issues with both  
10 the rate company -- sorry, the water company,  
11 interveners, and customers?

12 A. I did.

13 Q. Did you prepare or cause to be prepared a  
14 memorandum filed September 12th which contained the  
15 Division's initial recommendation in this docket?

16 A. I did.

17 MS. SCHMID: I would like to request that  
18 that document, which unfortunately I do not have clean  
19 copies of, be premarked for identification in our  
20 minds as DPU Exhibit 1.0.

21 Q. (By Ms. Schmid) Ms. Springer, did you also  
22 prepare or cause to be prepared what I have premarked  
23 and distributed as DPU Exhibit No. 2, which is the  
24 Division's Final Recommendation dated November 14th of  
25 this year?

1 A. Yes, I did.

2 Q. Do you have any statements you'd like to make  
3 or corrections to that memorandum that you'd like to  
4 introduce into the record?

5 A. Yes, I do.

6 Q. Please proceed.

7 A. On November 17th the Division filed an  
8 amended filing that instructed the Commission to  
9 replace Exhibits 2.1 through 2.9 with corrected  
10 exhibits. The reason for that was during the process  
11 of reviewing the information additional information  
12 was coming in at a very late time, and there were a  
13 number of reiterations that were being done based upon  
14 new information coming in.

15 The corrected exhibits, Exhibits 2.1 through  
16 2.9, on 2.1 the correct exhibit will show, under  
17 Annual Capital Reserves, the amount of \$12.25 per  
18 landowner per month that should be going into the  
19 capital reserve account.

20 Also under the net loss -- net gain or loss  
21 amount on the first section of Exhibit 2.1 it will  
22 show under the DPU's proposed column the amount of  
23 2,778 as the proposed net gain for the corporation.

24 On November 22nd, which was today, additional  
25 information was also coming in from Friday

1 November 18th as to additional costs and loan  
2 information that the corporation had transacted. And  
3 as a result, the Division made recommendations  
4 regarding those transactions and those loans.

5 Q. Has the Division's memorandum dated  
6 November 22nd been premarked for identification as DPU  
7 Exhibit No. 3.0?

8 A. It hasn't.

9 Q. Let me show you where it has.

10 A. Okay.

11 THE COURT: We've received a copy.

12 MS. SCHMID: Thank you.

13 THE COURT: So marked.

14 THE WITNESS: Thank you.

15 MS. SCHMID: The Division requests that DPU  
16 Exhibits 1.0, 2.0, and 3.0 be entered as exhibits in  
17 this case.

18 THE COURT: Any objection Mr. Kapaloski.

19 MR. KAPALOSKI: No.

20 THE COURT: So entered.

21 (Exhibit Nos. DPU-1.0, 2.0, and 3.0 were  
22 admitted.)

23 MS. SCHMID: Thank you.

24 Q. (By Ms. Schmid) Ms. Benvegna-Springer, have  
25 you heard Mr. Thompson and -- I've forgotten your



1 name -- the man from Tremonton, Mr. Paul Fulgham, talk  
2 about water rights?

3 A. Yes.

4 Q. Did your duties in this docket include  
5 learning about water rights, diversions, and  
6 forfeitures?

7 A. Yes, it did.

8 Q. Do you have any comments you would like to  
9 make?

10 A. Yes. The Division contacted the Division of  
11 Water Rights and met with the state engineer, Kent  
12 Jones, and Boyd Clayton, who was the assistant state  
13 engineer, and reviewed the file of the water rights  
14 owned by Mr. Thompson.

15 We also reviewed the water rights that were  
16 filed by Tremonton City. The water rights that  
17 Mr. Thompson indicated that were associated with the  
18 well had a beneficial use date of March 31, 2011, that  
19 it needed to show that it had put those water rights  
20 into beneficial use.

21 As others have said tonight, if you do not  
22 use -- put those water rights into use you run the  
23 risk of losing the water rights or having the water  
24 rights expire. In a court it would actually show that  
25 you would forfeit them.

1           The Division of Water Rights works with the  
2 owners of these water rights to maintain --  
3 particularly those that have very old priority dates.  
4 In this case Mr. Thompson had a water right priority  
5 date of 1981. And normally in the course of, if water  
6 rights are sold, or conveyed, or transferred the water  
7 right would be split and conveyed or transferred  
8 ownership to, in this case, Tremonton City.

9           But that was not done because the water  
10 rights were not sold. It's the Division's position  
11 that the water well agreement sold the well with the  
12 casing, the electrical work, the pump even, for that  
13 matter, which they gave back.

14           Everything related to that water well,  
15 exclude -- not including the water right. Because the  
16 water rights can be transferred to other points of  
17 diversion, which Mr. Thompson had that opportunity to  
18 do. He still could have done that through an  
19 application prior to the March 31, 2011, date.

20           For whatever reason he had, he felt that he  
21 could not do that. And -- but he still had that  
22 opportunity to still, still own those 260 acre feet of  
23 water in another point.

24           He could have -- that particular water right,  
25 29-2768, had two points of diversion on it. One was

1 the, what I'm gonna refer to as the "second well"  
2 that's up on the hill, plus the third well, which  
3 Tremonton City purchased.

4 But he could have removed that point of  
5 diversion and just used the water rights from -- at  
6 the other point. And he could have developed that  
7 other well and still continue to use that water right  
8 without having to go to the engineer for approval or  
9 anything because that point of diversion still resided  
10 on that water right.

11 Again, it's the Division's position that the  
12 well agreement states very clearly, and the agreement  
13 was what was the result of the negotiations for the  
14 \$190,000 of consideration a well was sold.

15 Q. Do you know if the Basin is still open for  
16 appropriation requests, or if all the available water  
17 rights have been applied for?

18 A. No, the Basin is still open for application  
19 to water rights.

20 Q. Do you know what happens when water rights  
21 are forfeited for non-use?

22 A. Yes. If they are forfeited for non-use or  
23 have not been put to beneficial use, if the owner has  
24 not applied for a change or an extension, the water  
25 rights will expire. And the water rights will go into

1 a pool, if you will, of available water rights in that  
2 particular region. In this case in the Basin area.  
3 The Bear River Basin area.

4 Q. You've also heard testimony about the cost of  
5 the well tonight. Do you have any comments you would  
6 like to make on that?

7 A. Yes, I do. In reviewing the cost of the well  
8 I went back and reviewed the general ledger  
9 transactions for the period of 1985 going forward  
10 through 19 -- I believe it was 1991 when the final  
11 payments on the pump and everything for that well were  
12 complete.

13 The cost for the well, the cost for the well,  
14 according to the records of the corporation, there was  
15 \$361.94 for parts, \$1,200 for controls, \$8,614.27 for  
16 the pump, \$330 for the backhoe, \$195 for a crane,  
17 \$36,000 -- \$36,354.01 for drilling, to lease drilling,  
18 \$65.06 for welding, \$1,815.60 for labor and for the  
19 power line, and an additional \$4,135.30 for piping.  
20 That total is \$53,071.18.

21 In addition there were -- the corporation  
22 purchased nine -- purchased the lot that the well sits  
23 on for \$9,000. Interest, as you've heard some express  
24 tonight that there was loans that were taken out in  
25 order to finance the acquisition and construction of

1 the well.

2 The loans were taken out -- were borrowed  
3 from Mr. Thompson's brother, John Thompson, in the  
4 amount of \$25,000. Initially there was a \$15,000,  
5 plus a \$5,000, plus an additional \$5,000 loan, for a  
6 total of \$25,000.

7 And there were additional loans that  
8 Mr. Thompson gave. And there were, there were loans  
9 from 22 of the customers at the time, according to the  
10 records of the corporation, that loaned \$1,250, for a  
11 total of \$27,500.

12 The interest, when items of this nature are  
13 purchased and acquired the interest should be  
14 capitalized. Interest on the, on the purchase of that  
15 well, because it was paid over a large period of time,  
16 I don't -- I believe, in reviewing the records, the  
17 last payments were not completed until 2008.

18 And with that there was interest of \$18,472  
19 that went to John Thompson, an additional \$2,262.64  
20 that went to Mr. Thompson, and an additional \$15,648  
21 in interest that went to the customers for 7  
22 customers. Additional 5 customers received  
23 \$15,742.72. And there were -- that total is for the  
24 12. There were others of the 22 that also received  
25 interest.

1           For those -- and I was not able to calculate  
2           what that interest was on their payments. But the  
3           total amount that currently has been recorded with the  
4           corporation is in excess of \$96,000 for the total cost  
5           of the well that the corporation purchased. Not the  
6           \$45,000 as Mr. Thompson indicated.

7           Q.    Do you have a brief summary of the Division's  
8           final recommendations and the supplemental conclusions  
9           that the Division has drawn and filed in exhibits  
10          marked, and identified, and admitted as Exhibits 2 and  
11          3?

12          A.    Yes, I do.

13          Q.    Please proceed.

14          A.    Okay. I would like to refer to the  
15          memorandum dated November 14, 2011. Currently the  
16          Division's position is that, as I'll restate again,  
17          the corporation purchased the well. The well that was  
18          sold to Tremonton City in exchange for \$190,000 was a  
19          corporate asset.

20                The \$190,000, although Tremonton City  
21          indicated that because Mr. Thompson owned the  
22          corporation they issued that check to Mr. Thompson,  
23          it's the Division's position that the \$190,000 should  
24          be deposited back into the corporate records as  
25          proceeds from the sale of the well.

1           Because the corporation would have the  
2     \$190,000 as a reserve amount, the Division feels that  
3     there are a number of loans that are currently on the  
4     books -- on the corporation's books.

5           In Exhibit 2.10 that's attached to the  
6     memorandum dated November 22nd you will see that it's  
7     labelled as 2.8, because the top part is from  
8     Exhibit 2.8, the bottom part is Exhibit 2.10. And the  
9     difference between the two sections is what actually  
10    has been reported on the corporation books.

11          The bottom part is what the Division is  
12    recommending that the Commission order. Which shows  
13    that the interest rate, because it is not an  
14    arm's-length transaction, it's -- they're loans that  
15    are from either the Thompson & Son Cabinet Company, or  
16    Mr. Thompson himself, or from his wife Trudy, or from  
17    his brother John Thompson, they are not arm's-length  
18    transactions. They are transactions from relatives or  
19    from himself.

20          And because of that, the IRS has identified  
21    the rate of 3.5 percent as the interest rate for those  
22    types of transactions. We are recommending that that  
23    interest rate is the interest rate that he use and  
24    allows, rather than the 12 percent or the 7 percent as  
25    the promissory notes have indicated.

1           In addition, Mr. Thompson submitted  
2   information regarding his hours for calendar year  
3   2010. And also hours for bookkeeping services and use  
4   of his office and supplies for the calendar year 2010.  
5   The Division reviewed that. We find that the hours  
6   that were submitted are reasonable, the 176 hours are  
7   reasonable.

8           We don't find that the rate used of \$75 per  
9   hour is not reasonable. It's unreasonable and unjust  
10   because, as you compare water master rates throughout  
11   the state, water masters are not paid \$75 an hour.  
12   The average that we calculate is at \$25 an hour. And  
13   we feel that that is just and reasonable to be  
14   included as a corporate cost, rather than the \$75 per  
15   hour.

16           Also the \$25 that was charged -- I'm sorry.  
17   There was an amount of 3,000, um...

18           There was an amount of \$2,125 for the use of  
19   the office, and office equipment, and supplies, and so  
20   forth billed at 85 hours. Normally office space is  
21   charged at square footage rates. There is not  
22   documentation that supports the calculation for the 25  
23   per hour in that cost of the \$2,125. And because it  
24   was not substantiated we are requesting that that also  
25   be disallowed at this time.



1           The Company has paid \$27,000, the exact  
2 amount is \$27,247 in legal fees and 200 -- \$2,226.50  
3 in accounting fees. We find that the accounting fees  
4 are appropriate for the CPCN. But the \$27,247, the  
5 only amount that was documented was \$2,673 plus  
6 \$17,025 that could be justified related to the order  
7 to show cause and to the certificate for public  
8 convenience and necessity.

9           The Division's position is that the \$2,673 in  
10 legal fees should be disallowed because it's related  
11 to the order to show cause. The Division has been  
12 working to get Mr. Thompson and Cedar Ridge Water  
13 Company in compliance since May of 2004. And due to  
14 that we believe that if Mr. -- if the corporation  
15 would have cooperated, the \$2,673 would not be  
16 necessitated as a cost to the corporation; therefore,  
17 we feel that that should be disallowed as a cost to  
18 the corporation.

19           We recognize that the \$17,025 is a cost for  
20 the legal fees to the corporation for the CPCN. As  
21 such, the corporation took out loans to pay those.  
22 And so we have disallowed or -- we have disallowed  
23 \$10,222 in attorney fees that are either not  
24 documented or are part of the 2,020 -- \$2,625.

25           And we have disallowed \$10,950 for the water

1 master rate and the office and use expense that has  
2 not been substantiated. Those two amounts were  
3 deducted from the outstanding loans that were made  
4 during 2011.

5 And as you'll see the -- in the bottom  
6 section the amount that the Division recognizes is  
7 42,328, with interest related to that, less the  
8 payments that were made. So we recognize that  
9 \$31,043.30 would be the amount of loans that should be  
10 recorded on the books and that should be paid with  
11 the, with the proceeds from the \$190,000 water sale.

12 We also recommend that the installation of  
13 the meter installation of \$49,500 also be bore out of  
14 the \$190,000 by the corporation as the original cost  
15 of installation. When Mr. Thompson initially built  
16 the system it cost in -- from 1977 through 1981 the  
17 cost for all of the infrastructure amounted to  
18 \$212,000 plus some change. And I have that documented  
19 in the November 14th memorandum.

20 That 214 -- \$212,000 is called contributed  
21 aid in construction to the corporation. And the  
22 reason for that is because the improved lots that he  
23 sold were sold at a higher value than the raw land  
24 that he obtained.

25 I believe he sold them for around \$14,000 a

1 lot. The, the -- when he obtained the lots it was  
2 valued considerably less than that as raw land. And  
3 as a result he recouped the cost of that 212. So even  
4 though his argument is that, Well, I did it for  
5 nothing and I donated all this, all this  
6 infrastructure, there were labor costs included into  
7 the 212,000. Again, he recouped those costs through  
8 the sale of his lots as an improved lot.

9 The original cost of the meters would have  
10 been also recovered through the sale of the lots.  
11 Although he won't be able to do that now because, of  
12 course, it's after the fact. But the original cost  
13 should be bore out of that proceeds of the \$190,000.

14 Replacement costs of the meters and  
15 installation over the next 35 years will be built into  
16 rates through depreciation. And through -- we use the  
17 depreciation amount as the amount that would then go  
18 into the capital reserve account.

19 So even though most people would recognize  
20 depreciation as simply a book value, we recognize it  
21 as the amount that needs to go into the capital  
22 improvement reserve account and be protected for  
23 future replacement of the infrastructure.

24 Just so to -- I want to talk a little bit  
25 about the special assessment fee that was issued by

1 the corporation on April 9, 2010. The sale of the, of  
2 the well occurred March 5, 2010, and so the proceeds  
3 that should have gone back to the corporation should  
4 have been used to help repair the pumps and so forth,  
5 instead of having loans taken out by Mr. Thompson to  
6 the cabinet shop in the amount of about 30,000 for the  
7 pump that broke down on that well that eventually sold  
8 to Tremonton City.

9 The special assessment was as a result of  
10 taking 30,000, roughly \$30,000, and dividing it by the  
11 31 customers. Which equalled the 9 -- it rounded up  
12 to \$971. That's what was the special assessment that  
13 was issued. With the threat that if you didn't pay  
14 within 15 days, interest would start to accrue.

15 We find that that action is unjust and  
16 unreasonable and not in the best interest of the  
17 ratepayers, and in the best interest of the  
18 corporation. And so we also recommend that the  
19 Commission order the corporation to issue a credit to  
20 those customers who have not paid the \$970, and to  
21 issue a refund with interest of 3.5 percent on the  
22 \$970 that was paid by customers.

23 The records indicate that thirteen thousand  
24 two hundred and ten thousand dollars was paid. There  
25 is a question as to whether Dan Jensen was a customer.

1 Was he a customer?

2 MR. THOMPSON: Uh-huh.

3 THE WITNESS: Okay. So \$600 of assessment  
4 income was also collected from Dan Johnson, which  
5 brings the amount from 12,610 to 13,620.

6 MR. THOMPSON: I don't remember that exact.

7 THE WITNESS: Okay. That's what the records  
8 indicate. In our recommendation we also strongly  
9 encourage the Commission to implement the capital  
10 reserve account, as we've discussed in our  
11 recommendation. This is procedure that the Commission  
12 has issued in other rate cases so that infrastructure  
13 is protected and is replaced as appropriate.

14 Also I have talked about the meter  
15 installation. We strongly recommend that the meters  
16 be installed as soon as possible. This leads to  
17 another situation that I'll just take a few minutes  
18 about.

19 Currently, based upon a report from Tremonton  
20 City regarding the water usage, in February of 2011  
21 the corporation used 1,618,000 gallons of water, which  
22 was the lowest amount during the past ten months.  
23 This meant that each connection, or each household if  
24 you will, was using on average 1,868 -- 64 gallons per  
25 day.

1           Okay? If you take the 1,618,000 divided by  
2   31 connections for 28 days that's the figure that you  
3   get.

4           During the month of October 2011, just  
5   recently, just this is last month, the corporation  
6   consumed 1,938,000 gallons of water for a period of  
7   28 days. Again, doing that calculation, it  
8   demonstrates that the average household is using  
9   2,232 gallons of water per day.

10          THE COURT: Ms. Schmid, I'm terribly sorry to  
11   interrupt. I know some of this is repetitive from the  
12   prior technical conference and such. And what I'm  
13   wondering is if, given the late hour and the fact that  
14   we would like to be sure to give the opportunity for  
15   those here to give their input, if we could wrap this  
16   up immediately and move to public input so that we can  
17   finalize our hearing tonight.

18          MS. SCHMID: I have just one question I'd  
19   like to ask Ms. Benvegna-Springer. Of course the  
20   technical conference was not on the record, but the  
21   Division's recommendations have been entered into the  
22   record as exhibits --

23          THE COURT: Yes.

24          MS. SCHMID: -- and therefore I believe that  
25   we can stop now and then proceed to other parts of the

1 hearing. But first.

2 Q. (By Ms. Schmid) Ms. Benvegna-Springer,  
3 you've talked about IRS interest, contributions in aid  
4 of construction, capitalization, and other sorts of  
5 accounting terms. Do you have any special education  
6 or expertise that helps you make these determinations?

7 A. Yes. I have been employed by the State of  
8 Utah for nearly 35 years in the capacity as either  
9 deputy director of finance, a budget accounting  
10 officer, a utility analyst, an auditor.

11 My education is from Westminster College in  
12 Salt Lake, with a Bachelor's Degree in Accounting and  
13 a Bachelor's Degree in Management. I also have a --  
14 own a company that does tax preparation for small  
15 businesses. And have done that for nearly 23 years.

16 MS. SCHMID: With that, the Division would  
17 like to make Ms. Benvegna-Springer available for cross  
18 examination, questions from the Commission, or as the  
19 Commission and Administrative Law Judge desire.

20 THE COURT: Mr. Kapaloski, do you have any  
21 questions for Ms. Springer?

22 MR. KAPALOSKI: Not at this point.

23 THE COURT: Thank you. Are there any  
24 questions from the intervenors of Ms. Springer?

25 Okay. Thank you Ms. Springer.

1           Okay, we'll move to the public input portion  
2 of -- oh, let's take a five-minute recess and then  
3 we'll come back and take the public comment.

4           (A recess was taken from 8:28 to 8:35 p.m.)

5           THE COURT: Thank you everyone for staying so  
6 late and seeing this through. We really appreciate  
7 it. And the Commission will really appreciate the  
8 input that you are giving tonight.

9           What I'd like to do is propose a way for each  
10 person who would like to give their input to come up  
11 and stand at the microphone. Introduce themselves so  
12 that the recorder has all of the information recorded.  
13 And to provide your input.

14           And to please keep your input as strictly  
15 input. It is not an opportunity for you to ask  
16 questions or for you to make accusations. It's simply  
17 an opportunity for you to give your input as to the  
18 application as it exists. And keep in mind that this  
19 input is being recorded and will be produced on the  
20 transcript for the Commission to review.

21           And if you have any questions about how this  
22 is going to go, just let me know. But what I was  
23 thinking is that we could just go in order. So I  
24 don't know if everyone wants to speak, but to the  
25 extent that you would I would just ask that -- we'll



1 start over here, and the first person can come up to  
2 the mike and give their input.

3 And please be -- I don't want to cut you off,  
4 but please be brief enough and courteous enough so  
5 that we have an opportunity to give everyone the  
6 opportunity to speak as well.

7 MS. WISER: So I can -- me?

8 THE COURT: Yes. You're welcome to begin.

9 MS. WISER: Okay. My name is Lori Wiser, and  
10 I'm an intervenor. I have a document that we're  
11 passing out that I -- may I ask to have something  
12 submitted into evidence?

13 THE COURT: Yes.

14 MS. WISER: That I would like to have  
15 submitted into evidence. And it's dated November 22,  
16 2011. And I'm not sure if I should read the whole  
17 thing since it's submitted, or just summarize. Is  
18 just summarizing for now okay?

19 THE COURT: Yes.

20 MS. WISER: Okay. There are a few people who  
21 signed this document, and their names can be found on  
22 the second-to-the-last page, and if they're a customer  
23 or an intervenor.

24 And it is the position of the undersigned  
25 that the recommendations developed by the Division of

1 Public Utilities dated November 14, 2011 -- and I  
2 might add that will also include the document we  
3 received today that was like an addendum to that, to  
4 that first document. So that was, what, dated the  
5 22nd? Do you know what I'm talking about.

6 THE COURT: Yes. You're referring to the  
7 Division's document?

8 MS. WISER: That was put out today.

9 THE COURT: Yes.

10 MS. WISER: That would include this as well.

11 THE COURT: Okay.

12 MS. WISER: But we did that -- this before we  
13 had that. We recommend that these recommendations be  
14 adopted, with some stipulations or considerations that  
15 we would like to ask --

16 THE COURT: Ms. Wiser, could you hold just a  
17 moment, please.

18 (A private discussion was held between  
19 Ms. Reif and Mr. Clark.)

20 THE COURT: Thank you David.

21 Ms. Wiser, you -- because you are an  
22 intervenor you have the opportunity to give your  
23 testimony unsworn --

24 MS. WISER: I would like to be sworn.

25 THE COURT: And if you are sworn you are then

1 subject to cross examination. So let's back up.

2 MS. WISER: It's my understanding that what I  
3 say is not considered if I'm not; is that correct?  
4 It's just input? What's the difference?

5 THE COURT: The difference is that you're  
6 subject to cross examination.

7 MS. WISER: I'll be sworn.

8 THE COURT: And your, your public input would  
9 be public input as opposed to a sworn statement.

10 MS. WISER: I will be sworn.

11 THE COURT: Okay.

12 (Ms. Wiser was duly sworn.)

13 THE COURT: Thank you. Please proceed.

14 MS. WISER: Do I start over?

15 THE COURT: Yes, please. My apologies.

16 MS. WISER: So it is the position of the  
17 undersigned, who were found on the back of this  
18 document, that the recommendations developed by the  
19 Division of Public Utilities dated November 14,  
20 2011 -- and in addition would include the additional  
21 memo we received today with added recommendations or  
22 suggestions there -- be adopted, with some  
23 considerations that we would like to present.

24 And to sum up, most of them are exactly in  
25 agreement with what the Division has presented today.

1     However, we have made a suggestion about capping legal  
2     fees at a certain amount listed. And also taking them  
3     out of the -- recommend taking them out of the  
4     \$190,000 instead of our rates. Instead of  
5     assimilating them into our rates.

6             We address leak repairs, meter installation,  
7     loans. Some concerns we have about the loans that  
8     have been made from the Company. We also address the  
9     possibility of considering a mutual company at some  
10    time in the future. But we have some conditions  
11    listed there that would need to be met in order for us  
12    to feel comfortable with that consideration.

13            We address certificates of water shares. And  
14    some ongoing concerns. For example, some outstanding  
15    debts that haven't been satisfied, to our knowledge.  
16    Some former customers that, that paid, as listed, for  
17    the well that was sold to Tremonton to loan money  
18    haven't been repaid.

19            And there are six concerns that we would just  
20    like to have addressed that are listed there. We  
21    respectfully ask that the Commission consider these  
22    interests as customers to have the right -- who have  
23    the right to expect a viable, legally, appropriately-  
24    governed water utility that will service -- serve us  
25    by delivering safe, clean water as set forth by the

1 State of Utah.

2 And we believe that adopting the Division's  
3 recommendations, as well as these considerations  
4 contained in this document, will ensure the best  
5 possible outcome for the customers and the Company.

6 Do I need to go into any more detail on that?

7 THE COURT: No Ms. Wiser.

8 MS. WISER: Okay.

9 THE COURT: Is there any objection to  
10 admitting Ms. Wiser's submission into evidence?

11 MS. SCHMID: No objection from the Division.

12 THE COURT: Mr. Kapaloski?

13 MR. KAPALOSKI: No objection to it being  
14 submitted.

15 THE COURT: Okay. Any questions --

16 MR. KAPALOSKI: I object to its contents.

17 THE COURT: Any questions for Ms. Wiser?

18 MS. WISER: I do have more statements. Two  
19 more things.

20 THE COURT: Oh, okay. Please go ahead.

21 MS. WISER: One more thing, actually. I  
22 would like to ask the Commission to take  
23 administrative notice of Docket No. 10-2423-02. It's  
24 the order to show cause.

25 I submitted a timeline in that docket. And

1 it contains some of the paperwork referenced today in  
2 the hearing, one of which includes my assessment that  
3 was given to me which shows how much Dan Jensen paid,  
4 because I live in his house, he sold his house to me.

5 So it includes that. It includes the  
6 proposed budget that was referenced by David. That  
7 was connected -- in connection with the sale of the  
8 well to Tremonton. And it also includes a copy of the  
9 original request for people to pay their loans.

10 So it has some pertinent documents in there  
11 that I would like to ask to be considered or have,  
12 have the Commission take notice of those documents.

13 THE COURT: Is there any objection?

14 MS. SCHMID: No objection from the Division.

15 MR. KAPALOSKI: If they're documents that are  
16 already submitted by the Division I have no objection  
17 to them being --

18 THE COURT: Okay.

19 MR. KAPALOSKI: -- presented here today.

20 THE COURT: They're actually documents  
21 submitted --

22 THE WITNESS: I submitted them.

23 THE COURT: -- by Ms. Wiser in a separate  
24 docket related to Cedar Ridge.

25 MR. KAPALOSKI: I haven't -- okay. I have

1 not reviewed those, so.

2 MS. WISER: They're there on file on the  
3 order to show cause docket.

4 MR. KAPALOSKI: All right. I have objection  
5 to them being --

6 THE COURT: Okay. Ms. Wiser, your request is  
7 granted.

8 MS. WISER: Thank you, and I'm finished.

9 THE COURT: Okay. Thank you. Any questions?

10 MR. KAPALOSKI: No questions from the  
11 Division.

12 THE COURT: Okay.

13 MR. KAPALOSKI: Yeah, can I just ask a few  
14 questions about what you've just submitted here. You  
15 talk about a mutual water company. Can you explain,  
16 as you understand, what are you proposing in this  
17 document?

18 MS. WISER: We're not really proposing  
19 anything. We are stating something we would be  
20 willing to consider. And the reason that we put this  
21 in there is because originally, as David stated in --  
22 I think it was David. It was either David or Paul.

23 Paul said that he would help him create a  
24 mutual company out of us. And David did ask us if  
25 that's something we would be interested in. And we

1 told him that we would not, at that time, be  
2 interested.

3 And so it's our position that we would  
4 consider this as an option in the future if some of  
5 our concerns or conditions were resolved and met.  
6 That's all that's stating. It's not promising  
7 anything. It's just mentioning that we would be able  
8 to consider that.

9 Q. Okay. I'm looking at your document that you  
10 presented here, and it's Item No. 2. And what you are  
11 proposing, as I best understand it, and I'm looking  
12 prospectively, that there be no legal fees charged to  
13 the Company in the future? Is that what you're  
14 recommending?

15 A. No. We are recommending or suggesting that  
16 there is a cap on the legal fees as far as what would  
17 be fair and reasonable to these proceedings. And that  
18 we are agreeing with the Division's recommendation.

19 But in their recommendation, when we read it,  
20 it was mentioning how they would be put into the rates  
21 over a period of time so that they would be paid off  
22 through rates.

23 Q. Sure.

24 A. And we are suggesting that they be paid off  
25 with the \$190,000 that would go back into the Company,



1 instead of coming out of rates.

2 Q. So your statement about permanently capped  
3 is --

4 A. Referring to --

5 Q. -- not prospective?

6 A. It's referring to these proceedings, not  
7 future as in different -- like the four -- I believe  
8 there are four dockets. Three -- the first is a  
9 complaint, and then three that we've -- the CPC -- the  
10 order to show cause, the CPCN, and this one to, to  
11 increase the rates. Those are the dockets we are  
12 referring to.

13 MR. KAPALOSKI: All right. Can I look at  
14 paragraph 8.1, you're talking about outstanding debts?  
15 And I'd like to ask Mr. Thompson, if he's still under  
16 oath, to be able to respond to some of these. So I  
17 don't know procedurally how we want to do this.

18 I just need to understand the status of these  
19 individuals that are named. So I'll just reserve that  
20 till Mr. Thompson can come back to the stand.

21 THE COURT: Yes.

22 MR. KAPALOSKI: Item No. 3, I guess it's 8,  
23 No. 3, you're talking about water lines outside of the  
24 Division of Water Rights' regulated boundaries for  
25 Cedar Ridge Water Company?

1           A.     Yes.

2           Q.     Are you talking about the current boundary of  
3     the Company in terms of its service, or are you  
4     talking about the water rights themselves?

5           A.     We're talking about the rights. We were  
6     shown a map, and it shows these little corners of  
7     where you can use the right for which you applied.

8           Q.     Place of use.

9           A.     And some of the homes are outside of that.  
10    And so we are just wondering how -- and this is just  
11    clarification that we'd like. We'd like to understand  
12    how that might impact the Company and what its  
13    obligations are to those outside users.

14                And this would come in to the leaks. We're  
15    just wondering --

16           Q.     So this is a -- I'm sorry, I don't want to  
17    put words in your mouth. This is a question you're  
18    asking, it's not a --

19           A.     We would like to understand how this may  
20    impact the Company --

21                MR. KAPALOSKI: I understand.

22                MS. WISER: -- and what its obligations are  
23    to serve and to provide service in the future to those  
24    that are outside.

25                MR. KAPALOSKI: That's all the questions I

1 have directly of you at this moment.

2 MS. WISER: Okay.

3 MR. KAPALOSKI: I would like to have  
4 Mr. Thompson have a chance to respond to some of  
5 these.

6 THE COURT: Okay. Thank you Mr. Kapaloski.  
7 Were you expecting to have him respond now, or?

8 MR. KAPALOSKI: It would be -- if that's  
9 appropriate?

10 THE COURT: Sure.

11 MR. KAPALOSKI: David.

12 MR. THOMPSON: Do I need to go over?

13 MR. KAPALOSKI: Not -- I guess if she can --  
14 go ahead, David, if you will. Thank you.

15 DAVID Z. THOMPSON,

16 called as a witness, having been duly sworn,  
17 was examined and testified as follows:

18 REBUTTAL EXAMINATION

19 BY MR. KAPALOSKI:

20 Q. Again, I'm looking at the document that's  
21 dated November 22, 2011. Let's just -- do you have a  
22 copy of that?

23 A. I do, yeah.

24 Q. Okay. On Item 8.1 can you explain, relative  
25 to these parties that are listed, what the status of

1 the repayment or non-repayment or how the water  
2 company approached that?

3 A. Jonathan and Angie White never did make a  
4 payment. There was no deposit that was received from  
5 them at all.

6 Q. So you're -- for the record, that's item?

7 A. That, that's No. 1.

8 Q. That's the first, No. 1, right?

9 A. Yes.

10 Q. Jonathan and Angie White?

11 A. Yes.

12 Q. You're saying --

13 A. They never did make a loan or, or make a  
14 payment towards that well development.

15 Q. What about No. 2 on that same paragraph?

16 A. Jim and Lynette Fronk did. When we were  
17 trying to pay these off we couldn't find them, so  
18 nothing had been done. We tried to find them back  
19 then. It's been a long time ago and I don't remember  
20 all the particulars. But we never could find them, at  
21 the time, to resolve that.

22 The next person, Lawrence Behrman, who is  
23 deceased, as is his wife, his wife received the  
24 payment. We have the canceled check.

25 Q. Thank you. On Item No. 7, about certificate

1 of water shares? Is it -- my understanding is that  
2 the Company, in its bylaws, has dedicated .9 acre feet  
3 to each connection?

4 A. Yes.

5 Q. And what they're requesting is a certificate  
6 of water shares?

7 A. That, that's what I understand. The thing  
8 is, that was never done. However, when the water  
9 company was formed the equivalent use for the, the  
10 people that was part of that subdivision was that  
11 quitclaim deed.

12 So they did have the rights, it was issued.  
13 The water company received that. And they -- those  
14 water rights can't be transferred from those lots. So  
15 generating a piece of paper saying they had that water  
16 right did not seem significant to me. That's all.

17 Q. But the amount dedicated to each lot, you're  
18 not --

19 A. No, that was --

20 Q. You agree that that's --

21 A. That's part of that water right. That's,  
22 that had to be there, according to the Division of  
23 Water, to get the subdivision approved at the time  
24 when it was going through that process of approval.

25 MS. WISER: Am I allowed to enter into here

1 for a second and just clarify something?

2 THE COURT: Yes, you may.

3 MS. WISER: Lori Wiser again. I think one of  
4 the reasons we put that in there is that at one of the  
5 water meetings we attended we were told that we were  
6 going to receive them when we were discussing it. And  
7 so that's why it's in here, why we're asking.

8 THE WITNESS: Yeah. I just haven't had the  
9 time to do it.

10 MS. WISER: Right. But that's just a  
11 clarification.

12 THE WITNESS: It's just another added burden  
13 that I haven't been able to deal with.

14 MR. KAPALOSKI: While we have Mr. -- I'll be  
15 brief as I can.

16 Q. (By Mr. Kapaloski) There's been statements  
17 and positions taken by both the Division and the  
18 proposals here about your reimbursement rate of \$75  
19 versus \$25.

20 A. Yes.

21 Q. Can I ask you to respond to how you came up  
22 with the \$75 number initially in your proposed amount?

23 A. When the accountant was doing the book work  
24 that needed to be submitted to the Division of  
25 Utilities he called me and asked what my rate would

1 be. What I'm -- what I would charge to do those  
2 duties that I was assign -- that I, that I was doing.

3 And I said, Well, I haven't been charging  
4 anything. What should this be?

5 And he says, Well, what are you doing? And I  
6 explained it. And he says, You should -- after we  
7 discussed it he says, You should be charging about  
8 \$125 an hour for all of the things that you're doing.  
9 Not just running a shovel, labor work, but the other  
10 things that I know about and I understand.

11 And I says, Well, I don't want to charge that  
12 much, but I decided to use \$75 an hour because any  
13 service person that comes to a person's home is gonna  
14 charge around that amount of money per hour to come  
15 and fix something. Fix a washer or something like  
16 that. It's just about -- it's a kind of a cost.

17 And I was using that as a basis because I'm  
18 basically on call 24/7. And if there is an issue then  
19 I have to respond to it, which I have tried to do to  
20 the best of my physical ability. The \$75 an hour I  
21 felt was fair based upon all of the duties that I was  
22 responsible with.

23 Q. Can you explain all of your duties?

24 A. That's changed, but I understand how the  
25 water system works because I installed it. And so I

1 understand if there's an issue where I can go -- how  
2 I'm gonna have to deal with it because I know what it  
3 is.

4 And of course in the past when there was  
5 problems with the electrical system or whatever, I  
6 would have to deal with that. That's not digging  
7 pipes. That's dealing with, Why don't we have water?  
8 Why isn't the pumps running? *Etcetera*. What's wrong  
9 with the tank? Why isn't the system telling me I need  
10 water when we're out of water. Various things.

11 And I would have to track that down. And I  
12 would get help from people to do things that I  
13 actually couldn't do when that, when that occurred.  
14 And of course, you know, pulling the pump I couldn't  
15 do it because I don't have the equipment. But to get  
16 them there, to get it resolved to pull a pump, that  
17 was my duty.

18 So that's not just digging a hole. There was  
19 other things that I needed to do because I knew how to  
20 get it done.

21 Q. So your proposal of \$75 is based on your  
22 evaluation, and your discussions, and your  
23 consideration of what the duties were that you had or  
24 still have --

25 A. Yes.



1 Q. -- and have had --

2 A. Yes.

3 Q. -- for the water company?

4 A. That's right.

5 Q. And in response to the Division's analysis  
6 that \$25 is a sufficient amount for a water master as  
7 it states, is it your testimony that you are -- what  
8 do you do?

9 A. I pay, I pay employees more than that. I  
10 mean, the thing of it is it's, it's just not  
11 enough. It's not adequate for the work that I do.  
12 And I object to it, being that they're saying all I'm  
13 worth is 25 bucks an hour to do the work that I'm,  
14 that I'm required to do.

15 Q. And that's partly -- if I understand what  
16 you've just testified to, it's part of what that value  
17 is is your knowledge of the system --

18 A. That's correct.

19 Q. -- and your understanding of the system --

20 A. And how to get it fixed.

21 Q. -- is that correct?

22 A. Yes, and how to get it fixed.

23 Q. And as you've just testified, and I want to  
24 clarify, that you are on call --

25 A. Yes.

1 Q. -- basically 24 hours a day?

2 A. And that -- I have been for, you know,  
3 30 years.

4 MR. KAPALOSKI: Thank you. I think that's it  
5 for now.

6 THE COURT: Thank you Mr. Kapaloski.

7 Ms. Schmid, do you have questions?

8 MS. SCHMID: The Division -- no more  
9 questions. However, the Division would like a moment  
10 to briefly comment on the intervenor's submission.

11 THE COURT: Okay.

12 MS. SCHMID: Ms. Benvegna-Springer, who has  
13 been sworn in this proceeding, will provide the  
14 Division's comments at this time.

15 THE COURT: Okay.

16 MS. BENVEGNA-SPRINGER: I would like to  
17 comment on page 3 of the intervenor's presentation,  
18 8.1(a.) Mr. Thompson indicated that Jonathan and  
19 Angie White did not pay the \$1,250 for the well. That  
20 is true. According to the corporation records the  
21 Whites did not pay the \$1,250.

22 With regards to Jim and Lynette Fronk, they  
23 did pay the \$1,250. We did not see any payment going  
24 back to them for that amount plus interest. The  
25 corporate records do show that payment was made to

1 Lawrence Behrman. And there is a canceled check for  
2 that also.

3 I need to refer back to the record, but there  
4 is a record, and I don't know if it's for two or if  
5 it's just for one. I'll have to review that.

6 In regards to Item No. 3, on the CPCN. The  
7 CPCN addressed the service area for the corporation,  
8 for the water company. Which does include Daryl  
9 Anderson, John Thompson, the cabinet company, Dallas  
10 Clark, Eldon Johnson, and James Ririe for those  
11 connections that are along the Frontage Road. And so  
12 that Frontage Road, including their lots, are a part  
13 of the service area for the water company.

14 Item No. 5, with regards to the insurance.  
15 Currently the water company does not have any  
16 insurance. We included an amount for insurance in the  
17 rates. And we concur with their requirement that  
18 three bids be obtained for the general liability  
19 insurance and the liability insurance on the Company.  
20 And we would agree with this deadline of January 31,  
21 2012.

22 With regards to Mr. Thompson's rate of \$75 an  
23 hour, the duties that he explained are duties of a  
24 service master. And service masters are on call 24/7  
25 in many cases. In larger municipalities there are a

1 number that are on call at different periods of time.

2 According to IRS rules you are allowed only  
3 1 hour for every 12 hours that you're on call. I  
4 don't believe that he has submitted the on-call time,  
5 and so we have not included that in the rates at this  
6 time. But the duties that he talked about in the  
7 record are duties of a water master.

8 And when we did -- we received this from  
9 other water masters, contractors, throughout the  
10 state. That is where we came up with the \$25 an hour.  
11 Plus we also reviewed municipal water master rates and  
12 how much they are paid throughout the Valley,  
13 particularly in this area. And the highest that  
14 someone makes is \$30 an hour. So -- the lowest is  
15 \$14.40 an hour.

16 So the range that -- our average of \$25 is  
17 reasonable and just, and we see that as being in the  
18 best interest of the ratepayers and the Company.

19 THE COURT: Thank you. Is there anyone else  
20 who would like to provide public input?

21 MR. BUTTARS: Public input? Yes, I would.

22 THE COURT: Okay. Sir, are you an intervenor  
23 or a party?

24 MR. BUTTARS: I'm a water user. Okay, great.  
25 Could you identify yourself, please?

1           MR. BUTTARS: My name is Robert Buttars, I'm  
2 part of the subdivision. And I guess I'm trying to  
3 gather information. I -- it seemed today that the  
4 Division of Utilities, Ms. Schmid, that she was  
5 looking for the word "forfeit." And consequently  
6 because the word "forfeit" was not found in a document  
7 then that meant something totally different.

8           And I was, you know, legally maybe that has  
9 to be there. Maybe something really close to that has  
10 to be there. But I was, I just, if the name -- word  
11 "forfeit" had been there how much different would this  
12 be today? And how much different would these  
13 proceedings be?

14           You know, hold that thought. Right now the  
15 cost of water users has been established by their  
16 great work in this Division. And at the current water  
17 usage our bills today and over the last two years  
18 would be approximately, from everything we know, \$150  
19 a household. Just a wild guess. If we were using the  
20 right amount of water it would be \$56 an hour, okay?

21           I guess I really have a question about that  
22 water and where that might be going. But the system  
23 that we've been on at \$45 an hour has been apparently  
24 amazing. And all of their paperwork, all the  
25 expenses, and all the income that comes from each home

1 donating each month, all that's really clean.

2 Originally that was one of the real  
3 complaints and the contentions that I heard was,  
4 Where's the money gone? Why do we have to pitch in?

5 Well, from their evidence of what it would  
6 cost, having a decent reserve and everything else,  
7 apparently we're all prepared with the same water  
8 usage we've had to pay a lot more. Okay? I think  
9 that means something and I think that tells us  
10 something.

11 Tremonton City. They certainly didn't say  
12 exactly, for some reason, that they were -- that Dave  
13 had to forfeit the water and that this water had to be  
14 available for them. But we know there was  
15 conversations with 26, or 27, or 32 hookups.

16 And the City was ready to walk away from this  
17 situation unless Dave agreed that there were only that  
18 many available from that well for our use. Okay? And  
19 then later, after Dave asked for the additional hook  
20 ups, finally Tremonton City said that that's not so  
21 many and that's okay.

22 There was comments made about moving that,  
23 that 325 water rights to the other well. I don't  
24 think Tremonton City was interested at all in coming  
25 to our neighborhood, building a wonderful building,

1 with a great water delivery system that's easy to work  
2 and easy to take care of. And no more tape measures  
3 up in a snowstorm telling the water level. No more  
4 watching the water to make sure it's gone. Additional  
5 fire protection. Everything we've really wanted in a  
6 long time.

7 I don't think Tremonton City was ready to  
8 walk up there and give us that facility, that, that  
9 thing, and hand us, us, \$190,000 just so they could  
10 take the water out of the hole. I -- it's -- I'm  
11 sorry, but to me it's obvious that we had to give  
12 up -- Dave had to give up those water rights or that  
13 would not have happened. By the previous  
14 conversations and by where they came to their  
15 agreement.

16 I think that should be considered and that  
17 certainly is something that'll have to be ruled on.  
18 That's my opinion, okay? So this is how I calculate  
19 my situation. There's a great division in the  
20 subdivision, okay? And more than anything else, I'd  
21 like to see that go away.

22 I would like to see everybody doing what  
23 we've always done, back each other up and help each  
24 other, okay? If I've paid \$45 a month for 30 years,  
25 20 years, and all of a sudden because of the things

1 that happened I make claim on \$190,000, that means  
2 that the proposed fees and costs of water is one  
3 amount. We've been paying 45. There hasn't been  
4 enough reserve. We now know that. That was an  
5 earlier contest. I'm getting back ten years of  
6 my \$45.

7 Like 11.3 years owning 1/3 of \$190,000 is  
8 coming back to my pocket. So I've been paying for  
9 cheap water, \$45 a month, it's been great. All of a  
10 sudden I'm gonna get ten years of that back by  
11 defending the water company and taking that from Dave  
12 Thompson.

13 I don't think it's right. I don't think that  
14 any of us should be asking to do that. The  
15 explanation of a poor water system being given to us  
16 that has all these problems and they should be fixed  
17 is an excuse.

18 Another excuse is that Dave should have had a  
19 better lawyer. And that word "forfeit" should have  
20 been in there. And another excuse is he deserves it  
21 because he's so sloppy with the things that he does.

22 I don't buy any of that. I'm sorry, I don't.  
23 And I cannot feel good about that. So I think  
24 compromise is very important. And I don't think I'm  
25 alone in feeling that way.



1           I, I strongly believe that if we accept the  
2     \$190,000 as earned by us and to be used by us also  
3     gives this water system a huge influx of money. That  
4     money might be used wisely and that money might be  
5     used foolishly, but at some point it's gonna come to  
6     the point it's gone and we're gonna be in trouble.

7           It needs to stand on its own. I think it  
8     needs to be supported on its own. There's not any  
9     water -- or any subdivision, or any contractor  
10    anywhere, or any developer that's gonna say, Here, the  
11    water meter's free. It's included in the lot.

12           The lots were cheap when we moved in there.  
13    Everything was really very reasonable when we bought  
14    lots. I don't think that we should expect somebody to  
15    put in a water meter for us at 20-year-ago prices.  
16    I'm sorry, but I just don't understand that. How the  
17    Commission can say --

18           MS. SCHMID: Division.

19           MR. BUTTARS: -- the Division, I'm sorry,  
20    should be asking for Dave Thompson to pay for  
21    everything. I think it's obvious. I think the money  
22    is Dave Thompson's. I think he's conceded to way too  
23    much. I think he should have more of it in his  
24    pocket.

25           And if he'd had the word "forfeit" and if

1 he'd hired a lawyer he'd had twice that much money.  
2 Okay? I don't think Dave needs a better lawyer, I  
3 think Dave needs better neighbors. That's all.

4 MS. SCHMID: Do you wish to have -- I'm  
5 sorry, did he -- was he sworn or unsworn? I can't --

6 THE COURT: He is a party, he was not sworn.

7 MS. SCHMID: Did he wish to be sworn?

8 MR. BUTTARS: I don't swear? Yeah. I would  
9 be glad to be sworn, and that record could go on.

10 THE COURT: And do you want to be subject to  
11 cross examination?

12 MR. BUTTARS: Sure.

13 THE COURT: Okay.

14 (Mr. Buttars was duly sworn retroactively.)

15 THE COURT: Okay. Ms. Schmid, do you wish  
16 to?

17 MS. SCHMID: No questions from the Division.

18 THE COURT: Okay.

19 MR. KAPALOSKI: I have no questions --

20 THE COURT: Okay.

21 MR. KAPALOSKI: -- of the testimony that was  
22 just given.

23 THE COURT: Okay.

24 MR. BUTTARS: Thank you.

25 THE COURT: Anybody else?

1           SPEAKER FROM THE AUDIENCE: Yeah. Go ahead  
2     Lynn.

3           MR. DARLEY: And I'll be sworn, too.

4           THE COURT: Okay.

5           (Mr. Darley was duly sworn.)

6           THE COURT: Thank you. Could you identify  
7     your name, please?

8           MR. DARLEY: My name is Lynn Darley.

9           THE COURT: And are you an intervenor or a  
10    party?

11          MR. DARLEY: I'm just to give general  
12    information.

13          THE COURT: Okay. You're a customer?

14          MR. DARLEY: Customer.

15          THE COURT: Very good.

16          MR. DARLEY: I am a customer.

17          THE COURT: Okay.

18          MR. DARLEY: In fact, give you a little  
19    history of the events, we happen to be the first  
20    family up here on the ridge. In fact, I think the  
21    first warranty deed -- or deeded property was, was us.  
22    In fact, I told Dave when he developed this to begin  
23    with we wanted to be the very first family here in the  
24    subdivision.

25          But what I wanted to point out of that -- the

1 history here -- see, we moved in, I think it was  
2 August of 1980. We've been here for 31 years. And  
3 what I'm concerned about is that we operated as a  
4 nonprofit corporation for all that duration of time.  
5 And as expenses would come up we were expected to pay  
6 and equalize and make that balance out.

7 And \$45 was wonderful. I mean, it covered  
8 the expenses. Was originally a little bit lesser.  
9 But the \$45, it was -- it felt a little bit costly to  
10 begin with, but then it became a real bargain to us.  
11 And I'm still excited about our program.

12 I understand that the water usage, we're  
13 using four times the amount of water that we're  
14 supposed to. And we're still -- and the \$45, I did a  
15 little thing on your chart that we had water usage,  
16 and it's covering the expenses.

17 Well boy, we get meters on here and then we  
18 discover that we've, we -- all these leaks and get  
19 back to normal, then my goodness, we've really got a  
20 win-win situation. But to carry on here further, we,  
21 we proceed down the line. We have that first well.  
22 And suddenly here we have a well that's dropping --  
23 our water is threatened.

24 And we called a meeting and discussed how to  
25 raise the funds. And come to the conclusion that we,

1 we'd chip in \$1,250, and he agreed to pay the  
2 7 percent back. And so here 15 years later we get a  
3 check for our \$3,500. Pretty good deal, especially  
4 with today's interest rates the way they are right  
5 now.

6 And, but I'm of the opinion that, that the  
7 monies that, that we, we have the responsibility to  
8 fund expenses in a nonprofit. Anything, any expenses  
9 that accrue, that we as the people are responsible to  
10 pay those expenses. And even, even the costs that's  
11 happened there.

12 And I feel that this money -- in fact, when I  
13 hear Tremonton and there was negotiations on the  
14 Tremonton City thing, that I think that this money,  
15 \$190,000 does not belong to us. And it should go to  
16 Dave Thompson.

17 And he, he provided all the infrastructure.  
18 Everything. You know, he put the lines in. Did the,  
19 the reservoir. All of these things he expended. And  
20 he -- and here we walk into this situation and  
21 virtually we just pay this small fee.

22 And we took care of that problem, \$1,250, and  
23 I think at the time we all felt good about it. Don't  
24 you agree, we all felt good at the time?

25 You didn't feel good, okay. So it was a

1 hardship on some. But Barbara, how did you feel about  
2 it when you got the \$3,500?

3 THE COURT: Sir, please just keep your --

4 MR. DARLEY: Okay. I'm just -- I get a  
5 little emotional about it.

6 THE COURT: This is just comments only, no  
7 questions.

8 MR. DARLEY: Okay, comments only. But  
9 anyway, and I would -- I compare Dave's \$190,000 is  
10 his retirement benefit. That he's earned every penny  
11 of it.

12 How would, how would you feel if you were  
13 participating in a private corporation and you had a  
14 401(k.) And these people are putting in 50 cents on  
15 the dollar. And suddenly another company comes in,  
16 which -- see, we got Tremonton City that's intervened  
17 here to restructure everything.

18 And suddenly you have this corporation that  
19 comes in and takes over your cabinet shop or whatever  
20 and says, I'm sorry, you didn't -- we're gonna retract  
21 on what we've originally committed and we're gonna  
22 pull \$190,000 out of your 401(k.)

23 Well, virtually that's what's happened, in my  
24 opinion, to Dave. He has earned that \$190,000 and he  
25 should be the one to have that. And I think his

1     compromise, he's going, he's going the extra mile. We  
2     have a motto, 110 percent. He has gone 110 percent.

3             I have no complaint with Dave. The history  
4     of having \$1,250 assessed, which we got paid back plus  
5     interest. And when the \$970 come, I knew there was  
6     stress, I think we were the first to pay it. I says,  
7     Hey, that's part of our, our expense.

8             I mean, you don't get any free lunch. We,  
9     we -- it was a nonprofit organization to begin with.  
10    And we're expected to pay in -- we get out what we pay  
11    in. There's not -- there's no -- that's the problem  
12    with our society today, we sometimes try to get  
13    something for nothing.

14            We owe that money. And I -- we owe that  
15    money. And that's, that's the end of my comments  
16    right there.

17            THE COURT: Thank you, sir.

18            MR. DARLEY: Okay.

19            THE COURT: Are there any questions?

20            (The court reporter asked for a spelling.)

21            THE COURT: Could you spell your last name?

22            MR. DARLEY: D-A-R-L-E-Y.

23            THE COURT: Thank you Mr. Darley.

24            MS. SCHMID: No questions from the Division.

25            THE COURT: Okay.

1 MR. KAPALOSKI: No questions from the  
2 Company.

3 THE COURT: Thank you sir.

4 MR. DARLEY: Okay, thank you.

5 THE COURT: Sir, do you wish to be sworn?

6 MR. ARBON: Yeah. And I'll be honest with  
7 you, ma'am, sometimes I swear, but I'll try to keep it  
8 underneath.

9 (Mr. Arbon was duly sworn.)

10 MR. ARBON: Would you like my name?

11 THE COURT: I would.

12 MR. ARBON: My name is Troy Arbon, I'm a  
13 customer.

14 THE COURT: Troy?

15 MR. ARBON: Arbon, A-r-b-o-n.

16 The only thing that I would like to say is  
17 when I first -- when we first started this situation  
18 that we're in, which is an unfortunate situation, I  
19 think from day one until now it's progressed to a very  
20 ugly situation, irregardless of how you look at it.

21 And through the process of that in the time  
22 that I've lived up there there's some key points that  
23 I just want the group to know what I think and what I  
24 feel. And that is this: When I moved up there at \$45  
25 a month and use all you want, I thought that was a



1 good deal. And I don't think I've ever been  
2 restricted of that up to this point. To what I needed  
3 I felt like I could use within reason.

4 I believe there's been times that comments  
5 have been made that we've been without water for a  
6 time. And I believe that's accurate outside use. But  
7 in the time that I've been there myself and my family  
8 has always had a drink of water, a shower, and been  
9 able to flush the toilet if you may, every, every day.

10 And so I don't feel like I've been abused by  
11 that in any way, shape, or form. I've lived in  
12 situations where people dipped water out of a half  
13 barrel. I spent some time for a couple years in one  
14 of those places, and I appreciate water.

15 I feel that a lot of the conversation that  
16 has been taking place here is all really one-sided.  
17 One-sided in the aspect that poor picked-on us, we  
18 need to water our lawns and we need to have all the  
19 water to take care of our yards and our necessities.

20 And I think that's true. But I also think we  
21 need to lean more a little to water conservation. And  
22 own up to our responsibility of the fact that,  
23 regardless of whether we've had meters or not, do we  
24 really acknowledge the fact that we have been abusive?

25 And that's up to every one of us, I guess, to

1 decide that until we get meters on. But based on what  
2 I've been told and what the meter from Tremonton says,  
3 to some degree we're using excess water. Why that is,  
4 whether there's leaks or, or some of us, I don't know.

5 I also think it's very one-sided of us and  
6 very unfair that we hang all the burden that exists  
7 there on David Thompson. He is not a perfect man.  
8 Nor am I. But I think every one of us has some  
9 responsibility in understanding why also some of these  
10 problems have occurred.

11 Because I've been in meetings in the past  
12 where, when you brought up meters, they weren't  
13 exactly the best thing. And they weren't a very  
14 popular item. Which that opinion has changed. Maybe  
15 that's through education. But we contributed to that.

16 There's also been times when fire suppression  
17 has been brought up and questions of that. There were  
18 times during the summer where, yes, we didn't have  
19 outside water. And that was due to whatever the  
20 reasons were with the pump.

21 When we were asked not to do that, there were  
22 still situations where people would do -- go ahead and  
23 use it, knowing the situation we were in. I can't see  
24 that that's right, and I can't see that that's David's  
25 fault.

1           And the last thing I'd like to say is this.  
2     Fortunate for me, and luckily for me, I've been able  
3     to be across the street and a neighbor to David  
4     Thompson. I have witnessed the stress. I've  
5     witnessed the late-night checkings of water and the  
6     worry to keep every one of us in water.

7           And again on a one-sided situation I see a  
8     lot of residents, whether it was by choice or not by  
9     choice, that weren't able to participate in some of  
10    that and the good fortune that I was. And so I think  
11    it's very unjust and unfair that you can make some of  
12    the statements that you do when you did not  
13    participate or see that.

14           And the last thing I'd like to say is this.  
15    We had a neighborhood where at times we've had trials,  
16    we've had tribulations. We've had even threats of  
17    people maybe leaving because of various environments  
18    and situations of what I think all of us rallied  
19    together and tried to keep us a good unity and stay  
20    together.

21           We enjoyed the people and the security of our  
22    neighborhood. Of which this situation has destroyed,  
23    in my opinion, and will never be the same because of  
24    it.

25           And the last thing I have to say to the

1 Commission is --

2 MS. SCHMID: Division.

3 MR. ARBON: Or Division. Excuse me, ma'am.

4 Your proposal seems very one-sided. And I do not  
5 believe it takes in consideration the worry, the  
6 stress, the burden of what is put on David Thompson.

7 And what I know has made some mistakes and is  
8 not perfect, but has tried to do a good thing. Of  
9 which I believe he had the best interest of the people  
10 in mind. Whether that's the way it worked out, got  
11 worded, or whatever it was.

12 And I believe we would be completely crazy,  
13 and it would be an insult, and it's not just to even  
14 accept any of that 190,000 for what he's been put on  
15 since this started, including his wife. And that's  
16 all I have to say.

17 THE COURT: Thank you Mr. Arbon.  
18 Would you like to be sworn in?

19 MS. HOGAN: Sure.

20 (Ms. Hogan was duly sworn.)

21 MS. HOGAN: My name is Dorothy Hogan, and I'm  
22 an intervenor. I'd like to put a couple of things to  
23 rest here. First of all, the water company -- many of  
24 us have been in business, owned our own businesses.  
25 And any business is a gamble.

1           And we're not denying the fact that Dave has  
2 worked hard. We're not even saying that he hasn't  
3 operated in our best interest. We're not saying that  
4 at all. But it is a business. And those are choices  
5 that you make.

6           And it also is true that with a nonprofit  
7 organization -- I know because I looked into forming  
8 one. And in my, my case it was to form an  
9 organization that serves persons with disabilities and  
10 their families. It's an area that I've worked in for  
11 quite some time.

12           So when I looked at that, the best practices  
13 for nonprofit are generally accepted that 15 to  
14 20 percent of the revenues should and can be used for  
15 administrative costs. And you use those  
16 administrative costs to attract the best and brightest  
17 people to the business.

18           Because nonprofits generally -- the types  
19 that I'm looking at -- you are taking money in from  
20 donations and people have expectations on how that  
21 money will be spent. And you have to create reports.  
22 You've gotta generate reports on those grants and so  
23 forth and those donations, and it's very strict.

24           So you need people that know how to do that.  
25 People have to write grant reports, people have to

1 write grants. People have to take care of all the  
2 accounting and raise funds. So there's significant  
3 administrative costs to that.

4 So what I'm saying is that if you're talking  
5 about compensation that's due David, certainly, I  
6 totally agree with that. But you could have made it a  
7 decision to take a salary all these years. And then  
8 you adjust your business to that.

9 Well, I will -- these, these are what my  
10 costs of doing business are going to be. These are  
11 the revenues that I have to raise. There was a  
12 governing body in the Division that would help with  
13 that. You could ask for a rate increase to allow for  
14 that.

15 So while I, I'm very happy with the water  
16 that we get in our home. It's clean, it's good.  
17 We've had enough. We've had days when it's been kind  
18 of scary when the pumps have been down and so forth,  
19 but that's just what happens.

20 But to, you know, to take this out of a  
21 business -- this is, this is all business. That  
22 190,000 is simply the sale of an asset from the  
23 corporation. Whether it's a nonprofit or not, that  
24 was one of its assets.

25 You just -- according to best accounting

1 practices and law, you just can't do that. If you  
2 sell something that belongs to the Company, it goes  
3 back in there, and then it's re-disbursed for whatever  
4 reasons the Company needs to do.

5 Whether you're going to improve the Company  
6 by buying a bigger building. You know, capital  
7 expense. Some, some of that would have to be,  
8 according to the rules and regulations that this  
9 company was organized under -- even the drinking water  
10 utilities. They have this very clear.

11 When I first Googled Cedar Ridge when we got  
12 the first assessment for the \$970 we said, I really  
13 don't understand who this company is, what they do.  
14 Is it a utility? I didn't know, because where I came  
15 from in New Hampshire we had more water than we could  
16 deal with and everyone had their own well.

17 Well, there was another choice. Individual  
18 wells could have been put on each house and then we  
19 would have managed our own water. And we've done that  
20 for 30 years, my husband and I. And we had pumps  
21 fail. Well, if they failed it was our problem. Only  
22 once in actually 25 years, and that was a lightening  
23 strike.

24 So there was another choice that could have  
25 been made. But again, it was an enterprise that

1 Mr. Thompson took on, I think I'll do this as part of  
2 my being a developer, I'll also start a water company  
3 and I'll run that. And that'll bring me additional  
4 revenues of -- you know, I can, you know.

5 It's a value added to the subdivision  
6 because, for instance, when we bought our house we  
7 were told by the people that sold it to us, Hey, don't  
8 worry about it. You pay \$45 a month, use as much  
9 water as you want.

10 And that's -- we went, Okay. All right. We  
11 didn't know from anything. We're used to having our  
12 own well. So the point here is, there are many of us,  
13 you know, some of us are -- when -- this is not a  
14 personal vendetta against Mr. Thompson.

15 We do appreciate your efforts in this. But  
16 there were choices that you can make that, that could  
17 have had a different outcome for you and been more  
18 profitable maybe for you. But in the end -- at the  
19 end of the day, our property values are at stake here.

20 Without water on that hill, our property --  
21 it's gonna look like it does above the hill, which is  
22 dried-out desert. And so what does that do to our  
23 property values? I would argue that there's a number,  
24 that there's a percentage that our property value  
25 would be decreased. If, if we didn't have green



1 space.

2 The green space that we have, it's not  
3 because we want to necessarily have pretty lawns. It  
4 helps to protect us against wildfires. So that's  
5 important. So our -- that's our safety. And then  
6 there's clean water, which it affects our health.

7 In order to deliver healthy water, keep us  
8 safe, and keep our property values high, we've gotta  
9 have water. And it's gotta be delivered to us  
10 effectively and at a fair rate. And it -- we have no  
11 other recourse. The only way we can get it is from  
12 this water company.

13 There's no other way. We can't drill wells  
14 now. There's nothing we can do. This has all been  
15 accounted for with the water rights division. So  
16 we're kind of a captive audience, you might say. I  
17 don't want to use the word "monopoly" because it's  
18 just the way it is.

19 But this is a business issue. You know, this  
20 is integral to our property up there. It's very  
21 serious. And so all we're asking for is transparency  
22 and, and water that's vital to our health, well-being,  
23 and safety, and our property values. That's all we're  
24 asking for here.

25 And when, and when it became an issue was

1 when the well was sold to Tremonton. Many of us had  
2 significant questions, because we did have a wildfire  
3 one weekend, where the water had been off the previous  
4 weekend for two and-a-half days, that had that fire  
5 gotten going we're pretty darn sure that the  
6 Andersons' home wouldn't be here today. Because it  
7 was heading right straight for their house and melted  
8 their pasture fence.

9           So if the well was sold to Tremonton did we  
10 know whether we would have enough water for fire  
11 suppression? We didn't know. None of us were  
12 involved in there. There was no transparency. I  
13 think we have interest, maybe we don't -- if you could  
14 clarify that for me I'd appreciate that -- as  
15 customers.

16           But none of us were involved in that. And  
17 when we asked, in fact, at that first meeting where  
18 the assessment was given to us, Well, did you sell the  
19 well? Well, how much did you sell it for? We were  
20 told it was none of our business.

21           Okay. Maybe it wasn't. Maybe because it's a  
22 private corporation it wasn't our business. But now  
23 we have disclosure. And all we're saying is it's a  
24 business issue. And nobody's picking on anybody.

25           We just want to ensure that, that we continue

1 to get a vital resource from the only source that we  
2 have to get it in as fair and equitable a manner as  
3 possible. Know that the Company is viable. And when  
4 you see the loans coming and going and all of this  
5 going on you have to question, you know, could it have  
6 been done a better way?

7 And there's always been people in this  
8 neighborhood that were more than willing to assist, be  
9 on the board, provide some oversight. There's a lot  
10 of people who've been in business that have expertise  
11 that they could have contributed and helped.

12 There's also, I believe in drinking water  
13 regulations, in that utility, they state that there  
14 should be an on-call contractor to make sure that if  
15 Mr. Thompson isn't available, someone's there to  
16 answer those alarms.

17 And I, since I've been here in five years  
18 many times there have been alarms and people kind of  
19 raised their hands, I don't know what we're supposed  
20 to do. Well, I thought Troy was gonna do that. Well,  
21 I don't know, I think it's so and so.

22 That's not a secure position. Many people  
23 that I've spoken to are not aware of a contingency  
24 plan. There doesn't seem to be a hierarchy. So it's  
25 just -- it's nobody's -- we're just trying to find a

1 way to make it better is what we're after here.

2 And to ensure that our, that our property and  
3 our health and well being is considered. And at a  
4 fair and reasonable rate, which is what the Division  
5 is here for.

6 It has to be regulated, it's water. So we  
7 just want to, you know. Words like insults, and the  
8 neighborhood is destroyed, and it'll never be the  
9 same, that's rather unfair. We're all citizens. And  
10 everybody has a right to an opinion. And even if you  
11 don't like it doesn't mean we don't have a right to  
12 it.

13 We're not saying that, that those of you who  
14 feel like this is David's annuity, his, his  
15 retirement, you have a right to that opinion. It's  
16 just that the facts may dictate otherwise. It's a  
17 corporation.

18 And no matter how we feel about it, no matter  
19 how we feel that Dave is a wonderful guy and he's done  
20 all this work. And gee whiz, we wish that this worked  
21 out as an annuity for him. It's just that the facts  
22 may not dictate that because it's a corporation.

23 So, you know, my husband and I have had  
24 businesses that have failed. And believe me, we would  
25 like to have had someone say to us, Gee whiz, you

1 shouldn't have to pay all those debts off. But you  
2 know what? We did. Each time.

3 We were undercapitalized. We were ahead of  
4 the technology. There were good reasons why the  
5 businesses failed. But in the end we paid off the  
6 bills ourselves. I even had American Express say, Hey  
7 lady, I can't believe you paid this whole bill off --  
8 they worked a payment schedule out with me -- when I  
9 asked for the last payment. And I says, Well, why?

10 He says, "People just don't do this. They  
11 just declare bankruptcy and they walk away. And we  
12 get 10 cents on the dollar. We can't believe you paid  
13 this whole bill.

14 And I said, Well, I didn't ask you to buy  
15 this equipment. This was my idea. I failed, and too  
16 bad for me, and I paid it off.

17 So, you know, all we're saying is there's a,  
18 there's a method for this. It is a corporation. And  
19 nobody's, nobody's trying to demean Mr. Thompson's  
20 efforts. It's just there's an accounting practice  
21 here in play. And just try to understand that and  
22 that we're not being bad guys.

23 THE COURT: Thank you for your input. Any  
24 questions?

25 MS. SCHMID: No questions.

1 MR. KAPALOSKI: No.

2 THE COURT: Any other comments? Please.

3 Do you wish to be sworn?

4 MS. SUMMERS: Sure.

5 (Ms. Summers was duly sworn.)

6 THE COURT: May we have your name, please?

7 MS. SUMMERS: Yes, it's Nancy Summers.

8 THE COURT: Okay. And are you a customer or  
9 intervenor?

10 MS. SUMMERS: Customer.

11 THE COURT: Okay.

12 MS. SUMMERS: This is worse than talking in  
13 church, I have to say. I just, gosh, I hate my tears.  
14 I just hope that the Commission can remember when you  
15 make your decision that we're not just a water company  
16 and customers, we're a community.

17 And it is my belief that the best way to heal  
18 this community is if some kind of a settlement could  
19 be obtained by the Commission. I don't think this  
20 needs to be a win-loss. I don't think it needs to  
21 side completely on the customers' side, it doesn't  
22 necessarily need to side completely on David's side.  
23 There's room for compromise. There is a middle  
24 ground.

25 And David has put forth a proposal. I

1 personally am okay with it. And I would just ask the  
2 Commission to please strongly consider that. And if  
3 you're not okay with it maybe you could come up with  
4 your own settlement. That's just my belief that that  
5 is the best hope that we have of our community  
6 becoming close again. That's it.

7 THE COURT: Thank you for your input.

8 MS. SCHMID: No questions.

9 MR. KAPALOSKI: No questions.

10 THE COURT: Sir? Do you wish to be sworn,  
11 sir?

12 MR. JACOB THOMPSON: Sure.

13 THE COURT: Okay.

14 (Mr. Jacob Thompson was duly sworn.)

15 MR. JACOB THOMPSON: I am Jacob Thompson.

16 THE COURT: Okay. And are you --

17 MR. JACOB THOMPSON: And I'm a customer.

18 THE COURT: Thank you very much.

19 MR. JACOB THOMPSON: There has been comments  
20 made about the sale of water to be just a hole in the  
21 ground. Or just a casing, just a well. But we keep  
22 forgetting that in that document it's not just an  
23 asset but it's a limitation. Limitation was spelled  
24 out.

25 And other documents validate what his

1 intentions were all along. Drafts and other requests  
2 to renew the water rights were done in agreement with  
3 what he set out to do. What he said he was going to  
4 do.

5 A technicality should not, should not derail  
6 that whole plan. He would not have done that, just  
7 because he is so generous. He is a generous man. Too  
8 generous. His, his proposal for a settlement is  
9 extremely generous.

10 The word in that document said "limitation."  
11 Limits him from developing further. That's his  
12 livelihood. That's his retirement. We have a  
13 complaint about \$970 of that special assessment. That  
14 comes out of our, our pockets. What has already  
15 been -- come out of his pockets for this endeavor?  
16 They're two separate issues. You have the asset, with  
17 some limitations.

18 And we -- there's been talk that what they  
19 have said is factual. Their recommendation is just a  
20 recommendation. It's not set in stone. And it's  
21 their opinion on how things should go.

22 I have a degree in accounting. I work in  
23 construction, but I have a degree in accounting. And  
24 I haven't the experience you have, but I disagree with  
25 these numbers. This thing that says that interest



1 rates have been disallowed because of an arm's-length  
2 kind of a loan. A committee in this room could not  
3 put together the money necessary to replace that pump  
4 within 24 hours.

5 He's my dad. When he discovered there was  
6 something wrong he pulled out his pocketbook to front  
7 that money. Because a well driller, a well puller,  
8 will not come up and do it just on credit. He did  
9 that because he knew that the water -- we needed  
10 water. Once again, that water master thing of 24/7  
11 kicked in and he couldn't do something with his  
12 family.

13 For the IRS to say, No, that's only worth  
14 3.5 percent, that's wrong. In any capitalistic  
15 institution in this Valley to go and to try to get a  
16 loan it would have had a higher interest rate. That's  
17 wrong for the IRS to make that suggestion because it's  
18 an arm's length. If anything he should benefit for  
19 being proactive, on the -- on that moment, get the  
20 money up and running and going.

21 He should not be responsible for our  
22 collective abuse of the water system. Studies have  
23 been done with our water system to indicate there may  
24 be some leakage. But there's a lot more overabuse  
25 than leakage. He should not be responsible for our

1 overabuse of this system. I repeat that for emphasis.

2           There was money in the kitty, in the reserve,  
3 to take care of the pump, as it were, if it had lasted  
4 longer. It did not. And he upgraded the water system  
5 so that it was cleaner, safer water for our  
6 environment. And the pump went out unexpectedly.

7           Yeah, this year we've had awesome management.  
8 There's been always water in that tank. Well, you  
9 know what? There's been a bigger pump there. A much  
10 more expensive pump than those submersible smaller  
11 pumps that we've been working with.

12           But we didn't have the money to get that kind  
13 of pump in the first place. It is definitely an  
14 upgrade to our system. No wonder we've always had  
15 water in that tank, because it's a much more expensive  
16 system than our community could afford.

17           Should he be responsible for our collective  
18 overabuse? No, he should not. He's more generous  
19 than you give him credit for. That's all I have to  
20 say.

21           THE COURT: Thank you for your input,  
22 Mr. Thompson.

23           Any further comments? Would you like to be  
24 sworn?

25           MS. ADAMS: Sure.

1 THE COURT: Okay.

2 (Ms. Adams was duly sworn.)

3 THE COURT: Thank you. You may proceed.

4 MS. ADAMS: And my name is Judy Adams. I'm a  
5 customer. And I just wanted to say that I felt okay  
6 about paying the 970 assessment. I think if we had  
7 probably paid more per month we would have had a  
8 reserve. But we didn't. And I'm sure that probably  
9 Dave was trying to keep costs down.

10 We know, like I say, that's not a popular  
11 opinion probably. But I have felt that he has tried  
12 to keep costs down over the years, tried to provide us  
13 with good water, and we've had that. And so I just  
14 wanted to be on record to say that.

15 And I signed his proposal. I thought that  
16 that was very generous. I just feel like that money  
17 is his. And he's the one that's, you know, put up the  
18 money for the hole if that's what he was paid for.  
19 And just wanted to be on record to say that.

20 THE COURT: Thank you.

21 Any additional comments? Please. Do you  
22 wish to be sworn?

23 MS. SCOTT: Sure.

24 (Ms. Scott was duly sworn.)

25 THE COURT: Thank you.

1 MS. SCOTT: My name is Leone Scott. And I am  
2 an intervenor.

3 THE COURT: Okay.

4 MS. SCOTT: And I've only lived here for four  
5 years --

6 THE COURT: Could you speak into the  
7 microphone?

8 MS. SCOTT: Four years this month, and so I  
9 don't know all this past history. All I know is what  
10 I've witnessed. And yes, we've had water. And, and  
11 it's been good. But when I bought my home I was told  
12 the same thing. You pay this amount of money and  
13 there you are.

14 I bought my, my home because of the yard. I  
15 love yard work. My yard is huge. It's tons of trees,  
16 lots of flowers, and it's beautiful. And I try to  
17 keep it that way.

18 When I was here, Mr. Thompson and his wife  
19 brought down a water thing when I first -- our first  
20 summer, and said there's problems with the water. And  
21 follow this. I have 19 water stations at my house.  
22 That is very hard to put into the allotted times we  
23 were given, but we really tried. I've tried. I'm by  
24 myself now, and I have tried.

25 I have stuck to that, even when I didn't have

1 to. I have kept up with exactly that water thing. So  
2 I'm offended when somebody tells me I have  
3 over-watered. Because I have dry spots in my yard  
4 this summer. I have -- I don't over-water. I water  
5 at night.

6 And, and I'm sure Mr. Thompson is trying to  
7 do the best he can. I feel like though, as a water  
8 master, I know that one time it was in the one meeting  
9 that -- I've gone to these meetings. And I don't  
10 understand it all, but I've read the information that  
11 these people have so diligently researched, and what's  
12 been sent by Mr. Thompson.

13 And I don't understand it all. But I do  
14 understand the fact that this isn't being run  
15 correctly. This -- it needs to -- it does need to be  
16 changed. There needs to be changes made. If you're  
17 on this side, this side hates you. If you're on this  
18 side these people are going, We're not trying to do  
19 this. And there is this rift.

20 But what I'm worried about is there's not  
21 gonna be enough water for me to keep my yard. It's  
22 saddens me. One summer it died. There was no water.  
23 And I went out there and my yard was brown. My trees  
24 were dying. I've lost trees. I've lost flowers.

25 I -- and, and when Jacob's up here saying

1 that we don't understand everything, yeah, we kinda  
2 do. I kinda do. And it's not that I dislike him. I  
3 don't really know him that well. But I just want to  
4 have enough water provided for us that we can keep our  
5 yards nice. Because it does make a difference. Yards  
6 keep up the value of your home.

7 If you were to sell your house and your  
8 house -- my yard's brown, the value of my house would  
9 go down. I didn't buy my house with a brown yard. If  
10 it would have been brown I probably would not have  
11 bought my home.

12 I come to this -- into the subdivision and  
13 it's been divided. They can say it only happened, but  
14 that's not true. When I came here it was divided.  
15 Very divided. And I was told about that by some  
16 people. If you're in this group, you're okay. If  
17 you're not, you're not so okay.

18 It's true. I found that to be so true.  
19 Which is so sad. Which is so, so sad. Because like  
20 we say, just like Dottie has said, this has nothing to  
21 do with individuals. It is how a corporation is run.  
22 And true, when I -- I was never given a bylaw.  
23 There's supposed to be bylaws. I was never given one  
24 till I went to -- till we'd had a few meetings and I  
25 was given a bylaw.

1           These bylaws have not been followed,  
2           apparently, for years. Way before I ever got here.  
3           And, and so yes, there probably needs to be  
4           concessions made. I don't -- you know, on both sides.  
5           Until we can -- to come with something.

6           But what I worry about is, is with our homes.  
7           There's, there's definitely a problem. When  
8           they're -- when they've done these calculations of the  
9           water used I can guarantee you that is not used at my  
10          house. Not at all. There isn't enough people in my  
11          house to use that amount of water.

12          So there's definitely, like it has been  
13          suggested, there is leaks somewhere. And they checked  
14          the valves, but what about the streets? What about  
15          these long distances? These, these water lines go on  
16          our rocky soil.

17          I had to replace my sewer system in my --  
18          redo it because, because of that rocky soil. Because  
19          of the gravel breaking the pipe. We live on a gravel  
20          pit. These, these pipes have been in for so long. Is  
21          there not something saying that the pipes have been  
22          broken by this -- the gravel shifting, the rock  
23          shifting. My garden keeps growing rocks. So we know  
24          that this is what's going on in this subdivision.

25          But this split between people is so sad.

1 It's just the saddest thing to see the rift of what's  
2 going on. Do I agree that Mr. Thompson should totally  
3 get the 190,000? No, I do not. Because, just like  
4 Dottie said, it is a corporation.

5 It is something that involves every one of  
6 us. It isn't a one-man job. It is not a one-man job.  
7 There is many people in this division that would love  
8 to help, and serve, and do the best that we can to do  
9 the best that we can for our neighbors.

10 And so the fact that over here we're gonna do  
11 this and that is, is that I don't think Mr. Thompson's  
12 intentions were bad. I don't. But like other people  
13 that know this stuff, I think Shauna did a wonderful  
14 job. She has researched it. She definitely has the  
15 qualifications. But like you say, maybe there needs  
16 to be, like Nancy said, some compensation there.

17 But all I'm worried about is, is when we do  
18 these meters do we have enough water there? That when  
19 we try to take care of these huge yards are we gonna  
20 be paying three, four hundred dollars in the summer?  
21 I know I can't afford it. As being by myself I can't  
22 afford that. But I don't want the value of my home to  
23 go down either.

24 So I think things need to be really  
25 considered for everybody. And that's all I have to



1 say.

2 THE COURT: Thank you for your input. Would  
3 anyone else like to give input? Please, sir.

4 SPEAKER FROM THE AUDIENCE: I'd like to give  
5 some input.

6 THE COURT: There's someone behind you. Sir,  
7 would you like to be sworn in?

8 MR. DONEY: Not necessarily. I'd just like  
9 to make a statement.

10 THE COURT: Okay. Give us your name, please,  
11 and.

12 MR. DONEY: Dee Doney.

13 THE COURT: Okay. And are you a customer or  
14 an intervenor?

15 MR. DONEY: I don't know about that. I'm  
16 however you say it.

17 THE COURT: Intervenor?

18 MR. DONEY: That sounds good to me.

19 THE COURT: Okay. All right. Please  
20 proceed.

21 MR. DONEY: I'd just like to make a statement  
22 or two. It's wonderful that we live in a country  
23 where we can do this. Where we can express our  
24 opinions. And I don't know how many people are here,  
25 but there's probably -- if there's 30 or 40 there's

1 probably 30 or 40 opinions. And that's good. And  
2 that's how we work things out.

3 And there is a lot of concern about the  
4 Division in the, in the community up there. We're  
5 newcomers, I would say. We've only been there a few  
6 years. And -- well, we've had a home there for a few  
7 years, we haven't been there that much. So we don't  
8 know a lot of the history, but we have come to love  
9 all the people there.

10 And I didn't realize until recently that  
11 there were two groups. The has and the has nots, or  
12 the supporters of David or the supporters of something  
13 else. But I've come to the conclusion that we're all  
14 reasonable people. And that we should, you know, act  
15 as reasonable people. And act as if we do love each  
16 other. And consider that in the decisions that we  
17 make.

18 Now, I'm one that supported the  
19 recommendations of the Division. And it's been very  
20 interesting for me tonight, because I've learned a  
21 lot. Excuse me, I probably need some water. I'm not  
22 gonna take long. Thank you. Is this free?

23 MR. KAPALOSKI: Just like always.

24 THE COURT: Depends how long you're gonna be.

25 MR. DONEY: Is this -- this isn't gonna go on

1 the books, is it? But the thing I'm concerned about  
2 is that we, we pull together. That we don't cast  
3 aspersions on David or the things he's done. I think  
4 there's a lot of things he should be, you know, we  
5 should be grateful for. And we've had good water,  
6 can't complain about that.

7 But we are at a point where we need to  
8 resolve this. This can't go on. It's gotta be  
9 resolved. And if it takes a little compromise here  
10 and there, that's what we should do.

11 Appreciate all the work that the State has  
12 done, because there's been a lot of work go into this.  
13 And there's been people in the community there that  
14 has done a lot of work. Lori, and Dottie, and  
15 Barbara, and others.

16 And it's brought all these things to light.  
17 It's a good -- this is a good time to clear the air  
18 and do what's right. But I think we need to be fair.  
19 And we need to be fair in our dealings with each other  
20 and with David.

21 I don't know whether David deserves the  
22 190,000. That seems to be the sore point here. It'd  
23 be nice if the Company had that money and we could set  
24 the Company up in such a way that it would function  
25 properly and provide the water for us now and also in

1 the future.

2 That's not my decision to make. I think  
3 those things can be worked out. And I'm sure with the  
4 recommendations and the things that the Division  
5 orders that it will be. But I think we really need to  
6 get over this feelings thing, because that's  
7 dangerous.

8 I know situations where people have been shot  
9 because of disagreements, and we don't need that. We  
10 need cooperation here. Again, we love living in the  
11 division. We're newcomers, in a sense. Like I say,  
12 we've, we've had a home there for several years but  
13 we've been gone a lot. But we've always been happy to  
14 come back to see all of you.

15 And so my recommendation is, let's get  
16 together and solve this thing and get past this. Put  
17 the Company on a good solid basis where we don't have  
18 to go through this again. It would be really sad if  
19 we were having this same discussion five years from  
20 now because we haven't solved it now. Let's do it now  
21 and get it over with. Thank you.

22 THE COURT: Thank you sir.

23 MR. HOGAN: Good evening.

24 THE COURT: Good evening. Would you like to  
25 be sworn in, sir?

1 MR. HOGAN: Sure.

2 (Mr. Hogan was duly sworn.)

3 THE COURT: Okay, please proceed.

4 MR. HOGAN: Hi folks.

5 THE COURT: Could you give us your name?

6 MR. HOGAN: My name is Eugene Hogan, better  
7 known as "Buddy" to the community. Every day that  
8 we've worked on this has been a new experience, but  
9 tonight has been a real experience.

10 I've learned for a -- I just learned tonight  
11 that somebody can hold water rights, but not own any  
12 land to develop future developments, without having  
13 any legal contracts, and the State allows us. Which  
14 is really -- I don't necessarily think it's  
15 inappropriate. I think it's unfortunate, because this  
16 is the stuff that develops.

17 And this has gone on. This has been going on  
18 for a long time. Long before I got here. I see the  
19 corporation working without a board for years.  
20 Nobody's volunteered. Nobody really steps in -- and  
21 it's all our water -- to help out. So this whole mess  
22 that developed is an accumulation of missteps by  
23 everybody in this room.

24 Another thing is that David can apply to get  
25 re -- to get these water resources back, or water

1 shares back that he's had, and he can then resell  
2 them. Or he can further develop them from another  
3 diversion point?

4 So I don't understand the loss of the --  
5 there's no loss of those yet, unless they're not  
6 recouped. And there's time to, there's time to do all  
7 this. I mean, we can all get together and figure this  
8 out.

9 But to have something go on inappropriately  
10 and say it's one person's fault, it's this person's  
11 fault, it's, it's a mishap, a misprint on some  
12 document that's, that's led to all this, it's not.  
13 This is an ongoing situation that hasn't been solved  
14 by a group of people that are all in on it.

15 And we all must try to solve this. You know,  
16 this is, this is a real problem. You know, to, to be  
17 able to speculate that you're gonna do something in  
18 the future but have no legal contracts, and then say  
19 that there's a worth to it, is beyond my  
20 comprehension.

21 You know, to actually enter into legal  
22 contracts and have something fail is a whole other  
23 story.

24 So I believe there's a, there's a larger  
25 problem than just -- that exists than just, you know,

1 trying to solve this particular problem. There's a  
2 larger problem here, and so we all must pitch in  
3 together to solve this. And that's my statement for  
4 the evening.

5 THE COURT: Thank you Mr. Hogan. Could you  
6 please clarify for the court reporter, are you an  
7 intervenor or a customer?

8 MR. HOGAN: I'm an intervenor.

9 THE COURT: Thank you. Any additional  
10 comment?

11 Ladies and gentlemen, thank you very much --

12 MS. THOMPSON: I'd like to.

13 THE COURT: Okay. Please. Would you like to  
14 be sworn?

15 MS. THOMPSON: You bet. I'd like to be  
16 sworn.

17 (Ms. Thompson was duly sworn.)

18 THE COURT: Please proceed.

19 MS. THOMPSON: And my name is Trudy Thompson.

20 THE COURT: Thank you.

21 MS. THOMPSON: Okay. I'd just like to say  
22 that I've been at the very beginning of this whole  
23 thing. I was nine months pregnant when we hit water.  
24 And we had all these hopes and dreams of having a  
25 wonderful neighborhood and having new people to come

1 into Deweyville, because it was stagnant because there  
2 was no people that would ever sell property.

3 And so my husband, after hitting this water,  
4 went through all the steps back then, all the rules,  
5 all the laws, all the laws, to make it legal. And he  
6 started doing all of the processes of doing it. And  
7 he borrowed money from people. And he was honest.  
8 And we paid them back.

9 Shauna can tell you about one of the receipts  
10 that she had that had said that we gave cabinets as a  
11 payment for part of it. And that he built a house for  
12 part of a different bill. Is that not correct?

13 MS. BENVEGNO-SPRINGER: That's correct.

14 MS. THOMPSON: I have six kids. And it's a  
15 family business that we own that has supported this  
16 all along. And we have sanded cabinets, and made  
17 cabinets, and built homes, and traded, and paid, and  
18 done this for all these years.

19 I've met such wonderful people. I've adored  
20 these people. And a lot of them have died. And a lot  
21 of them gave free time. Mr. Behrman did. Mr. Herrin  
22 did. And a lot of you have.

23 And my husband's done everything he can to  
24 have water for everybody's needs. And yes, there's  
25 been times when there has been -- awful times when



1 there -- we've had to tell you not to use the water.  
2 But that's not because we planned it. And it's not  
3 because he did it wrong.

4 He's done this for the good of everybody.  
5 He's tried to. And a lot of you intervenors, you  
6 never lived here at the beginning. You haven't known  
7 what we've gone through. And to have someone say, You  
8 haven't built the houses. You haven't done that. You  
9 haven't done that in years.

10 Well, when interest rates go sky high and  
11 nobody, and nobody will build, no, you don't build  
12 houses. Because there's nobody there to build -- to  
13 want to build a house. We've almost gone bankrupt.  
14 But because somebody was kind enough to give us loans,  
15 that's how we've stayed from not doing it.

16 We've done this all these years and, and  
17 we've taken our children on jobs. I've slept in  
18 churches because we couldn't afford a hotel room. You  
19 don't even know what we've gone through. I'm sure you  
20 don't even care.

21 It's easy to come in and, and take somebody  
22 else's money and solve everybody's problems, isn't it?  
23 That was our savings that we were paying for the pumps  
24 with. That's okay though. I still want to get to  
25 know you people. I'm sure you're really fun people.

1 I've been in a meeting with Paul Fulgham  
2 before, and it was discussed about relinquishing water  
3 rights. And we were led to believe some things. And  
4 I've also been in meetings with these people that you  
5 haven't been in. And they've made offers to us. As  
6 much as I can understand.

7 But it's not that offer anymore. So who do  
8 you trust? Well, I just want you to know that for the  
9 past year and-a-half I've taken everybody's name to  
10 the temple. Even these people. Sorry, I didn't do  
11 the stenographer because I didn't know her name.

12 It's awfully hard to go drive through town  
13 and see your -- almost your whole bishopric and people  
14 over there in front of the lawyer's office. It's real  
15 great. You know, I want everything to be rosy for all  
16 of us. I live up there too. I'm a customer. I've  
17 had people come to my house and ask me if they can  
18 fill up their thermos because our water tastes good  
19 and theirs at their houses tastes salty and yucky.

20 My husband did try to send a paper to Salt  
21 Lake and update the rules and that. But they lost it.  
22 And they lost a whole bunch of other files. But  
23 that's okay now. I have to say that right here it's  
24 not really about the money. It's about integrity.

25 We raised our kids and they helped us work.

1 And we worked through bills. Because my husband and I  
2 taught them that they needed to be honest. Honest  
3 people. And not take out bankruptcy.

4 Right now what you're telling my kids and my  
5 grand kids that you can work your head off and it  
6 doesn't even matter. That's what you're, that's what  
7 you're telling my family. What we've fought for, for  
8 you people to have water all this time for that, that  
9 price, but it was -- wasn't worth it.

10 Sometimes at church it's hard for me to even  
11 look at people in their faces. And yet you know what?  
12 I love these people. Is it my bishop today, or is he?  
13 Are you my friend today or are you the other person on  
14 the other side?

15 Well, I know you don't know us. And we're  
16 not a big company. Our first shop was a cow barn.  
17 And we've added onto several times. And we've had to  
18 do that. And we haven't built homes because we've had  
19 to have a way to keep in business. We've had to  
20 update. You've been in my house. Is it a beautiful  
21 house? It's clean.

22 Well, I'm thankful for what I have. And I'm  
23 thankful for my friends. I'm proud of my husband.  
24 And we do have integrity. And we have not used any of  
25 the \$190,000. We paid tithing on it because we

1 thought at the time it was ours. But of course I  
2 guess it's yours.

3 And I guess that's all I have to say. I hope  
4 you have a happy Thanksgiving.

5 THE COURT: Are there any further comments  
6 this evening?

7 Ladies and gentlemen, thank you for being  
8 here tonight. We'll take this under advisement and  
9 issue a decision. Thank you for your participation  
10 and your patience in this being a very long process.  
11 Appreciate it very much. Have a nice weekend.

12 (The hearing was concluded at 10:12 p.m.)

13 \*\*\*

14 \*\*\*

15 \*\*\*

16 \*\*\*

17 \*\*\*

18 \*\*\*

19 \*\*\*

20 \*\*\*

21 \*\*\*

22 \*\*\*

23 \*\*\*

24 \*\*\*

25 \*\*\*

C E R T I F I C A T E

STATE OF UTAH                                 )  
  ) ss.  
COUNTY OF SALT LAKE                         )

This is to certify that the foregoing proceedings were taken before me, KELLY L. WILBURN, a Certified Shorthand Reporter and Registered Professional Reporter in and for the State of Utah.

That the proceedings were reported by me in stenotype and thereafter caused by me to be transcribed into typewriting. And that a full, true, and correct transcription of said proceedings so taken and transcribed is set forth in the foregoing pages, numbered 1 through 204, inclusive.

I further certify that I am not of kin or otherwise associated with any of the parties to said cause of action, and that I am not interested in the event thereof.

SIGNED ON THIS **4th** DAY OF **December**, **2011**.

Kelly L. Wilburn, CSR, RPR  
Utah CSR No. 109582-7801

\$				
<b>\$1,200</b> [1] - 124:15 <b>\$1,250</b> [7] - 125:10, 154:19, 154:21, 154:23, 165:1, 165:22, 167:4 <b>\$1,815.60</b> [1] - 124:18 <b>\$10,222</b> [1] - 129:23 <b>\$10,950</b> [1] - 129:25 <b>\$110,000</b> [1] - 65:10 <b>\$12.25</b> [1] - 119:17 <b>\$125</b> [1] - 151:8 <b>\$14,000</b> [1] - 130:25 <b>\$14.40</b> [1] - 156:15 <b>\$15,000</b> [1] - 125:4 <b>\$15,648</b> [1] - 125:20 <b>\$15,742.72</b> [1] - 125:23 <b>\$150</b> [1] - 157:18 <b>\$17,025</b> [2] - 129:6, 129:19 <b>\$18,472</b> [1] - 125:18 <b>\$190,000</b> [31] - 25:5, 26:12, 29:18, 32:12, 64:12, 64:14, 65:14, 67:8, 67:11, 68:18, 82:23, 86:11, 123:14, 126:18, 126:20, 126:23, 127:2, 130:11, 130:14, 131:13, 140:4, 144:25, 159:9, 160:1, 160:7, 161:2, 165:15, 166:9, 166:22, 166:24, 203:25 <b>\$195</b> [1] - 124:16 <b>\$2,125</b> [2] - 128:18, 128:23 <b>\$2,226.50</b> [1] - 129:2 <b>\$2,262.64</b> [1] - 125:19 <b>\$2,625</b> [1] - 129:24 <b>\$2,673</b> [3] - 129:5, 129:9, 129:15 <b>\$212,000</b> [2] - 130:18, 130:20 <b>\$25</b> [6] - 128:12, 128:16, 150:19, 153:6, 156:10, 156:16 <b>\$25,000</b> [2] - 125:4, 125:6 <b>\$27,000</b> [1] - 129:1 <b>\$27,247</b> [2] - 129:2, 129:4 <b>\$27,500</b> [1] - 125:11 <b>\$3,500</b> [2] - 165:3, 166:2 <b>\$30</b> [1] - 156:14	<b>\$30,000</b> [1] - 132:10 <b>\$31,043.30</b> [1] - 130:9 <b>\$330</b> [1] - 124:16 <b>\$36,000</b> [1] - 124:17 <b>\$36,354.01</b> [1] - 124:17 <b>\$361.94</b> [1] - 124:15 <b>\$4,135.30</b> [1] - 124:19 <b>\$45</b> [12] - 72:12, 72:17, 72:19, 157:23, 159:24, 160:6, 160:9, 164:7, 164:9, 164:14, 168:24, 176:8 <b>\$45,000</b> [3] - 35:6, 69:15, 126:6 <b>\$49,500</b> [1] - 130:13 <b>\$5,000</b> [2] - 125:5 <b>\$53,071.18</b> [1] - 124:20 <b>\$56</b> [1] - 157:20 <b>\$600</b> [1] - 133:3 <b>\$65.06</b> [1] - 124:18 <b>\$75</b> [9] - 128:8, 128:11, 128:14, 150:18, 150:22, 151:12, 151:20, 152:21, 155:22 <b>\$8,614.27</b> [1] - 124:15 <b>\$9,000</b> [1] - 124:23 <b>\$96,000</b> [1] - 126:4 <b>\$970</b> [6] - 35:15, 132:20, 132:22, 167:5, 175:12, 184:13 <b>\$971</b> [1] - 132:12	113:16 <b>1,250</b> [1] - 70:15 <b>1,618,000</b> [2] - 133:21, 134:1 <b>1,868</b> [1] - 133:24 <b>1,938,000</b> [1] - 134:6 <b>1.0</b> [3] - 42:12, 118:20, 120:16 <b>1.01(A)</b> [1] - 48:22 <b>1.3</b> [1] - 18:2 <b>1/3</b> [1] - 160:7 <b>10</b> [1] - 181:12 <b>10-2423-02</b> [1] - 141:23 <b>10:12</b> [1] - 204:12 <b>10th</b> [1] - 98:12 <b>11-2423-02</b> [1] - 6:9 <b>11.3</b> [1] - 160:7 <b>110</b> [2] - 167:2 <b>12</b> [4] - 95:17, 125:24, 127:24, 156:3 <b>12,000</b> [1] - 113:13 <b>12,610</b> [1] - 133:5 <b>1269</b> [1] - 83:7 <b>12th</b> [2] - 37:6, 118:14 <b>13,620</b> [1] - 133:5 <b>14</b> [3] - 126:15, 138:1, 139:19 <b>14022</b> [2] - 12:13, 23:5 <b>142</b> [1] - 12:9 <b>14th</b> [3] - 37:8, 118:24, 130:19 <b>15</b> [4] - 95:17, 132:14, 165:2, 173:13 <b>15-year</b> [1] - 100:8 <b>16</b> [4] - 32:20, 34:1, 42:17, 71:2 <b>16-inch</b> [1] - 108:15 <b>160</b> [1] - 117:13 <b>16th</b> [2] - 36:5, 37:16 <b>17</b> [2] - 47:3, 47:9 <b>176</b> [1] - 128:6 <b>17th</b> [1] - 119:7 <b>18</b> [2] - 70:9, 71:2 <b>18th</b> [2] - 36:10, 120:1 <b>19</b> [4] - 57:15, 75:6, 124:10, 188:21 <b>190</b> [1] - 83:7 <b>190,000</b> [6] - 31:8, 86:24, 172:14, 174:22, 192:3, 195:22 <b>1976</b> [5] - 11:1, 17:15, 18:11, 56:19, 112:6 <b>1977</b> [1] - 130:16 <b>1980</b> [2] - 18:5, 164:2 <b>1980s</b> [1] - 57:15 <b>1981</b> [8] - 11:6,	14:24, 15:3, 18:4, 19:23, 20:8, 122:5, 130:16 <b>1982</b> [2] - 7:11, 56:20 <b>1985</b> [2] - 57:15, 124:9 <b>1986</b> [8] - 21:14, 22:11, 35:7, 35:10, 69:5, 69:13, 92:17, 95:12 <b>1986-1987</b> [1] - 23:9 <b>1987</b> [1] - 22:18 <b>1991</b> [1] - 124:10 <b>1993</b> [1] - 75:7 <b>1994</b> [2] - 74:6, 75:9	<b>2029</b> [1] - 76:6 <b>2099</b> [2] - 17:1, 17:14 <b>212</b> [1] - 131:3 <b>212,000</b> [1] - 131:7 <b>214</b> [1] - 130:20 <b>22</b> [5] - 6:1, 125:9, 125:24, 137:15, 147:21 <b>225</b> [2] - 96:13, 99:23 <b>226</b> [5] - 50:21 <b>22nd</b> [5] - 37:9, 119:24, 120:6, 127:6, 138:5 <b>23</b> [2] - 75:8, 135:15 <b>24</b> [2] - 154:1, 185:4 <b>24/7</b> [3] - 151:18, 155:24, 185:10 <b>25</b> [16] - 11:4, 16:12, 16:25, 18:9, 20:15, 21:1, 22:1, 25:16, 61:16, 73:3, 74:12, 84:18, 100:3, 128:22, 153:13, 175:22 <b>25-acre</b> [1] - 16:25 <b>26</b> [6] - 74:8, 74:16, 75:10, 112:17, 158:15 <b>260</b> [1] - 122:22 <b>27</b> [1] - 158:15 <b>28</b> [2] - 134:2, 134:7 <b>29-2099</b> [1] - 18:11 <b>29-2768</b> [5] - 11:9, 19:14, 20:14, 46:23, 122:25 <b>29th</b> [1] - 74:6
			<b>2</b>	
			<b>2</b> [1] - 126:10 <b>2,020</b> [1] - 129:24 <b>2,232</b> [1] - 134:9 <b>2,300</b> [4] - 92:18, 92:25, 101:5, 105:13 <b>2,424</b> [1] - 113:18 <b>2,778</b> [1] - 119:23 <b>2.0</b> [2] - 120:16, 120:21 <b>2.1</b> [4] - 119:9, 119:15, 119:16, 119:21 <b>2.10</b> [2] - 127:5, 127:8 <b>2.8</b> [2] - 127:7, 127:8 <b>2.9</b> [2] - 119:9, 119:16 <b>20</b> [4] - 35:19, 35:21, 159:25, 173:14 <b>20-year-ago</b> [1] - 161:15 <b>200</b> [3] - 19:4, 113:18, 129:2 <b>2000</b> [1] - 97:23 <b>2004</b> [1] - 129:13 <b>2008</b> [3] - 91:23, 92:4, 125:17 <b>2009</b> [5] - 83:7, 93:9, 95:5, 97:21, 116:7 <b>2010</b> [12] - 27:8, 29:3, 39:7, 95:5, 97:22, 98:5, 99:4, 113:2, 128:3, 128:4, 132:1, 132:2 <b>2011</b> [15] - 6:1, 32:20, 34:1, 39:7, 97:23, 121:18, 122:19, 126:15, 130:4, 133:20, 134:4, 137:16, 138:1, 139:20, 147:21 <b>2012</b> [1] - 155:21 <b>2025</b> [1] - 100:7	
				<b>3</b>
				<b>3</b> [4] - 74:11, 110:10, 126:11 <b>3,000</b> [1] - 128:17 <b>3.0</b> [3] - 120:7, 120:16, 120:21 <b>3.02</b> [2] - 43:5, 43:7 <b>3.03</b> [2] - 43:6, 43:7 <b>3.03(C)</b> [1] - 44:2 <b>3.04</b> [2] - 102:22, 102:23 <b>3.5</b> [3] - 127:21, 132:21, 185:14 <b>3/31</b> [1] - 86:4 <b>3/31/11</b> [1] - 47:17 <b>30</b> [11] - 15:6, 39:1, 65:19, 66:19, 77:15, 93:6, 154:3, 159:24, 175:20, 193:25, 194:1 <b>30,000</b> [2] - 132:6, 132:10 <b>30-day</b> [1] - 99:1 <b>300</b> [1] - 117:13 <b>31</b> [6] - 121:18,

122:19, 132:11, 134:2, 155:20, 164:2 <b>31st</b> [5] - 8:25, 45:9, 45:10, 46:17, 97:21 <b>32</b> [1] - 158:15 <b>325</b> [27] - 11:10, 11:13, 12:15, 12:24, 21:1, 31:17, 47:13, 47:21, 49:23, 50:17, 51:12, 51:17, 53:22, 61:11, 72:22, 76:13, 77:17, 77:21, 78:6, 83:22, 89:13, 106:1, 110:6, 110:7, 112:17, 158:23 <b>33</b> [3] - 25:22, 44:10, 110:14 <b>35</b> [4] - 55:25, 98:15, 131:15, 135:8 <b>350</b> [1] - 21:1 <b>37</b> [1] - 84:18	<b>750</b> [3] - 92:14, 95:20, 101:6 <b>7:06</b> [1] - 78:17	<b>accommodate</b> [1] - 71:19 <b>according</b> [6] - 86:20, 124:14, 125:9, 149:22, 174:25, 175:8 <b>According</b> [2] - 154:20, 156:2 <b>account</b> [7] - 57:2, 68:5, 68:6, 68:8, 68:16, 81:8, 131:22 <b>accountant</b> [1] - 150:23 <b>accounted</b> [1] - 177:15 <b>accounting</b> [10] - 9:23, 129:3, 135:5, 135:9, 174:2, 174:25, 181:20, 184:22, 184:23 <b>Accounting</b> [1] - 135:12 <b>accrue</b> [2] - 132:14, 165:9 <b>accumulation</b> [1] - 197:22 <b>accurate</b> [1] - 169:6 <b>accusations</b> [1] - 136:16 <b>acknowledge</b> [1] - 169:24 <b>acknowledgment</b> [1] - 86:12 <b>Acme</b> [1] - 94:23 <b>acquired</b> [1] - 125:13 <b>acquiring</b> [1] - 97:3 <b>acquisition</b> [1] - 124:25 <b>acre</b> [12] - 12:24, 20:15, 31:17, 46:5, 48:10, 51:17, 53:22, 89:14, 110:8, 113:18, 122:22, 149:2 <b>Acre</b> [1] - 106:2 <b>act</b> [3] - 21:24, 194:14, 194:15 <b>action</b> [2] - 89:19, 132:15 <b>actions</b> [6] - 13:11, 13:13, 27:19, 85:3, 85:22, 85:23 <b>active</b> [1] - 51:16 <b>activities</b> [2] - 37:21, 38:2 <b>activity</b> [1] - 56:2 <b>actual</b> [4] - 15:23, 71:23, 80:11, 89:14 <b>ADAMS</b> [2] - 186:25, 187:4 <b>Adams</b> [1] - 187:2 <b>add</b> [1] - 138:2 <b>added</b> [4] - 139:21,	150:12, 176:5, 203:17 <b>addenda</b> [2] - 41:9, 87:8 <b>addendum</b> [1] - 138:3 <b>addition</b> [6] - 9:19, 11:8, 20:15, 124:21, 128:1, 139:20 <b>additional</b> [25] - 12:1, 33:19, 44:17, 47:22, 48:3, 48:11, 49:16, 99:22, 99:24, 100:9, 102:10, 114:9, 119:11, 119:24, 120:1, 124:19, 125:5, 125:7, 125:19, 125:20, 139:20, 158:19, 176:3, 187:21, 199:9 <b>Additional</b> [2] - 125:22, 159:4 <b>address</b> [10] - 54:17, 84:2, 84:7, 89:3, 117:10, 117:13, 140:6, 140:8, 140:13 <b>addressed</b> [3] - 86:8, 140:20, 155:7 <b>adequate</b> [1] - 153:11 <b>adjust</b> [3] - 98:9, 99:1, 174:8 <b>adjusted</b> [1] - 98:25 <b>administrative</b> [4] - 141:23, 173:15, 173:16, 174:3 <b>Administrative Law</b> <b>Judge</b> [2] - 6:5, 135:19 <b>admitted</b> [2] - 120:22, 126:10 <b>admitting</b> [1] - 141:10 <b>adopted</b> [2] - 138:14, 139:22 <b>adopting</b> [1] - 141:2 <b>adored</b> [1] - 200:19 <b>advanced</b> [1] - 69:24 <b>advisement</b> [1] - 204:8 <b>af</b> [1] - 112:25 <b>affects</b> [1] - 177:6 <b>afford</b> [5] - 65:9, 186:16, 192:21, 192:22, 201:18 <b>afterwards</b> [2] - 22:25, 82:6 <b>agency</b> [1] - 49:4 <b>ago</b> [8] - 24:10, 30:9, 72:16, 81:10, 103:14, 105:3, 148:19 <b>agree</b> [7] - 25:5,	108:12, 149:20, 155:20, 165:24, 174:6, 192:2 <b>agreed</b> [13] - 8:10, 30:12, 30:14, 35:4, 35:19, 47:25, 48:5, 51:3, 57:9, 69:23, 97:20, 158:17, 165:1 <b>agreeing</b> [2] - 43:2, 144:18 <b>agreement</b> [65] - 26:23, 27:3, 31:24, 40:18, 41:2, 41:6, 41:17, 41:21, 42:12, 47:25, 48:20, 52:12, 53:15, 57:8, 60:8, 61:22, 65:4, 65:12, 67:9, 67:20, 69:12, 82:4, 82:5, 82:6, 83:3, 83:25, 84:14, 84:16, 84:22, 85:18, 86:9, 86:18, 86:21, 87:6, 87:9, 87:16, 88:15, 90:4, 95:6, 96:3, 97:8, 97:15, 97:20, 97:24, 99:10, 100:18, 102:15, 108:9, 109:5, 109:9, 110:1, 110:17, 110:18, 113:1, 114:6, 116:9, 122:11, 123:12, 139:25, 159:15, 184:2 <b>Agreement</b> [8] - 27:8, 41:8, 41:9, 41:11, 41:16, 42:23, 49:9, 87:7 <b>agreement's</b> [2] - 87:15, 100:8 <b>agreements</b> [7] - 41:15, 63:18, 63:22, 63:25, 64:2, 64:5, 87:13 <b>agrees</b> [2] - 42:13, 42:16 <b>agricultural</b> [1] - 44:6 <b>ahead</b> [9] - 80:11, 80:21, 84:7, 114:1, 141:20, 147:14, 163:1, 170:22, 181:3 <b>aid</b> [2] - 130:21, 135:3 <b>air</b> [1] - 195:17 <b>alarms</b> [2] - 179:16, 179:18 <b>allegedly</b> [1] - 83:23 <b>allegedly..</b> [1] - 85:12 <b>allocation</b> [1] - 32:11 <b>allotted</b> [1] - 188:22 <b>allow</b> [5] - 6:11, 45:19, 95:6, 100:3,		
<b>4</b>	<b>8</b>	<b>9</b>	<b>Additional</b> [2] - 125:22, 159:4 <b>address</b> [10] - 54:17, 84:2, 84:7, 89:3, 117:10, 117:13, 140:6, 140:8, 140:13 <b>addressed</b> [3] - 86:8, 140:20, 155:7 <b>adequate</b> [1] - 153:11 <b>adjust</b> [3] - 98:9, 99:1, 174:8 <b>adjusted</b> [1] - 98:25 <b>administrative</b> [4] - 141:23, 173:15, 173:16, 174:3 <b>Administrative Law</b> <b>Judge</b> [2] - 6:5, 135:19 <b>admitted</b> [2] - 120:22, 126:10 <b>admitting</b> [1] - 141:10 <b>adopted</b> [2] - 138:14, 139:22 <b>adopting</b> [1] - 141:2 <b>adored</b> [1] - 200:19 <b>advanced</b> [1] - 69:24 <b>advisement</b> [1] - 204:8 <b>af</b> [1] - 112:25 <b>affects</b> [1] - 177:6 <b>afford</b> [5] - 65:9, 186:16, 192:21, 192:22, 201:18 <b>afterwards</b> [2] - 22:25, 82:6 <b>agency</b> [1] - 49:4 <b>ago</b> [8] - 24:10, 30:9, 72:16, 81:10, 103:14, 105:3, 148:19 <b>agree</b> [7] - 25:5,	<b>9</b> [3] - 132:1, 132:11, 149:2 <b>90</b> [1] - 44:13 <b>970</b> [1] - 187:6 <b>9th</b> [1] - 61:18	<b>A</b>	<b>agrees</b> [2] - 42:13, 42:16 <b>agricultural</b> [1] - 44:6 <b>ahead</b> [9] - 80:11, 80:21, 84:7, 114:1, 141:20, 147:14, 163:1, 170:22, 181:3 <b>aid</b> [2] - 130:21, 135:3 <b>air</b> [1] - 195:17 <b>alarms</b> [2] - 179:16, 179:18 <b>allegedly</b> [1] - 83:23 <b>allegedly..</b> [1] - 85:12 <b>allocation</b> [1] - 32:11 <b>allotted</b> [1] - 188:22 <b>allow</b> [5] - 6:11, 45:19, 95:6, 100:3,
<b>40</b> [2] - 193:25, 194:1 <b>401(k)</b> [2] - 166:14, 166:22 <b>42,328</b> [1] - 130:7 <b>45</b> [1] - 160:3 <b>45,000</b> [1] - 70:23	<b>8</b> [3] - 29:3, 61:12, 145:22 <b>8.1</b> [2] - 145:14, 147:24 <b>8.1(a)</b> [1] - 154:18 <b>8.10</b> [2] - 41:6, 87:5 <b>80</b> [1] - 35:22 <b>85</b> [1] - 128:20 <b>89</b> [1] - 44:13 <b>8:28</b> [1] - 136:4 <b>8:35</b> [1] - 136:4	<b>accommodate</b> [1] - 71:19 <b>according</b> [6] - 86:20, 124:14, 125:9, 149:22, 174:25, 175:8 <b>According</b> [2] - 154:20, 156:2 <b>account</b> [7] - 57:2, 68:5, 68:6, 68:8, 68:16, 81:8, 131:22 <b>accountant</b> [1] - 150:23 <b>accounted</b> [1] - 177:15 <b>accounting</b> [10] - 9:23, 129:3, 135:5, 135:9, 174:2, 174:25, 181:20, 184:22, 184:23 <b>Accounting</b> [1] - 135:12 <b>accrue</b> [2] - 132:14, 165:9 <b>accumulation</b> [1] - 197:22 <b>accurate</b> [1] - 169:6 <b>accusations</b> [1] - 136:16 <b>acknowledge</b> [1] - 169:24 <b>acknowledgment</b> [1] - 86:12 <b>Acme</b> [1] - 94:23 <b>acquired</b> [1] - 125:13 <b>acquiring</b> [1] - 97:3 <b>acquisition</b> [1] - 124:25 <b>acre</b> [12] - 12:24, 20:15, 31:17, 46:5, 48:10, 51:17, 53:22, 89:14, 110:8, 113:18, 122:22, 149:2 <b>Acre</b> [1] - 106:2 <b>act</b> [3] - 21:24, 194:14, 194:15 <b>action</b> [2] - 89:19, 132:15 <b>actions</b> [6] - 13:11, 13:13, 27:19, 85:3, 85:22, 85:23 <b>active</b> [1] - 51:16 <b>activities</b> [2] - 37:21, 38:2 <b>activity</b> [1] - 56:2 <b>actual</b> [4] - 15:23, 71:23, 80:11, 89:14 <b>ADAMS</b> [2] - 186:25, 187:4 <b>Adams</b> [1] - 187:2 <b>add</b> [1] - 138:2 <b>added</b> [4] - 139:21,	<b>108:12, 149:20, 155:20, 165:24, 174:6, 192:2 agreed</b> [13] - 8:10, 30:12, 30:14, 35:4, 35:19, 47:25, 48:5, 51:3, 57:9, 69:23, 97:20, 158:17, 165:1 <b>agreeing</b> [2] - 43:2, 144:18 <b>agreement</b> [65] - 26:23, 27:3, 31:24, 40:18, 41:2, 41:6, 41:17, 41:21, 42:12, 47:25, 48:20, 52:12, 53:15, 57:8, 60:8, 61:22, 65:4, 65:12, 67:9, 67:20, 69:12, 82:4, 82:5, 82:6, 83:3, 83:25, 84:14, 84:16, 84:22, 85:18, 86:9, 86:18, 86:21, 87:6, 87:9, 87:16, 88:15, 90:4, 95:6, 96:3, 97:8, 97:15, 97:20, 97:24, 99:10, 100:18, 102:15, 108:9, 109:5, 109:9, 110:1, 110:17, 110:18, 113:1, 114:6, 116:9, 122:11, 123:12, 139:25, 159:15, 184:2 <b>Agreement</b> [8] - 27:8, 41:8, 41:9, 41:11, 41:16, 42:23, 49:9, 87:7 <b>agreement's</b> [2] - 87:15, 100:8 <b>agreements</b> [7] - 41:15, 63:18, 63:22, 63:25, 64:2, 64:5, 87:13 <b>agrees</b> [2] - 42:13, 42:16 <b>agricultural</b> [1] - 44:6 <b>ahead</b> [9] - 80:11, 80:21, 84:7, 114:1, 141:20, 147:14, 163:1, 170:22, 181:3 <b>aid</b> [2] - 130:21, 135:3 <b>air</b> [1] - 195:17 <b>alarms</b> [2] - 179:16, 179:18 <b>allegedly</b> [1] - 83:23 <b>allegedly..</b> [1] - 85:12 <b>allocation</b> [1] - 32:11 <b>allotted</b> [1] - 188:22 <b>allow</b> [5] - 6:11, 45:19, 95:6, 100:3,			
<b>5</b>	<b>9</b> [3] - 132:1, 132:11, 149:2 <b>90</b> [1] - 44:13 <b>970</b> [1] - 187:6 <b>9th</b> [1] - 61:18	<b>accommodate</b> [1] - 71:19 <b>according</b> [6] - 86:20, 124:14, 125:9, 149:22, 174:25, 175:8 <b>According</b> [2] - 154:20, 156:2 <b>account</b> [7] - 57:2, 68:5, 68:6, 68:8, 68:16, 81:8, 131:22 <b>accountant</b> [1] - 150:23 <b>accounted</b> [1] - 177:15 <b>accounting</b> [10] - 9:23, 129:3, 135:5, 135:9, 174:2, 174:25, 181:20, 184:22, 184:23 <b>Accounting</b> [1] - 135:12 <b>accrue</b> [2] - 132:14, 165:9 <b>accumulation</b> [1] - 197:22 <b>accurate</b> [1] - 169:6 <b>accusations</b> [1] - 136:16 <b>acknowledge</b> [1] - 169:24 <b>acknowledgment</b> [1] - 86:12 <b>Acme</b> [1] - 94:23 <b>acquired</b> [1] - 125:13 <b>acquiring</b> [1] - 97:3 <b>acquisition</b> [1] - 124:25 <b>acre</b> [12] - 12:24, 20:15, 31:17, 46:5, 48:10, 51:17, 53:22, 89:14, 110:8, 113:18, 122:22, 149:2 <b>Acre</b> [1] - 106:2 <b>act</b> [3] - 21:24, 194:14, 194:15 <b>action</b> [2] - 89:19, 132:15 <b>actions</b> [6] - 13:11, 13:13, 27:19, 85:3, 85:22, 85:23 <b>active</b> [1] - 51:16 <b>activities</b> [2] - 37:21, 38:2 <b>activity</b> [1] - 56:2 <b>actual</b> [4] - 15:23, 71:23, 80:11, 89:14 <b>ADAMS</b> [2] - 186:25, 187:4 <b>Adams</b> [1] - 187:2 <b>add</b> [1] - 138:2 <b>added</b> [4] - 139:21,	<b>108:12, 149:20, 155:20, 165:24, 174:6, 192:2 agreed</b> [13] - 8:10, 30:12, 30:14, 35:4, 35:19, 47:25, 48:5, 51:3, 57:9, 69:23, 97:20, 158:17, 165:1 <b>agreeing</b> [2] - 43:2, 144:18 <b>agreement</b> [65] - 26:23, 27:3, 31:24, 40:18, 41:2, 41:6, 41:17, 41:21, 42:12, 47:25, 48:20, 52:12, 53:15, 57:8, 60:8, 61:22, 65:4, 65:12, 67:9, 67:20, 69:12, 82:4, 82:5, 82:6, 83:3, 83:25, 84:14, 84:16, 84:22, 85:18, 86:9, 86:18, 86:21, 87:6, 87:9, 87:16, 88:15, 90:4, 95:6, 96:3, 97:8, 97:15, 97:20, 97:24, 99:10, 100:18, 102:15, 108:9, 109:5, 109:9, 110:1, 110:17, 110:18, 113:1, 114:6, 116:9, 122:11, 123:12, 139:25, 159:15, 184:2 <b>Agreement</b> [8] - 27:8, 41:8, 41:9, 41:11, 41:16, 42:23, 49:9, 87:7 <b>agreement's</b> [2] - 87:15, 100:8 <b>agreements</b> [7] - 41:15, 63:18, 63:22, 63:25, 64:2, 64:5, 87:13 <b>agrees</b> [2] - 42:13, 42:16 <b>agricultural</b> [1] - 44:6 <b>ahead</b> [9] - 80:11, 80:21, 84:7, 114:1, 141:20, 147:14, 163:1, 170:22, 181:3 <b>aid</b> [2] - 130:21, 135:3 <b>air</b> [1] - 195:17 <b>alarms</b> [2] - 179:16, 179:18 <b>allegedly</b> [1] - 83:23 <b>allegedly..</b> [1] - 85:12 <b>allocation</b> [1] - 32:11 <b>allotted</b> [1] - 188:22 <b>allow</b> [5] - 6:11, 45:19, 95:6, 100:3,			
<b>5</b> [6] - 22:2, 96:12, 105:25, 125:22, 132:2 <b>50</b> [1] - 166:14 <b>51</b> [1] - 12:8 <b>56</b> [3] - 44:11, 97:12, 100:4 <b>57</b> [9] - 25:21, 26:3, 97:15, 98:2, 100:9, 102:10, 110:15, 112:18, 114:9 <b>57092</b> [1] - 46:22 <b>5:16</b> [1] - 6:1 <b>5th</b> [2] - 27:8, 113:2	<b>8</b> [3] - 29:3, 61:12, 145:22 <b>8.1</b> [2] - 145:14, 147:24 <b>8.1(a)</b> [1] - 154:18 <b>8.10</b> [2] - 41:6, 87:5 <b>80</b> [1] - 35:22 <b>85</b> [1] - 128:20 <b>89</b> [1] - 44:13 <b>8:28</b> [1] - 136:4 <b>8:35</b> [1] - 136:4	<b>accommodate</b> [1] - 71:19 <b>according</b> [6] - 86:20, 124:14, 125:9, 149:22, 174:25, 175:8 <b>According</b> [2] - 154:20, 156:2 <b>account</b> [7] - 57:2, 68:5, 68:6, 68:8, 68:16, 81:8, 131:22 <b>accountant</b> [1] - 150:23 <b>accounted</b> [1] - 177:15 <b>accounting</b> [10] - 9:23, 129:3, 135:5, 135:9, 174:2, 174:25, 181:20, 184:22, 184:23 <b>Accounting</b> [1] - 135:12 <b>accrue</b> [2] - 132:14, 165:9 <b>accumulation</b> [1] - 197:22 <b>accurate</b> [1] - 169:6 <b>accusations</b> [1] - 136:16 <b>acknowledge</b> [1] - 169:24 <b>acknowledgment</b> [1] - 86:12 <b>Acme</b> [1] - 94:23 <b>acquired</b> [1] - 125:13 <b>acquiring</b> [1] - 97:3 <b>acquisition</b> [1] - 124:25 <b>acre</b> [12] - 12:24, 20:15, 31:17, 46:5, 48:10, 51:17, 53:22, 89:14, 110:8, 113:18, 122:22, 149:2 <b>Acre</b> [1] - 106:2 <b>act</b> [3] - 21:24, 194:14, 194:15 <b>action</b> [2] - 89:19, 132:15 <b>actions</b> [6] - 13:11, 13:13, 27:19, 85:3, 85:22, 85:23 <b>active</b> [1] - 51:16 <b>activities</b> [2] - 37:21, 38:2 <b>activity</b> [1] - 56:2 <b>actual</b> [4] - 15:23, 71:23, 80:11, 89:14 <b>ADAMS</b> [2] - 186:25, 187:4 <b>Adams</b> [1] - 187:2 <b>add</b> [1] - 138:2 <b>added</b> [4] - 139:21,	<b>108:12, 149:20, 155:20, 165:24, 174:6, 192:2 agreed</b> [13] - 8:10, 30:12, 30:14, 35:4, 35:19, 47:25, 48:5, 51:3, 57:9, 69:23, 97:20, 158:17, 165:1 <b>agreeing</b> [2] - 43:2, 144:18 <b>agreement</b> [65] - 26:23, 27:3, 31:24, 40:18, 41:2, 41:6, 41:17, 41:21, 42:12, 47:25, 48:20, 52:12, 53:15, 57:8, 60:8, 61:22, 65:4, 65:12, 67:9, 67:20, 69:12, 82:4, 82:5, 82:6, 83:3, 83:25, 84:14, 84:16, 84:22, 85:18, 86:9, 86:18, 86:21, 87:6, 87:9, 87:16, 88:15, 90:4, 95:6, 96:3, 97:8, 97:15, 97:20, 97:24, 99:10, 100:18, 102:15, 108:9, 109:5, 109:9, 110:1, 110:17, 110:18, 113:1, 114:6, 116:9, 122:11, 123:12, 139:25, 159:15, 184:2 <b>Agreement</b> [8] - 27:8, 41:8, 41:9, 41:11, 41:16, 42:23, 49:9, 87:7 <b>agreement's</b> [2] - 87:15, 100:8 <b>agreements</b> [7] - 41:15, 63:18, 63:22, 63:25, 64:2, 64:5, 87:13 <b>agrees</b> [2] - 42:13, 42:16 <b>agricultural</b> [1] - 44:6 <b>ahead</b> [9] - 80:11, 80:21, 84:7, 114:1, 141:20, 147:14, 163:1, 170:22, 181:3 <b>aid</b> [2] - 130:21, 135:3 <b>air</b> [1] - 195:17 <b>alarms</b> [2] - 179:16, 179:18 <b>allegedly</b> [1] - 83:23 <b>allegedly..</b> [1] - 85:12 <b>allocation</b> [1] - 32:11 <b>allotted</b> [1] - 188:22 <b>allow</b> [5] - 6:11, 45:19, 95:6, 100:3,			
<b>6</b>	<b>9</b> [3] - 132:1, 132:11, 149:2 <b>90</b> [1] - 44:13 <b>970</b> [1] - 187:6 <b>9th</b> [1] - 61:18	<b>accommodate</b> [1] - 71:19 <b>according</b> [6] - 86:20, 124:14, 125:9, 149:22, 174:25, 175:8 <b>According</b> [2] - 154:20, 156:2 <b>account</b> [7] - 57:2, 68:5, 68:6, 68:8, 68:16, 81:8, 131:22 <b>accountant</b> [1] - 150:23 <b>accounted</b> [1] - 177:15 <b>accounting</b> [10] - 9:23, 129:3, 135:5, 135:9, 174:2, 174:25, 181:20, 184:22, 184:23 <b>Accounting</b> [1] - 135:12 <b>accrue</b> [2] - 132:14, 165:9 				

174:13 <b>allowed</b> [5] - 12:14, 54:4, 58:18, 149:25, 156:2 <b>allows</b> [4] - 13:3, 87:21, 127:24, 197:13 <b>almost</b> [3] - 71:25, 201:13, 202:13 <b>alone</b> [1] - 160:25 <b>amazing</b> [1] - 157:24 <b>ambiguity</b> [3] - 13:2, 27:15, 83:3 <b>Ambiguity</b> [1] - 13:5 <b>ambiguous</b> [4] - 82:15, 82:17, 82:24, 83:5 <b>amended</b> [1] - 119:8 <b>American</b> [1] - 181:6 <b>amount</b> [42] - 10:12, 12:5, 35:7, 35:9, 38:2, 48:15, 84:12, 109:10, 109:24, 111:20, 112:24, 113:6, 119:17, 119:21, 119:22, 125:4, 126:3, 127:2, 128:17, 128:18, 129:2, 129:5, 130:6, 130:9, 131:17, 131:21, 132:6, 133:5, 133:22, 140:2, 149:17, 150:22, 151:14, 153:6, 154:24, 155:16, 157:20, 160:3, 164:13, 188:12, 191:11 <b>amounted</b> [1] - 130:17 <b>amounts</b> [1] - 130:2 <b>ample</b> [1] - 24:5 <b>analysis</b> [1] - 153:5 <b>analyst</b> [3] - 117:13, 117:22, 135:10 <b>and-a-half</b> [4] - 39:6, 72:16, 178:4, 202:9 <b>ANDERSON</b> [11] - 68:25, 69:3, 71:5, 71:7, 71:12, 73:25, 74:4, 78:9, 78:12, 115:6, 115:8 <b>Anderson</b> [6] - 71:5, 71:6, 71:8, 71:14, 74:5, 78:10 <b>Anderson's</b> [1] - 78:3 <b>Andersons'</b> [1] - 178:6 <b>Angie White</b> [3] - 148:3, 148:10, 154:19 <b>Annexation</b> [2] - 107:1	<b>Annual</b> [1] - 119:17 <b>annuity</b> [2] - 180:14, 180:21 <b>answer</b> [9] - 20:10, 28:13, 42:2, 43:18, 50:6, 77:20, 81:4, 90:1, 179:16 <b>answered</b> [1] - 39:15 <b>answering</b> [1] - 73:16 <b>anticipate</b> [1] - 21:6 <b>anticipated</b> [1] - 21:2 <b>anticipation</b> [1] - 20:18 <b>Anyway</b> [3] - 19:7, 20:2, 83:10 <b>anyway</b> [7] - 21:16, 73:8, 73:10, 73:19, 75:17, 77:11, 166:9 <b>apologies</b> [1] - 139:15 <b>apologize</b> [1] - 59:22 <b>application</b> [32] - 6:8, 8:11, 11:7, 11:9, 12:13, 17:16, 17:17, 18:9, 18:19, 19:12, 19:13, 20:13, 20:14, 20:18, 20:24, 21:5, 22:17, 30:10, 32:7, 39:4, 47:2, 47:10, 51:17, 52:4, 52:13, 52:25, 53:6, 57:3, 117:24, 122:19, 123:18, 136:18 <b>Application</b> [4] - 18:11, 19:14, 23:5, 46:22 <b>applications</b> [12] - 10:19, 11:8, 11:15, 11:18, 12:2, 12:3, 50:3, 51:11, 53:6, 54:2, 75:21, 86:20 <b>applied</b> [6] - 19:19, 22:24, 55:25, 123:17, 123:24, 146:7 <b>apply</b> [2] - 56:13, 197:24 <b>appreciate</b> [8] - 27:18, 88:4, 100:20, 136:6, 136:7, 169:14, 176:15, 178:14 <b>Appreciate</b> [3] - 103:5, 195:11, 204:11 <b>approach</b> [1] - 90:18 <b>approached</b> [4] - 59:4, 59:25, 94:9, 148:2 <b>approaches</b> [1] - 107:2 <b>appropriate</b> [5] - 90:15, 113:3, 129:4,	133:13, 147:9 <b>appropriately</b> [2] - 56:16, 140:23 <b>appropriation</b> [2] - 50:3, 123:16 <b>appropriations</b> [1] - 49:24 <b>approval</b> [6] - 22:20, 52:5, 56:17, 76:11, 123:8, 149:24 <b>approved</b> [17] - 11:6, 11:12, 12:12, 17:16, 20:25, 21:7, 22:7, 35:23, 48:17, 51:17, 53:7, 53:16, 53:18, 53:19, 53:22, 76:2, 149:23 <b>approving</b> [1] - 50:16 <b>appurtenances</b> [1] - 112:2 <b>April</b> [2] - 22:18, 132:1 <b>ARBON</b> [5] - 168:6, 168:10, 168:12, 168:15, 172:3 <b>Arbon</b> [4] - 79:9, 168:9, 168:15, 172:17 <b>area</b> [10] - 77:9, 77:10, 78:5, 94:22, 124:2, 124:3, 155:7, 155:13, 156:13, 173:10 <b>argue</b> [1] - 176:23 <b>argument</b> [4] - 13:1, 13:16, 82:13, 131:4 <b>arm's</b> [4] - 127:14, 127:17, 185:1, 185:18 <b>arm's-length</b> [3] - 127:14, 127:17, 185:1 <b>articulate</b> [2] - 11:16, 33:1 <b>articulated</b> [1] - 33:18 <b>aspect</b> [2] - 10:12, 169:17 <b>aspersions</b> [1] - 195:3 <b>assessed</b> [1] - 167:4 <b>assessing</b> [1] - 98:14 <b>assessment</b> [10] - 35:15, 131:25, 132:9, 132:12, 133:3, 142:2, 175:12, 178:18, 184:13, 187:6 <b>assessments</b> [1] - 10:10 <b>asset</b> [7] - 64:18, 64:19, 64:22, 126:19, 174:22, 183:23,	184:16 <b>assets</b> [5] - 16:2, 16:4, 16:5, 118:3, 174:24 <b>assign</b> [1] - 151:2 <b>assimilating</b> [1] - 140:5 <b>assist</b> [1] - 179:8 <b>assistance</b> [1] - 33:1 <b>assistant</b> [1] - 121:12 <b>associated</b> [4] - 48:11, 111:24, 112:1, 121:17 <b>assumed</b> [1] - 95:16 <b>assuming</b> [2] - 6:14, 99:7 <b>attach</b> [1] - 76:25 <b>attached</b> [5] - 41:10, 45:7, 46:16, 87:8, 127:5 <b>attended</b> [1] - 150:5 <b>attending</b> [1] - 6:6 <b>attorney</b> [6] - 40:23, 60:3, 82:3, 107:5, 115:16, 129:23 <b>attorneys</b> [2] - 107:16, 116:8 <b>attract</b> [1] - 173:16 <b>audience</b> [3] - 79:5, 87:23, 177:16 <b>auditor</b> [1] - 135:10 <b>August</b> [4] - 61:18, 98:5, 99:4, 164:2 <b>available</b> [8] - 18:2, 34:5, 123:16, 124:1, 135:17, 158:14, 158:18, 179:15 <b>average</b> [4] - 128:12, 133:24, 134:8, 156:16 <b>aware</b> [8] - 103:23, 105:16, 106:13, 107:20, 107:25, 108:25, 109:2, 179:23 <b>awesome</b> [1] - 186:7 <b>awful</b> [1] - 200:25 <b>awfully</b> [1] - 202:12	201:13 <b>bankruptcy</b> [2] - 181:11, 203:3 <b>Barbara</b> [5] - 69:9, 73:11, 77:16, 166:1, 195:15 <b>Barbara Anderson</b> [2] - 68:25, 115:6 <b>bargain</b> [1] - 164:10 <b>barn</b> [1] - 203:16 <b>barrel</b> [1] - 169:13 <b>based</b> [12] - 53:21, 81:15, 81:21, 86:24, 98:15, 98:21, 101:7, 119:13, 133:19, 151:21, 152:21, 170:1 <b>Basin</b> [7] - 49:23, 96:19, 113:3, 123:15, 123:18, 124:2, 124:3 <b>basis</b> [4] - 19:18, 25:7, 151:17, 196:17 <b>battle</b> [1] - 101:25 <b>Bear</b> [2] - 92:10, 124:3 <b>beating</b> [1] - 107:15 <b>beautiful</b> [2] - 188:16, 203:20 <b>became</b> [3] - 71:17, 164:10, 177:25 <b>become</b> [1] - 7:20 <b>becoming</b> [2] - 24:13, 183:6 <b>began</b> [2] - 21:16, 24:11 <b>begin</b> [5] - 40:18, 137:8, 163:22, 164:10, 167:9 <b>beginning</b> [7] - 60:5, 78:19, 88:14, 88:21, 91:16, 199:22, 201:6 <b>behalf</b> [1] - 10:6 <b>behind</b> [1] - 193:6 <b>Behrman</b> [1] - 200:21 <b>belief</b> [2] - 182:17, 183:4 <b>believes</b> [1] - 90:14 <b>belong</b> [1] - 165:15 <b>belonged</b> [1] - 94:5 <b>belongs</b> [1] - 175:2 <b>beneath</b> [1] - 18:5 <b>beneficial</b> [10] - 73:13, 74:9, 75:2, 75:11, 102:2, 105:9, 106:19, 121:18, 121:20, 123:23 <b>benefit</b> [4] - 65:3, 72:2, 166:10, 185:18 <b>Benvegna</b> [12] - 83:11, 83:12, 84:1, 116:23, 117:1, 117:8,
--	--	---	---	---



117:11, 120:24, 134:19, 135:2, 135:17, 154:12 <b>BENVEGNU</b> [3] - 117:3, 154:16, 200:13 <b>BENVEGNU-  SPRINGER</b> [2] - 154:16, 200:13 <b>Benvegnu-  Springer</b> [8] - 83:12, 117:1, 117:8, 120:24, 134:19, 135:2, 135:17, 154:12 <b>best</b> [21] - 23:21, 83:19, 91:6, 92:8, 132:16, 132:17, 141:4, 144:11, 151:20, 156:18, 170:13, 172:9, 173:3, 173:12, 173:16, 174:25, 182:17, 183:5, 189:7, 192:8, 192:9 <b>bet</b> [1] - 199:15 <b>better</b> [8] - 65:4, 103:16, 160:19, 162:2, 162:3, 179:6, 180:1, 197:6 <b>between</b> [14] - 10:5, 12:18, 21:11, 28:6, 34:15, 41:11, 41:15, 87:9, 87:14, 92:15, 95:17, 127:9, 138:18, 191:25 <b>beyond</b> [3] - 11:24, 110:1, 198:19 <b>bid</b> [1] - 35:22 <b>bids</b> [1] - 155:18 <b>Bierman</b> [1] - 70:16 <b>big</b> [4] - 102:11, 103:20, 113:16, 203:16 <b>bigger</b> [2] - 175:6, 186:9 <b>biggest</b> [1] - 91:25 <b>bill</b> [5] - 98:13, 98:15, 181:7, 181:13, 200:12 <b>billed</b> [1] - 128:20 <b>bills</b> [4] - 72:11, 157:17, 181:6, 203:1 <b>bishop</b> [1] - 203:12 <b>bishopric</b> [1] - 202:13 <b>bit</b> [13] - 37:19, 39:5, 49:18, 60:7, 99:22, 99:23, 101:10, 101:12, 101:14, 102:9, 131:24, 164:8, 164:9 <b>board</b> [2] - 179:9, 197:19	<b>body</b> [1] - 174:12 <b>book</b> [2] - 131:20, 150:23 <b>bookkeeping</b> [1] - 128:3 <b>books</b> [5] - 127:4, 127:10, 130:10, 195:1 <b>bore</b> [2] - 130:13, 131:13 <b>borrow</b> [3] - 40:21, 70:2, 84:14 <b>borrowed</b> [3] - 70:14, 125:2, 200:7 <b>Bottom</b> [1] - 97:19 <b>bottom</b> [4] - 104:18, 127:8, 127:11, 130:5 <b>bought</b> [8] - 108:19, 111:12, 111:14, 161:13, 176:6, 188:11, 188:14, 190:11 <b>boundaries</b> [1] - 145:24 <b>boundary</b> [1] - 146:2 <b>Box</b> [4] - 72:22, 73:4, 76:10 <b>boy</b> [1] - 164:17 <b>Boyd Clayton</b> [1] - 121:12 <b>brand</b> [1] - 95:13 <b>break</b> [1] - 78:15 <b>breaking</b> [1] - 191:19 <b>brevity</b> [1] - 112:16 <b>brief</b> [3] - 126:7, 137:4, 150:15 <b>briefcase</b> [1] - 9:15 <b>briefly</b> [3] - 10:21, 117:20, 154:10 <b>brightest</b> [1] - 173:16 <b>bring</b> [2] - 36:2, 176:3 <b>brings</b> [1] - 133:5 <b>broad</b> [1] - 38:23 <b>broke</b> [1] - 132:7 <b>broken</b> [2] - 9:14, 191:22 <b>brother</b> [4] - 69:21, 70:5, 125:3, 127:17 <b>brought</b> [4] - 170:12, 170:17, 188:19, 195:16 <b>brown</b> [4] - 189:23, 190:8, 190:9, 190:10 <b>bucket</b> [1] - 112:18 <b>bucks</b> [1] - 153:13 <b>Buddy</b> [1] - 197:7 <b>budget</b> [3] - 72:18, 135:9, 142:6 <b>build</b> [8] - 15:19, 77:17, 77:21, 77:23,	201:11, 201:12, 201:13 <b>Building</b> [1] - 117:14 <b>building</b> [4] - 94:22, 158:25, 175:6 <b>built</b> [12] - 15:20, 56:7, 57:17, 77:25, 78:1, 103:2, 130:15, 131:15, 200:11, 200:17, 201:8, 203:18 <b>bunch</b> [1] - 202:22 <b>burden</b> [3] - 150:12, 170:6, 172:6 <b>burdensome</b> [1] - 24:14 <b>business</b> [21] - 93:14, 93:18, 94:15, 106:25, 117:10, 117:13, 172:24, 172:25, 173:4, 173:17, 174:8, 174:10, 174:21, 177:19, 178:20, 178:22, 178:24, 179:10, 200:15, 203:19 <b>businesses</b> [4] - 135:15, 172:24, 180:24, 181:5 <b>Buttars</b> [2] - 79:9, 162:14 <b>BUTTARS</b> [7] - 156:21, 156:24, 157:1, 161:19, 162:8, 162:12, 162:24 <b>buy</b> [4] - 102:8, 160:22, 181:14, 190:9 <b>Buyer</b> [3] - 42:14, 42:16, 45:19 <b>Buyer's</b> [6] - 45:24, 48:25, 49:2, 49:4, 49:7, 49:11 <b>buying</b> [7] - 53:4, 96:5, 99:8, 108:6, 108:8, 108:14, 175:6 <b>BY</b> [13] - 14:19, 40:2, 51:10, 59:2, 64:11, 69:3, 103:13, 111:10, 114:3, 115:8, 115:24, 117:7, 147:19 <b>bylaw</b> [2] - 190:22, 190:25 <b>bylaws</b> [4] - 65:25, 149:2, 190:23, 191:1	200:10, 200:16, 200:17 <b>calculate</b> [5] - 113:13, 113:18, 126:1, 128:12, 159:18 <b>calculation</b> [2] - 128:22, 134:7 <b>calculations</b> [2] - 117:25, 191:8 <b>calendar</b> [1] - 39:8 <b>calendar year</b> [2] - 128:2, 128:4 <b>canceled</b> [2] - 148:24, 155:1 <b>cannot</b> [4] - 41:16, 83:4, 87:3, 160:23 <b>cap</b> [1] - 144:16 <b>capability</b> [1] - 22:14 <b>capable</b> [1] - 101:22 <b>capacity</b> [3] - 63:16, 101:5, 135:8 <b>Capital</b> [1] - 119:17 <b>capital</b> [2] - 131:21, 175:6 <b>capital reserve</b> <b>account</b> [3] - 119:19, 131:18, 133:9 <b>capitalistic</b> [1] - 185:14 <b>capitalization</b> [1] - 135:4 <b>capitalized</b> [1] - 125:14 <b>capped</b> [1] - 145:2 <b>capping</b> [1] - 140:1 <b>captive</b> [1] - 177:16 <b>car</b> [1] - 9:14 <b>care</b> [10] - 21:17, 24:13, 97:7, 159:2, 165:22, 169:19, 174:1, 186:3, 192:19, 201:20 <b>careful</b> [2] - 38:17, 109:7 <b>carry</b> [1] - 164:20 <b>case</b> [10] - 6:11, 58:12, 80:16, 81:12, 83:8, 120:17, 122:4, 122:8, 124:2, 173:8 <b>cases</b> [3] - 83:6, 133:12, 155:25 <b>casing</b> [3] - 108:14, 122:12, 183:21 <b>casings</b> [1] - 21:22 <b>cast</b> [1] - 195:2 <b>catch</b> [1] - 72:10 <b>Cedar</b> [10] - 6:22, 6:25, 8:10, 9:1, 10:6, 14:21, 15:11, 16:22, 37:22, 117:18 <b>Cedar Ridge</b> [38] -	6:8, 26:16, 38:15, 43:22, 43:23, 44:3, 44:9, 44:18, 45:17, 45:20, 45:23, 45:25, 46:1, 65:2, 65:3, 65:11, 73:3, 73:12, 73:22, 74:10, 74:17, 74:19, 74:20, 74:21, 76:5, 84:12, 93:6, 96:11, 98:11, 98:16, 101:8, 101:10, 101:14, 129:12, 142:24, 145:25, 175:11 <b>Cedar...subdivision</b> [1] - 44:16 <b>center</b> [1] - 92:7 <b>cents</b> [3] - 98:15, 166:14, 181:12 <b>certain</b> [4] - 12:15, 40:10, 48:15, 140:2 <b>certainly</b> [4] - 55:4, 158:11, 159:17, 174:5 <b>certificate</b> [4] - 32:8, 129:7, 148:25, 149:5 <b>certificates</b> [1] - 140:13 <b>CFS</b> [1] - 106:1 <b>chance</b> [1] - 147:4 <b>change</b> [11] - 11:18, 12:12, 50:8, 50:17, 50:25, 52:25, 84:24, 96:23, 111:22, 123:24, 130:18 <b>changed</b> [11] - 26:11, 41:16, 61:1, 61:2, 88:15, 88:16, 95:4, 112:11, 151:24, 170:14, 189:16 <b>changes</b> [3] - 12:3, 112:7, 189:16 <b>changing</b> [1] - 26:10 <b>charge</b> [6] - 15:16, 98:8, 98:13, 151:1, 151:11, 151:14 <b>charged</b> [3] - 128:16, 128:21, 144:12 <b>charges</b> [1] - 8:3 <b>charging</b> [2] - 151:3, 151:7 <b>chart</b> [1] - 164:15 <b>cheap</b> [2] - 160:9, 161:12 <b>check</b> [6] - 95:7, 102:20, 126:22, 148:24, 155:1, 165:3 <b>checked</b> [1] - 191:13 <b>checkings</b> [1] - 171:5 <b>children</b> [1] - 201:17 <b>chip</b> [1] - 165:1
--	--	---	---	---

<p><b>choice</b> [4] - 171:8, 171:9, 175:17, 175:24</p> <p><b>choices</b> [2] - 173:4, 176:16</p> <p><b>choose</b> [1] - 70:23</p> <p><b>chose</b> [4] - 65:20, 84:23, 84:24</p> <p><b>Chris Breinholt</b> [1] - 115:17</p> <p><b>chronology</b> [4] - 10:19, 17:9, 20:3, 33:25</p> <p><b>church</b> [2] - 182:13, 203:10</p> <p><b>churches</b> [1] - 201:18</p> <p><b>citation</b> [1] - 83:7</p> <p><b>citizens</b> [1] - 180:9</p> <p><b>City</b> [57] - 10:3, 10:6, 11:20, 12:12, 12:18, 21:12, 23:15, 23:16, 28:14, 28:22, 31:24, 32:13, 48:1, 48:6, 51:16, 52:8, 53:2, 53:4, 57:6, 60:4, 61:19, 62:5, 64:23, 65:8, 72:8, 87:23, 88:7, 91:18, 91:22, 96:24, 97:2, 98:7, 106:23, 107:2, 111:12, 112:3, 112:14, 112:21, 112:25, 113:2, 113:6, 114:4, 121:16, 122:8, 123:3, 126:18, 126:20, 132:8, 133:20, 158:11, 158:16, 158:20, 158:24, 159:7, 165:14, 166:16</p> <p><b>city</b> [6] - 88:15, 93:1, 95:4, 96:7, 96:16, 108:5</p> <p><b>City's</b> [1] - 95:19</p> <p><b>claim</b> [2] - 29:5, 160:1</p> <p><b>clarification</b> [5] - 28:8, 83:21, 99:6, 146:11, 150:11</p> <p><b>clarified</b> [1] - 27:16</p> <p><b>clarify</b> [12] - 18:8, 51:7, 55:17, 58:17, 62:18, 80:18, 89:5, 90:1, 150:1, 153:24, 178:14, 199:6</p> <p><b>Clark</b> [1] - 138:19</p> <p><b>clause</b> [3] - 49:10, 102:14, 102:22</p> <p><b>clean</b> [9] - 27:3, 95:7, 95:13, 118:18, 140:25, 158:1,</p>	<p>174:16, 177:6, 203:21</p> <p><b>cleaner</b> [1] - 186:5</p> <p><b>clear</b> [10] - 7:21, 9:17, 35:11, 42:15, 50:20, 80:3, 80:7, 175:10, 195:17</p> <p><b>cleared</b> [1] - 79:13</p> <p><b>clearly</b> [3] - 12:2, 13:16, 123:12</p> <p><b>client</b> [1] - 44:7</p> <p><b>close</b> [8] - 17:18, 18:23, 19:1, 19:6, 22:18, 99:2, 157:9, 183:6</p> <p><b>closely</b> [1] - 75:23</p> <p><b>coincide</b> [1] - 75:23</p> <p><b>coincides</b> [1] - 78:5</p> <p><b>collected</b> [1] - 133:4</p> <p><b>collective</b> [2] - 185:22, 186:17</p> <p><b>column</b> [1] - 119:22</p> <p><b>Com</b> [1] - 57:19</p> <p><b>comfortable</b> [3] - 24:4, 91:1, 140:12</p> <p><b>coming</b> [8] - 99:2, 119:12, 119:14, 119:25, 145:1, 158:24, 160:8, 179:4</p> <p><b>commence</b> [1] - 69:23</p> <p><b>comment</b> [5] - 103:14, 136:3, 154:10, 154:17, 199:10</p> <p><b>comments</b> [14] - 61:5, 121:8, 124:5, 154:14, 158:22, 166:6, 166:8, 167:15, 169:4, 182:2, 183:19, 186:23, 187:21, 204:5</p> <p><b>commercial</b> [2] - 44:1, 44:5</p> <p><b>commercially</b> [1] - 92:3</p> <p><b>commission</b> [1] - 81:1</p> <p><b>Commission</b> [26] - 11:17, 13:23, 30:8, 31:16, 34:19, 35:24, 38:18, 55:2, 87:5, 119:8, 127:12, 132:19, 133:9, 133:11, 135:18, 135:19, 136:7, 136:20, 140:21, 141:22, 142:12, 161:17, 172:1, 182:14, 182:19, 183:2</p> <p><b>Commission's</b> [1] - 82:22</p> <p><b>commitments</b> [1] -</p>	<p>25:11</p> <p><b>committed</b> [1] - 166:21</p> <p><b>committee</b> [1] - 185:2</p> <p><b>common</b> [1] - 56:6</p> <p><b>community</b> [12] - 24:2, 35:14, 36:4, 86:25, 91:25, 182:16, 182:18, 183:5, 186:16, 194:4, 195:13, 197:7</p> <p><b>Company</b> [58] - 6:23, 6:25, 7:11, 7:16, 7:20, 8:10, 8:12, 9:2, 10:7, 10:10, 11:25, 14:21, 15:12, 15:15, 15:21, 16:14, 16:23, 17:13, 23:9, 27:5, 33:15, 37:22, 37:24, 38:3, 38:16, 38:19, 39:18, 41:3, 46:18, 64:19, 70:25, 76:9, 81:7, 82:7, 86:3, 103:8, 127:15, 129:1, 140:8, 141:5, 144:13, 144:25, 146:3, 146:12, 146:20, 149:2, 155:19, 156:18, 168:2, 175:2, 175:4, 175:5, 179:3, 195:23, 195:24, 196:17</p> <p><b>company</b> [13] - 7:9, 94:3, 94:5, 94:19, 118:10, 135:14, 140:9, 143:24, 155:9, 166:15, 175:9, 175:13, 203:16</p> <p><b>Company's</b> [5] - 9:5, 9:6, 9:21, 46:2, 82:2</p> <p><b>compare</b> [2] - 128:10, 166:9</p> <p><b>compensation</b> [8] - 15:6, 65:14, 66:3, 66:17, 66:21, 67:10, 174:5, 192:16</p> <p><b>complain</b> [1] - 195:6</p> <p><b>complaint</b> [3] - 145:9, 167:3, 184:13</p> <p><b>complaints</b> [1] - 158:3</p> <p><b>Complete</b> [1] - 41:8</p> <p><b>complete</b> [4] - 57:22, 79:2, 87:17, 124:12</p> <p><b>completed</b> [1] - 125:17</p> <p><b>completely</b> [4] - 85:5, 172:12, 182:21, 182:22</p> <p><b>completion</b> [1] - 75:4</p> <p><b>compliance</b> [1] -</p>	<p>129:13</p> <p><b>comply</b> [1] - 57:8</p> <p><b>comprehension</b> [1] - 198:20</p> <p><b>compromise</b> [4] - 160:24, 167:1, 182:23, 195:9</p> <p><b>concede</b> [1] - 70:24</p> <p><b>conceded</b> [2] - 13:15, 161:22</p> <p><b>conceivable</b> [1] - 86:8</p> <p><b>concern</b> [1] - 194:3</p> <p><b>concerned</b> [4] - 79:5, 110:13, 164:3, 195:1</p> <p><b>concerning</b> [3] - 13:1, 55:16, 82:5</p> <p><b>concerns</b> [4] - 140:7, 140:14, 140:19, 144:5</p> <p><b>concessions</b> [2] - 36:2, 191:4</p> <p><b>concluded</b> [1] - 204:12</p> <p><b>conclusion</b> [2] - 164:25, 194:13</p> <p><b>conclusions</b> [1] - 126:8</p> <p><b>concur</b> [1] - 155:17</p> <p><b>conditional</b> [1] - 49:2</p> <p><b>conditioned</b> [1] - 49:1</p> <p><b>conditions</b> [3] - 50:11, 140:10, 144:5</p> <p><b>conference</b> [3] - 31:6, 134:12, 134:20</p> <p><b>confirm</b> [1] - 79:7</p> <p><b>confirmed</b> [2] - 85:23, 89:22</p> <p><b>confused</b> [1] - 31:9</p> <p><b>confusing</b> [2] - 33:5, 112:12</p> <p><b>connected</b> [1] - 142:7</p> <p><b>connection</b> [5] - 44:12, 84:22, 133:23, 142:7, 149:3</p> <p><b>Connections</b> [1] - 106:4</p> <p><b>connections</b> [20] - 44:11, 44:12, 44:13, 45:1, 45:22, 46:6, 46:12, 47:24, 50:22, 51:1, 97:10, 98:2, 102:10, 106:3, 106:6, 110:6, 112:23, 114:10, 134:2, 155:11</p> <p><b>consequently</b> [1] - 157:5</p> <p><b>conservation</b> [1] - 169:21</p> <p><b>consider</b> [14] -</p>	<p>24:11, 24:20, 24:23, 25:1, 26:2, 59:4, 59:25, 81:1, 140:21, 143:20, 144:4, 144:8, 183:2, 194:16</p> <p><b>considerably</b> [1] - 131:2</p> <p><b>consideration</b> [7] - 12:24, 13:16, 23:14, 123:14, 140:12, 152:23, 172:5</p> <p><b>considerations</b> [3] - 138:14, 139:23, 141:3</p> <p><b>considered</b> [10] - 64:14, 79:22, 80:9, 81:3, 81:5, 139:3, 142:11, 159:16, 180:3, 192:25</p> <p><b>considering</b> [1] - 140:9</p> <p><b>consistent</b> [1] - 24:3</p> <p><b>constitutes</b> [2] - 41:10, 87:9</p> <p><b>construct</b> [1] - 15:18</p> <p><b>construction</b> [5] - 75:4, 124:25, 130:21, 135:4, 184:23</p> <p><b>consumed</b> [1] - 134:6</p> <p><b>consumption</b> [1] - 98:20</p> <p><b>contacted</b> [1] - 121:10</p> <p><b>contained</b> [3] - 112:3, 118:14, 141:4</p> <p><b>contains</b> [1] - 142:1</p> <p><b>contention</b> [4] - 35:13, 36:3, 64:13, 71:20</p> <p><b>contentions</b> [1] - 158:3</p> <p><b>contents</b> [1] - 141:16</p> <p><b>contest</b> [1] - 160:5</p> <p><b>contested</b> [1] - 55:13</p> <p><b>context</b> [2] - 62:19, 85:11</p> <p><b>contingency</b> [1] - 179:23</p> <p><b>contingent</b> [1] - 46:1</p> <p><b>continue</b> [6] - 31:10, 57:21, 71:9, 73:14, 123:7, 178:25</p> <p><b>continued</b> [1] - 7:17</p> <p><b>contract</b> [23] - 13:3, 13:11, 27:15, 27:20, 28:6, 28:21, 29:1, 31:18, 31:20, 32:3, 32:4, 40:10, 54:4, 82:12, 82:15, 82:17, 82:18, 82:22, 82:24, 84:19, 88:4, 89:12,</p>
---	---	---	---	--

110:7 <b>contracted</b> [1] - 28:9 <b>contractor</b> [2] - 161:9, 179:14 <b>contractors</b> [1] - 156:9 <b>contracts</b> [5] - 41:14, 87:13, 197:13, 198:18, 198:22 <b>contractual</b> [1] - 63:24 <b>contributed</b> [3] - 130:20, 170:15, 179:11 <b>contribution</b> [1] - 37:21 <b>contributions</b> [2] - 10:9, 135:3 <b>controls</b> [1] - 124:15 <b>convenience</b> [1] - 129:8 <b>conversation</b> [1] - 169:15 <b>conversations</b> [3] - 30:4, 158:15, 159:14 <b>convey</b> [2] - 16:14, 42:14 <b>conveyed</b> [2] - 122:6, 122:7 <b>cooperated</b> [1] - 129:15 <b>cooperation</b> [1] - 196:10 <b>copied</b> [1] - 79:3 <b>copies</b> [6] - 9:18, 35:3, 40:20, 40:21, 104:17, 118:19 <b>copy</b> [11] - 16:20, 26:22, 27:3, 40:19, 41:1, 46:25, 61:21, 95:15, 120:11, 142:8, 147:22 <b>corners</b> [2] - 82:16, 146:6 <b>corporate</b> [9] - 15:1, 63:16, 65:20, 65:25, 68:6, 126:19, 126:24, 128:14, 154:25 <b>corporation</b> [46] - 7:12, 7:23, 7:24, 8:7, 8:8, 83:23, 117:23, 118:3, 118:4, 119:23, 120:2, 124:14, 124:21, 125:10, 126:4, 126:5, 126:17, 126:22, 127:1, 127:10, 129:14, 129:16, 129:18, 129:20, 129:21, 130:14, 130:21, 132:1, 132:3, 132:18, 132:19, 133:21, 134:5, 154:20, 155:7, 164:4, 166:13, 166:18, 174:23, 178:22, 180:17, 180:22, 181:18, 190:21, 192:4, 197:19 <b>corporation's</b> [1] - 127:4 <b>correct</b> [23] - 15:13, 17:2, 41:1, 46:13, 48:12, 51:19, 51:20, 51:23, 51:24, 51:25, 52:3, 52:10, 59:5, 60:1, 60:2, 77:4, 89:10, 119:16, 139:3, 153:18, 153:21, 200:12, 200:13 <b>corrected</b> [2] - 119:9, 119:15 <b>corrections</b> [1] - 119:3 <b>correctly</b> [5] - 41:19, 42:7, 42:24, 100:21, 189:15 <b>cost</b> [30] - 26:19, 35:6, 35:20, 35:22, 64:25, 69:6, 69:8, 69:12, 71:21, 71:23, 124:4, 124:7, 124:13, 126:4, 128:14, 128:23, 129:16, 129:17, 129:19, 130:14, 130:16, 130:17, 131:3, 131:9, 131:12, 151:16, 157:15, 158:6 <b>costly</b> [1] - 164:9 <b>costs</b> [16] - 8:3, 35:17, 65:23, 107:16, 120:1, 131:6, 131:7, 131:14, 160:2, 165:10, 173:15, 173:16, 174:3, 174:10, 187:9, 187:12 <b>coulda</b> [1] - 105:11 <b>counsel's</b> [1] - 97:2 <b>counteroffer</b> [1] - 70:24 <b>country</b> [1] - 193:22 <b>County</b> [8] - 16:16, 72:22, 73:4, 76:10, 76:11, 100:7, 103:3, 108:12 <b>couple</b> [8] - 15:22, 40:21, 62:11, 67:5, 83:14, 113:11, 169:13, 172:22 <b>course</b> [16] - 17:21, 20:8, 26:6, 39:10, 43:19, 45:13, 55:25, 56:16, 56:24, 117:16, 122:5, 131:12, 134:19, 152:4, 152:14, 204:1 <b>court</b> [1] - 121:24 <b>courteous</b> [1] - 137:4 <b>cover</b> [1] - 35:17 <b>covered</b> [2] - 44:25, 164:7 <b>covering</b> [1] - 164:16 <b>cow</b> [1] - 203:16 <b>CPC</b> [1] - 145:9 <b>CPCN</b> [5] - 129:4, 129:20, 145:10, 155:6, 155:7 <b>crane</b> [1] - 124:16 <b>crazy</b> [1] - 172:12 <b>create</b> [2] - 143:23, 173:21 <b>credit</b> [3] - 132:19, 185:8, 186:19 <b>critical</b> [1] - 17:10 <b>cross</b> [2] - 58:18, 116:19 <b>cross examination</b> [15] - 39:22, 40:1, 59:1, 64:10, 69:2, 90:24, 103:12, 111:9, 114:2, 115:7, 115:23, 135:17, 139:1, 139:6, 162:11 <b>cubic</b> [1] - 105:25 <b>curiosity</b> [1] - 71:25 <b>curious</b> [1] - 64:12 <b>current</b> [3] - 46:12, 146:2, 157:16 <b>Customer</b> [2] - 163:14, 182:10 <b>customer</b> [14] - 44:7, 80:24, 132:25, 133:1, 137:22, 163:13, 163:16, 168:13, 182:8, 183:17, 187:5, 193:13, 199:7, 202:16 <b>customers</b> [24] - 7:14, 24:18, 33:10, 33:12, 34:8, 34:15, 38:20, 43:25, 65:11, 81:2, 81:6, 118:11, 125:9, 125:21, 125:22, 132:11, 132:20, 132:22, 140:16, 140:22, 141:5, 178:15, 182:16 <b>customers'</b> [2] - 38:22, 182:21 <b>cut</b> [1] - 137:3	167:22 <b>dad</b> [1] - 185:5 <b>Daines</b> [1] - 83:6 <b>Dallas Clark</b> [1] - 155:9 <b>Dan</b> [3] - 132:25, 133:4, 142:3 <b>dangerous</b> [1] - 196:7 <b>dare</b> [1] - 85:1 <b>dark</b> [1] - 72:3 <b>DARLEY</b> [11] - 163:3, 163:8, 163:11, 163:14, 163:16, 163:18, 166:4, 166:8, 167:18, 167:22, 168:4 <b>Darley</b> [2] - 163:5, 167:23 <b>darn</b> [1] - 178:5 <b>Daryl</b> [1] - 78:3 <b>Daryl Anderson</b> [2] - 78:2, 155:8 <b>date</b> [10] - 28:13, 31:5, 72:16, 100:6, 100:8, 100:12, 103:3, 121:18, 122:5, 122:19 <b>dated</b> [16] - 27:8, 32:20, 36:5, 36:10, 37:16, 47:17, 86:4, 118:24, 120:5, 126:15, 127:6, 137:15, 138:1, 138:4, 139:19, 147:21 <b>dated..</b> [1] - 45:8 <b>dates</b> [6] - 8:15, 14:22, 19:24, 22:16, 56:19, 122:3 <b>Dave</b> [33] - 93:15, 94:2, 95:3, 95:6, 95:13, 95:24, 97:12, 97:20, 98:6, 99:17, 100:2, 100:5, 100:11, 101:20, 101:25, 102:7, 109:14, 158:12, 158:17, 158:19, 159:12, 160:18, 161:22, 162:2, 162:3, 163:22, 166:24, 167:3, 173:1, 180:19, 187:9 <b>Dave Thompson</b> [3] - 160:11, 161:20, 165:16 <b>Dave's</b> [5] - 96:5, 96:10, 105:11, 114:19, 166:9 <b>David</b> [28] - 14:7, 92:23, 93:3, 93:9, 93:11, 93:19, 94:6, 94:9, 94:10, 94:13, 97:4, 114:4, 115:25, 138:20, 142:6, 143:21, 143:22, 143:24, 147:11, 147:14, 174:5, 182:25, 194:12, 195:3, 195:20, 195:21, 197:24 <b>David Thompson</b> [5] - 13:19, 93:7, 170:7, 171:3, 172:6 <b>David Z. Thompson</b> [3] - 14:15, 92:16, 147:15 <b>David's</b> [7] - 74:1, 94:7, 96:24, 116:2, 170:24, 180:14, 182:22 <b>days</b> [5] - 132:14, 134:2, 134:7, 174:17, 178:4 <b>deadline</b> [1] - 155:20 <b>deal</b> [12] - 25:24, 100:22, 101:13, 101:15, 106:14, 109:3, 150:13, 152:2, 152:6, 165:3, 169:1, 175:16 <b>dealing</b> [1] - 152:7 <b>dealings</b> [2] - 107:22, 195:19 <b>dealt</b> [1] - 94:17 <b>debts</b> [3] - 140:15, 145:14, 181:1 <b>deceased</b> [1] - 148:23 <b>December</b> [3] - 97:21, 98:12, 116:4 <b>decent</b> [1] - 158:6 <b>decide</b> [1] - 170:1 <b>decided</b> [4] - 22:10, 61:3, 61:4, 151:12 <b>deciding</b> [1] - 35:12 <b>decision</b> [5] - 82:16, 174:7, 182:15, 196:2, 204:9 <b>decisions</b> [1] - 194:16 <b>declare</b> [1] - 181:11 <b>decreased</b> [1] - 176:25 <b>dedicated</b> [3] - 29:18, 149:2, 149:17 <b>deducted</b> [1] - 130:3 <b>Dee Doney</b> [2] - 79:14, 193:12 <b>deed</b> [4] - 16:22, 73:5, 149:11, 163:21 <b>deeded</b> [1] - 163:21 <b>deem</b> [1] - 60:13 <b>defending</b> [1] - 160:11
<b>D</b>	
<b>D-A-R-L-E-Y</b> [1] -	

<p><b>defined</b> [2] - 49:8, 86:22</p> <p><b>definitely</b> [5] - 79:22, 186:13, 191:7, 191:12, 192:14</p> <p><b>Degree</b> [2] - 135:12, 135:13</p> <p><b>degree</b> [3] - 170:3, 184:22, 184:23</p> <p><b>deliver</b> [1] - 177:7</p> <p><b>delivered</b> [7] - 34:1, 37:16, 38:20, 43:23, 78:24, 98:16, 177:9</p> <p><b>delivering</b> [2] - 98:11, 140:25</p> <p><b>delivery</b> [4] - 26:19, 45:20, 49:8, 159:1</p> <p><b>demean</b> [1] - 181:19</p> <p><b>demonstrates</b> [1] - 134:8</p> <p><b>denying</b> [1] - 173:1</p> <p><b>deposit</b> [1] - 148:4</p> <p><b>deposited</b> [2] - 68:3, 126:24</p> <p><b>depreciation</b> [3] - 131:16, 131:17, 131:20</p> <p><b>deputy</b> [1] - 135:9</p> <p><b>derail</b> [1] - 184:5</p> <p><b>describe</b> [1] - 117:20</p> <p><b>described</b> [6] - 12:9, 21:10, 42:22, 43:6, 44:2, 44:19</p> <p><b>description</b> [1] - 12:7</p> <p><b>desert</b> [1] - 176:22</p> <p><b>deserves</b> [2] - 160:20, 195:21</p> <p><b>designated</b> [1] - 46:18</p> <p><b>desire</b> [2] - 90:9, 135:19</p> <p><b>destroyed</b> [2] - 171:22, 180:8</p> <p><b>detail</b> [1] - 141:6</p> <p><b>detailed</b> [1] - 55:12</p> <p><b>details</b> [2] - 26:5, 26:6</p> <p><b>determination</b> [1] - 82:23</p> <p><b>determinations</b> [1] - 135:6</p> <p><b>determined</b> [2] - 21:21, 24:1</p> <p><b>detriment</b> [1] - 99:24</p> <p><b>develop</b> [15] - 15:18, 25:12, 25:16, 25:19, 25:21, 26:3, 44:22, 48:4, 48:6, 54:5, 66:24, 99:18, 100:9, 197:12, 198:2</p>	<p><b>developed</b> [8] - 8:19, 23:21, 100:10, 123:6, 137:25, 139:18, 163:22, 197:22</p> <p><b>developer</b> [2] - 161:10, 176:2</p> <p><b>developing</b> [6] - 63:23, 69:13, 73:15, 100:25, 102:14, 184:11</p> <p><b>development</b> [14] - 7:13, 11:5, 11:8, 12:1, 20:19, 20:20, 21:4, 63:5, 63:13, 63:17, 75:14, 77:12, 100:7, 148:14</p> <p><b>developments</b> [1] - 197:12</p> <p><b>develops</b> [1] - 197:16</p> <p><b>Devin King</b> [1] - 79:15</p> <p><b>Deweyville</b> [4] - 92:11, 92:12, 92:16, 200:1</p> <p><b>dictate</b> [2] - 180:16, 180:22</p> <p><b>died</b> [2] - 189:22, 200:20</p> <p><b>difference</b> [6] - 101:12, 113:17, 127:9, 139:4, 139:5, 190:5</p> <p><b>different</b> [13] - 67:17, 75:20, 76:2, 76:3, 93:20, 101:2, 145:7, 156:1, 157:7, 157:11, 157:12, 176:17, 200:12</p> <p><b>digging</b> [4] - 69:20, 71:16, 152:6, 152:18</p> <p><b>diligently</b> [1] - 189:11</p> <p><b>dipped</b> [1] - 169:12</p> <p><b>direct</b> [2] - 87:4, 114:4</p> <p><b>DIRECT EXAMINATION</b> [2] - 14:18, 117:6</p> <p><b>directed</b> [1] - 16:15</p> <p><b>directly</b> [1] - 147:1</p> <p><b>director</b> [3] - 15:5, 91:23, 135:9</p> <p><b>disabilities</b> [1] - 173:9</p> <p><b>disagree</b> [1] - 184:24</p> <p><b>disagreements</b> [1] - 196:9</p> <p><b>disallowed</b> [7] - 128:25, 129:10, 129:17, 129:22,</p>	<p>129:25, 185:1</p> <p><b>disbursed</b> [1] - 175:3</p> <p><b>disclosure</b> [1] - 178:23</p> <p><b>discover</b> [1] - 164:18</p> <p><b>discovered</b> [1] - 185:5</p> <p><b>discuss</b> [9] - 6:10, 6:23, 7:3, 13:20, 26:4, 36:19, 83:20, 118:7, 118:9</p> <p><b>discussed</b> [10] - 9:20, 25:3, 37:2, 40:8, 61:6, 104:22, 133:10, 151:7, 164:24, 202:2</p> <p><b>discusses</b> [1] - 11:18</p> <p><b>discussing</b> [5] - 30:23, 31:2, 31:11, 32:9, 150:6</p> <p><b>discussion</b> [12] - 7:5, 7:9, 8:18, 12:18, 17:11, 26:1, 38:5, 40:5, 65:16, 104:5, 138:18, 196:19</p> <p><b>discussions</b> [9] - 7:1, 13:21, 26:7, 32:7, 32:17, 33:17, 34:14, 118:9, 152:22</p> <p><b>dislike</b> [1] - 190:2</p> <p><b>disposition</b> [2] - 28:17, 32:12</p> <p><b>dispute</b> [1] - 109:3</p> <p><b>distances</b> [1] - 191:15</p> <p><b>distributed</b> [1] - 118:23</p> <p><b>distributes</b> [1] - 8:9</p> <p><b>distribution</b> [1] - 16:11</p> <p><b>Distribution</b> [10] - 6:23, 6:25, 8:10, 9:2, 10:7, 14:21, 15:12, 16:23, 37:22, 38:16</p> <p><b>district court</b> [2] - 85:24, 89:24</p> <p><b>diversion</b> [32] - 11:19, 12:4, 12:9, 17:18, 18:14, 18:18, 19:2, 19:19, 19:20, 19:22, 21:8, 22:6, 22:9, 50:8, 50:17, 50:25, 52:1, 84:25, 96:23, 97:6, 102:1, 111:23, 112:3, 112:11, 112:13, 114:24, 115:3, 122:17, 122:25, 123:5, 123:9, 198:3</p> <p><b>diversions</b> [1] - 121:5</p>	<p><b>divert</b> [6] - 12:15, 12:23, 52:8, 52:17, 53:22, 100:24</p> <p><b>diverted</b> [1] - 101:14</p> <p><b>divided</b> [4] - 134:1, 190:13, 190:14, 190:15</p> <p><b>dividing</b> [1] - 132:10</p> <p><b>Division</b> [82] - 8:4, 8:19, 8:22, 8:24, 11:17, 16:19, 31:7, 32:19, 32:24, 33:18, 35:24, 36:7, 36:8, 36:12, 37:1, 37:3, 37:5, 37:23, 37:25, 38:1, 38:5, 39:12, 40:11, 45:6, 58:8, 81:7, 81:17, 81:20, 81:24, 81:25, 82:9, 83:10, 83:14, 87:2, 87:4, 87:18, 89:12, 89:20, 90:14, 93:24, 94:8, 103:8, 113:10, 116:22, 117:17, 119:7, 120:3, 120:15, 121:10, 122:1, 126:9, 127:2, 127:11, 128:5, 129:11, 130:6, 135:16, 139:25, 141:11, 142:14, 142:16, 143:11, 145:24, 149:22, 150:17, 150:24, 154:8, 154:9, 157:4, 157:16, 161:18, 161:19, 162:17, 167:24, 172:2, 172:3, 174:12, 180:4, 194:4, 194:19, 196:4</p> <p><b>division</b> [4] - 159:19, 177:15, 192:7, 196:11</p> <p><b>Division of Public Utilities</b> [4] - 7:1, 117:12, 137:25, 139:19</p> <p><b>Division's</b> [33] - 9:21, 29:14, 29:17, 32:18, 34:21, 81:24, 82:13, 82:20, 83:19, 83:21, 84:8, 84:10, 84:13, 84:20, 85:2, 87:16, 88:1, 90:3, 118:15, 118:24, 120:5, 122:10, 123:11, 126:7, 126:16, 126:23, 129:9, 134:21, 138:7, 141:2, 144:18, 153:5, 154:14</p> <p><b>docket</b> [6] - 117:17, 118:15, 121:4, 141:25, 142:24, 143:3</p>	<p><b>Docket</b> [3] - 6:9, 8:14, 141:23</p> <p><b>dockets</b> [2] - 145:8, 145:11</p> <p><b>document</b> [22] - 34:1, 36:14, 36:24, 37:15, 48:9, 82:17, 88:2, 118:18, 137:10, 137:21, 138:2, 138:4, 138:7, 139:18, 141:4, 143:17, 144:9, 147:20, 157:6, 183:22, 184:10, 198:12</p> <p><b>documentation</b> [3] - 10:18, 13:10, 128:22</p> <p><b>documented</b> [4] - 10:13, 129:5, 129:24, 130:18</p> <p><b>documents</b> [8] - 15:2, 69:10, 86:3, 142:10, 142:12, 142:15, 142:20, 183:25</p> <p><b>dollar</b> [2] - 166:15, 181:12</p> <p><b>dollars</b> [2] - 132:24, 192:20</p> <p><b>domestic</b> [1] - 47:10</p> <p><b>donated</b> [1] - 131:5</p> <p><b>donating</b> [1] - 158:1</p> <p><b>donations</b> [2] - 173:20, 173:23</p> <p><b>done</b> [35] - 19:18, 22:3, 22:24, 25:19, 56:22, 57:1, 57:12, 66:23, 75:19, 85:25, 98:7, 119:13, 122:9, 122:18, 135:15, 148:18, 149:8, 152:20, 159:23, 175:19, 179:6, 180:19, 184:2, 184:6, 185:23, 191:8, 195:3, 195:12, 195:14, 200:18, 200:23, 201:4, 201:8, 201:9, 201:16</p> <p><b>DONEY</b> [6] - 193:8, 193:12, 193:15, 193:18, 193:21, 194:25</p> <p><b>Doney</b> [1] - 79:15</p> <p><b>Dorothy Hogan</b> [2] - 64:8, 172:21</p> <p><b>Dottie</b> [3] - 190:20, 192:4, 195:14</p> <p><b>down</b> [18] - 64:1, 64:2, 65:23, 92:10, 93:10, 104:23, 108:16, 111:15, 113:18, 132:7,</p>
--	--	--	---	---

152:11, 164:21, 174:18, 187:9, 187:12, 188:19, 190:9, 192:23 <b>DPU</b> [4] - 118:20, 118:23, 120:6, 120:15 <b>DPU's</b> [1] - 119:22 <b>DPU-1.0</b> [1] - 120:21 <b>draft</b> [2] - 9:1, 26:12 <b>drafts</b> [2] - 26:7, 26:8 <b>Drafts</b> [1] - 184:1 <b>drainage</b> [1] - 96:22 <b>drawn</b> [1] - 126:9 <b>dreams</b> [1] - 199:24 <b>dried</b> [1] - 176:22 <b>dried-out</b> [1] - 176:22 <b>drill</b> [7] - 22:10, 22:21, 69:8, 71:21, 71:23, 107:6, 177:13 <b>drilled</b> [15] - 17:12, 17:17, 17:23, 17:25, 18:7, 18:14, 18:15, 18:21, 18:23, 19:7, 22:13, 22:23, 23:8, 92:13 <b>driller</b> [4] - 21:20, 69:22, 69:23, 185:7 <b>drilling</b> [5] - 21:13, 69:19, 69:24, 124:17 <b>drink</b> [1] - 169:8 <b>Drinking</b> [2] - 93:24, 94:8 <b>drinking</b> [2] - 175:9, 179:12 <b>drive</b> [2] - 94:25, 202:12 <b>drop</b> [2] - 112:18, 112:24 <b>dropping</b> [1] - 164:22 <b>dry</b> [3] - 17:24, 69:5, 189:3 <b>due</b> [5] - 74:24, 76:1, 129:13, 170:19, 174:5 <b>duly</b> [18] - 14:12, 14:16, 91:14, 91:20, 117:1, 117:4, 139:12, 147:16, 162:14, 163:5, 168:9, 172:20, 182:5, 183:14, 187:2, 187:24, 197:2, 199:17 <b>duplicate</b> [1] - 9:16 <b>duration</b> [1] - 164:4 <b>During</b> [3] - 74:8, 75:10, 134:4 <b>during</b> [16] - 39:5, 39:7, 56:1, 56:4, 56:8, 57:14, 57:16, 57:17, 95:2, 95:4, 96:17, 115:19, 119:10,	130:4, 133:22, 170:18 <b>duties</b> [10] - 66:1, 121:4, 151:2, 151:21, 151:23, 152:23, 155:23, 156:6, 156:7 <b>duty</b> [1] - 152:17 <b>dying</b> [1] - 189:24  <b>E</b>  <b>Early</b> [1] - 17:15 <b>early</b> [1] - 20:8 <b>earned</b> [3] - 161:2, 166:10, 166:24 <b>easement</b> [4] - 33:12, 71:22, 108:10, 108:12 <b>easements</b> [1] - 49:6 <b>easiest</b> [1] - 14:4 <b>East</b> [1] - 117:13 <b>east</b> [1] - 92:7 <b>easy</b> [3] - 159:1, 159:2, 201:21 <b>education</b> [3] - 135:5, 135:11, 170:15 <b>EDUs</b> [2] - 12:15, 110:8 <b>effectively</b> [1] - 177:10 <b>effort</b> [2] - 24:12, 66:21 <b>efforts</b> [3] - 118:7, 176:15, 181:20 <b>Eight</b> [2] - 61:13, 76:20 <b>eight</b> [3] - 61:14, 76:17 <b>either</b> [6] - 43:9, 127:15, 129:23, 135:8, 143:22, 192:23 <b>Elder</b> [4] - 72:22, 73:4, 76:10 <b>Eldon Johnson</b> [1] - 155:10 <b>electrical</b> [4] - 108:20, 108:22, 122:12, 152:5 <b>eliminate</b> [1] - 27:21 <b>eliminated</b> [1] - 35:18 <b>email</b> [2] - 36:10, 79:21 <b>emailed</b> [2] - 79:1, 79:12 <b>emotional</b> [1] - 166:5 <b>emphasis</b> [1] - 186:1 <b>emphasize</b> [1] - 49:10 <b>employed</b> [3] - 117:10, 117:12, 135:7	<b>employees</b> [1] - 153:9 <b>employment</b> [1] - 117:16 <b>empty</b> [1] - 77:3 <b>encourage</b> [1] - 133:9 <b>encumbrance</b> [1] - 42:15 <b>end</b> [9] - 61:1, 97:1, 101:12, 107:5, 108:18, 167:15, 176:18, 176:19, 181:5 <b>endeavor</b> [1] - 184:15 <b>ended</b> [1] - 100:4 <b>engineer</b> [26] - 13:14, 22:4, 22:5, 30:15, 31:3, 31:14, 47:17, 48:8, 49:25, 50:4, 50:9, 50:13, 56:5, 57:1, 57:3, 74:1, 74:15, 76:16, 76:25, 85:23, 96:17, 111:19, 115:17, 121:11, 121:13, 123:8 <b>engineer's</b> [3] - 11:13, 31:11, 57:23 <b>enjoyed</b> [1] - 171:21 <b>ensure</b> [4] - 8:1, 141:4, 178:25, 180:2 <b>enter</b> [3] - 114:5, 149:25, 198:21 <b>entered</b> [7] - 10:5, 29:2, 53:14, 85:19, 120:16, 120:20, 134:21 <b>enterprise</b> [1] - 175:25 <b>entire</b> [2] - 41:11, 87:9 <b>entitled</b> [1] - 66:17 <b>environment</b> [1] - 186:6 <b>environments</b> [1] - 171:17 <b>equal</b> [1] - 96:13 <b>equalize</b> [1] - 164:6 <b>equalled</b> [1] - 132:11 <b>equipment</b> [3] - 128:19, 152:15, 181:15 <b>equitable</b> [1] - 179:2 <b>Equivalent</b> [1] - 11:5 <b>equivalent</b> [3] - 11:11, 44:14, 149:9 <b>especially</b> [1] - 165:3 <b>essence</b> [1] - 28:20 <b>establish</b> [1] - 54:14 <b>established</b> [2] - 85:22, 157:15	<b>Etcetera</b> [1] - 152:8 <b>Eugene Hogan</b> [2] - 115:22, 197:6 <b>evaluation</b> [1] - 152:22 <b>evening</b> [9] - 6:3, 6:7, 6:21, 14:9, 78:25, 196:23, 196:24, 199:4, 204:6 <b>events</b> [5] - 82:4, 82:5, 82:6, 88:10, 163:19 <b>eventually</b> [1] - 132:7 <b>evidence</b> [9] - 13:3, 27:14, 37:5, 55:3, 82:10, 137:12, 137:15, 141:10, 158:5 <b>evidenced</b> [1] - 15:1 <b>evidentiary</b> [2] - 6:15, 54:14 <b>exact</b> [3] - 16:20, 129:1, 133:6 <b>exactly</b> [8] - 8:8, 84:19, 98:23, 99:12, 139:24, 158:12, 170:13, 189:1 <b>EXAMINATION</b> [1] - 147:18 <b>examine</b> [2] - 58:19, 116:19 <b>examined</b> [4] - 14:17, 91:21, 117:5, 147:17 <b>example</b> [1] - 140:14 <b>exceeded</b> [1] - 84:11 <b>except</b> [3] - 31:18, 41:16, 109:8 <b>Excepting</b> [1] - 43:25 <b>excess</b> [3] - 85:16, 126:4, 170:3 <b>exchange</b> [3] - 67:9, 86:11, 126:18 <b>excited</b> [1] - 164:11 <b>exclude</b> [1] - 122:15 <b>exclusive</b> [1] - 42:19 <b>excuse</b> [4] - 59:9, 160:17, 160:18, 160:20 <b>Excuse</b> [3] - 24:22, 172:3, 194:21 <b>executed</b> [1] - 113:1 <b>execution</b> [2] - 82:4, 82:5 <b>exhibit</b> [5] - 29:16, 32:1, 36:13, 41:3, 119:16 <b>Exhibit</b> [10] - 32:21, 42:23, 49:9, 118:20, 119:21, 120:7, 120:21, 127:5, 127:8	<b>Exhibit 2</b> [1] - 19:14 <b>Exhibit A</b> [18] - 9:4, 9:5, 9:6, 9:25, 13:10, 27:19, 29:24, 30:22, 31:15, 33:9, 33:15, 46:20, 46:21, 47:19, 47:20, 48:8, 52:15, 86:4 <b>Exhibit B</b> [4] - 10:18, 10:23, 12:14, 18:13 <b>Exhibit C</b> [2] - 27:5, 31:20 <b>Exhibit D</b> [4] - 33:21, 33:25, 37:11, 37:14 <b>Exhibit No. 2</b> [1] - 118:23 <b>exhibits</b> [13] - 9:4, 9:18, 10:23, 30:23, 33:22, 41:10, 51:14, 87:8, 119:10, 119:15, 120:16, 126:9, 134:22 <b>Exhibits</b> [4] - 119:9, 119:15, 120:16, 126:10 <b>existed</b> [5] - 10:20, 11:22, 17:21, 27:22, 107:21 <b>existing</b> [8] - 12:6, 12:7, 44:10, 44:25, 45:21, 92:16, 96:21, 97:11 <b>exists</b> [4] - 7:24, 136:18, 170:6, 198:25 <b>expansion</b> [1] - 25:10 <b>expect</b> [3] - 25:19, 140:23, 161:14 <b>expectations</b> [1] - 173:20 <b>expected</b> [2] - 164:5, 167:10 <b>expecting</b> [1] - 147:7 <b>expended</b> [1] - 165:19 <b>expense</b> [3] - 130:1, 167:7, 175:7 <b>expenses</b> [7] - 157:25, 164:5, 164:8, 164:16, 165:8, 165:10 <b>expenses/</b> <b>transactions</b> [1] - 118:5 <b>expensive</b> [2] - 186:10, 186:15 <b>experience</b> [3] - 184:24, 197:8, 197:9 <b>expert</b> [1] - 52:6 <b>expertise</b> [3] - 115:11, 135:6, 179:10 <b>expire</b> [2] - 121:24, 123:25
--	---	--	---	--

<p><b>explain</b> <sup>[11]</sup> - 17:7, 17:12, 21:12, 23:13, 34:20, 60:9, 63:20, 105:7, 143:15, 147:24, 151:23</p> <p><b>Explain</b> <sup>[1]</sup> - 17:9</p> <p><b>explained</b> <sup>[4]</sup> - 22:5, 32:4, 151:6, 155:23</p> <p><b>explanation</b> <sup>[1]</sup> - 160:15</p> <p><b>explicit</b> <sup>[1]</sup> - 11:2</p> <p><b>Express</b> <sup>[1]</sup> - 181:6</p> <p><b>express</b> <sup>[3]</sup> - 41:17, 124:23, 193:23</p> <p><b>expressed</b> <sup>[1]</sup> - 39:17</p> <p><b>expressly</b> <sup>[1]</sup> - 49:1</p> <p><b>Extension</b> <sup>[1]</sup> - 55:18</p> <p><b>extension</b> <sup>[20]</sup> - 30:10, 30:24, 48:3, 48:10, 48:15, 48:17, 52:13, 55:16, 56:9, 56:13, 57:4, 57:21, 74:2, 74:7, 75:1, 75:20, 75:25, 85:15, 86:5, 123:24</p> <p><b>extension-of-time</b> <sup>[1]</sup> - 75:20</p> <p><b>extensions</b> <sup>[2]</sup> - 55:24, 56:20</p> <p><b>extent</b> <sup>[4]</sup> - 54:16, 87:24, 113:5, 136:25</p> <p><b>extra</b> <sup>[8]</sup> - 46:11, 84:18, 84:23, 85:4, 86:5, 102:9, 110:14, 167:1</p> <p><b>extremely</b> <sup>[1]</sup> - 184:9</p> <p><b>extrinsic</b> <sup>[1]</sup> - 13:3</p>	<p><b>fact</b> <sup>[1]</sup> - 184:19</p> <p><b>fail</b> <sup>[2]</sup> - 175:21, 198:22</p> <p><b>failed</b> <sup>[7]</sup> - 69:5, 86:14, 86:19, 175:21, 180:24, 181:5, 181:15</p> <p><b>fair</b> <sup>[7]</sup> - 144:17, 151:21, 177:10, 179:2, 180:4, 195:18, 195:19</p> <p><b>Fair</b> <sup>[1]</sup> - 66:7</p> <p><b>fairly</b> <sup>[1]</sup> - 75:23</p> <p><b>families</b> <sup>[5]</sup> - 11:10, 20:7, 47:12, 173:10</p> <p><b>family</b> <sup>[6]</sup> - 163:20, 163:23, 169:7, 185:12, 200:15, 203:7</p> <p><b>far</b> <sup>[8]</sup> - 21:10, 34:12, 65:8, 96:25, 98:1, 98:19, 110:13, 144:16</p> <p><b>fault</b> <sup>[3]</sup> - 170:25, 198:10, 198:11</p> <p><b>faxed</b> <sup>[1]</sup> - 80:6</p> <p><b>February</b> <sup>[1]</sup> - 133:20</p> <p><b>fee</b> <sup>[2]</sup> - 131:25, 165:21</p> <p><b>feelings</b> <sup>[2]</sup> - 39:17, 196:6</p> <p><b>fees</b> <sup>[11]</sup> - 107:6, 129:2, 129:3, 129:10, 129:20, 129:23, 140:2, 144:12, 144:16, 160:2</p> <p><b>feet</b> <sup>[19]</sup> - 12:8, 12:9, 12:24, 16:25, 18:2, 19:4, 20:15, 22:8, 31:17, 46:5, 48:10, 51:17, 53:23, 89:14, 105:25, 106:2, 113:19, 122:22, 149:2</p> <p><b>felt</b> <sup>[13]</sup> - 60:7, 65:2, 66:16, 71:1, 73:11, 122:20, 151:21, 164:9, 165:23, 165:24, 169:3, 187:5, 187:11</p> <p><b>fence</b> <sup>[1]</sup> - 178:8</p> <p><b>few</b> <sup>[10]</sup> - 40:11, 41:4, 51:6, 111:7, 133:17, 137:20, 143:13, 190:24, 194:5, 194:6</p> <p><b>Fifty</b> <sup>[2]</sup> - 97:13, 97:14</p> <p><b>Fifty-seven</b> <sup>[2]</sup> - 97:13, 97:14</p> <p><b>figure</b> <sup>[6]</sup> - 64:23, 69:15, 69:16, 72:13, 134:2, 198:7</p> <p><b>figures</b> <sup>[1]</sup> - 71:22</p>	<p><b>file</b> <sup>[17]</sup> - 20:14, 27:1, 52:25, 53:5, 74:24, 75:1, 75:25, 86:19, 96:20, 102:5, 105:10, 105:14, 113:2, 115:1, 115:4, 121:13, 143:2</p> <p><b>filed</b> <sup>[32]</sup> - 8:11, 10:24, 11:1, 11:4, 11:7, 11:9, 11:10, 11:12, 18:8, 19:10, 19:24, 20:18, 20:24, 21:5, 21:6, 29:4, 30:15, 32:7, 37:9, 51:12, 51:21, 52:13, 86:3, 100:6, 104:1, 113:4, 113:20, 118:14, 119:7, 121:16, 126:9</p> <p><b>files</b> <sup>[3]</sup> - 9:13, 9:15, 202:22</p> <p><b>filing</b> <sup>[5]</sup> - 105:17, 105:24, 105:25, 106:13, 119:8</p> <p><b>filings</b> <sup>[4]</sup> - 40:10, 45:6, 45:7, 46:16</p> <p><b>fill</b> <sup>[1]</sup> - 202:18</p> <p><b>final</b> <sup>[7]</sup> - 7:2, 8:25, 26:11, 32:18, 32:25, 124:10, 126:8</p> <p><b>Final</b> <sup>[1]</sup> - 118:24</p> <p><b>finalize</b> <sup>[1]</sup> - 134:17</p> <p><b>finally</b> <sup>[4]</sup> - 37:8, 38:13, 96:2, 158:20</p> <p><b>finance</b> <sup>[3]</sup> - 10:10, 124:25, 135:9</p> <p><b>fine</b> <sup>[7]</sup> - 20:1, 33:23, 49:19, 55:14, 69:17, 100:20</p> <p><b>finished</b> <sup>[5]</sup> - 58:4, 58:9, 78:9, 78:11, 143:8</p> <p><b>fire</b> <sup>[4]</sup> - 159:5, 170:16, 178:4, 178:10</p> <p><b>First</b> <sup>[3]</sup> - 7:6, 41:5, 172:23</p> <p><b>first</b> <sup>[43]</sup> - 16:12, 19:1, 19:21, 20:17, 25:7, 29:14, 33:13, 56:17, 56:19, 57:15, 60:21, 61:17, 69:21, 75:21, 75:25, 76:6, 76:8, 78:18, 90:20, 97:20, 98:13, 100:3, 104:7, 104:18, 119:21, 135:1, 137:1, 138:4, 145:8, 148:8, 163:19, 163:21, 163:23, 167:6, 168:17, 175:11, 175:12, 178:17, 186:13, 188:19, 203:16</p>	<p><b>first well</b> <sup>[4]</sup> - 17:12, 22:14, 56:18, 164:21</p> <p><b>five</b> <sup>[12]</sup> - 20:7, 24:10, 45:14, 56:2, 56:3, 56:5, 56:8, 56:21, 73:24, 136:2, 179:17, 196:19</p> <p><b>five-minute</b> <sup>[1]</sup> - 136:2</p> <p><b>five-year</b> <sup>[1]</sup> - 56:8</p> <p><b>fix</b> <sup>[1]</sup> - 151:15</p> <p><b>Fix</b> <sup>[1]</sup> - 151:15</p> <p><b>fixed</b> <sup>[3]</sup> - 153:20, 153:22, 160:16</p> <p><b>Floor</b> <sup>[1]</sup> - 117:14</p> <p><b>floor</b> <sup>[2]</sup> - 59:21, 59:23</p> <p><b>flow</b> <sup>[3]</sup> - 21:23, 24:1, 113:8</p> <p><b>flowed</b> <sup>[1]</sup> - 86:13</p> <p><b>flowers</b> <sup>[2]</sup> - 188:16, 189:24</p> <p><b>flush</b> <sup>[1]</sup> - 169:9</p> <p><b>folks</b> <sup>[2]</sup> - 55:6, 197:4</p> <p><b>follow</b> <sup>[7]</sup> - 33:24, 46:25, 63:11, 63:15, 81:17, 85:6, 188:21</p> <p><b>follow-up</b> <sup>[1]</sup> - 85:6</p> <p><b>followed</b> <sup>[5]</sup> - 30:11, 31:23, 31:25, 56:25, 191:1</p> <p><b>follows</b> <sup>[4]</sup> - 14:17, 91:21, 117:5, 147:17</p> <p><b>foolishly</b> <sup>[1]</sup> - 161:5</p> <p><b>foot</b> <sup>[3]</sup> - 19:10, 96:12, 96:13</p> <p><b>footage</b> <sup>[1]</sup> - 128:21</p> <p><b>forfeit</b> <sup>[21]</sup> - 43:2, 43:8, 43:15, 44:24, 45:2, 60:11, 84:17, 84:23, 85:10, 114:5, 114:7, 114:8, 114:11, 114:17, 121:25, 157:5, 157:6, 157:11, 158:13, 160:19, 161:25</p> <p><b>forfeited</b> <sup>[10]</sup> - 48:16, 50:3, 50:4, 50:21, 51:2, 85:14, 85:20, 86:6, 123:21, 123:22</p> <p><b>forfeiting</b> <sup>[2]</sup> - 12:19, 52:16</p> <p><b>forfeiture</b> <sup>[6]</sup> - 28:24, 85:9, 85:11, 85:21, 86:8, 89:19</p> <p><b>forfeitures</b> <sup>[1]</sup> - 121:6</p> <p><b>forgetting</b> <sup>[1]</sup> - 183:22</p> <p><b>forgotten</b> <sup>[1]</sup> - 120:25</p>	<p><b>form</b> <sup>[4]</sup> - 67:14, 78:25, 169:11, 173:8</p> <p><b>formal</b> <sup>[1]</sup> - 80:12</p> <p><b>formed</b> <sup>[8]</sup> - 7:11, 14:24, 15:11, 15:21, 15:23, 15:24, 16:2, 149:9</p> <p><b>former</b> <sup>[1]</sup> - 140:16</p> <p><b>forming</b> <sup>[1]</sup> - 173:7</p> <p><b>forth</b> <sup>[8]</sup> - 55:13, 96:3, 128:20, 132:4, 140:25, 173:23, 174:18, 182:25</p> <p><b>Fortunate</b> <sup>[1]</sup> - 171:2</p> <p><b>fortune</b> <sup>[1]</sup> - 171:10</p> <p><b>forward</b> <sup>[4]</sup> - 6:14, 7:4, 23:19, 124:9</p> <p><b>fought</b> <sup>[1]</sup> - 203:7</p> <p><b>Four</b> <sup>[1]</sup> - 188:8</p> <p><b>four</b> <sup>[6]</sup> - 82:16, 145:7, 145:8, 164:13, 188:4, 192:20</p> <p><b>fourth</b> <sup>[1]</sup> - 74:6</p> <p><b>Fourth</b> <sup>[1]</sup> - 117:14</p> <p><b>frame</b> <sup>[5]</sup> - 8:16, 56:1, 56:12, 57:16, 57:17</p> <p><b>Frances</b> <sup>[1]</sup> - 79:15</p> <p><b>free</b> <sup>[7]</sup> - 42:14, 65:19, 66:20, 161:11, 167:8, 194:22, 200:21</p> <p><b>Friday</b> <sup>[1]</sup> - 119:25</p> <p><b>friend</b> <sup>[1]</sup> - 203:13</p> <p><b>friendly</b> <sup>[3]</sup> - 102:7, 106:21, 109:4</p> <p><b>friends</b> <sup>[1]</sup> - 203:23</p> <p><b>front</b> <sup>[8]</sup> - 16:20, 23:23, 33:2, 33:3, 40:20, 68:24, 185:6, 202:14</p> <p><b>Frontage Road</b> <sup>[2]</sup> - 155:11, 155:12</p> <p><b>fruitful</b> <sup>[1]</sup> - 72:6</p> <p><b>frustrating</b> <sup>[1]</sup> - 17:4</p> <p><b>fulfill</b> <sup>[1]</sup> - 57:6</p> <p><b>FULGHAM</b> <sup>[15]</sup> - 88:12, 88:18, 88:21, 88:24, 91:3, 91:6, 91:11, 91:15, 91:22, 93:17, 97:14, 100:14, 100:17, 101:1, 101:4</p> <p><b>Fulgham</b> <sup>[1]</sup> - 91:14</p> <p><b>full</b> <sup>[9]</sup> - 9:17, 12:4, 22:21, 68:18, 102:2, 105:9, 105:14, 114:18</p> <p><b>full-time</b> <sup>[1]</sup> - 114:18</p> <p><b>fun</b> <sup>[1]</sup> - 201:25</p> <p><b>function</b> <sup>[1]</sup> - 195:24</p> <p><b>functioning</b> <sup>[1]</sup> - 19:9</p>
<b>F</b>				
<p><b>face</b> <sup>[1]</sup> - 83:3</p> <p><b>faces</b> <sup>[1]</sup> - 203:11</p> <p><b>facilitate</b> <sup>[1]</sup> - 7:12</p> <p><b>facilities</b> <sup>[3]</sup> - 42:19, 108:21, 108:22</p> <p><b>facility</b> <sup>[1]</sup> - 159:8</p> <p><b>fact</b> <sup>[27]</sup> - 12:8, 15:18, 16:18, 21:25, 24:5, 26:15, 54:2, 55:2, 57:14, 67:8, 72:11, 84:9, 86:14, 86:19, 104:6, 131:12, 134:13, 163:18, 163:20, 163:22, 165:12, 169:22, 169:24, 173:1, 178:17, 189:14, 192:10</p> <p><b>facts</b> <sup>[2]</sup> - 180:16, 180:21</p>				

<p><b>fund</b> [2] - 71:16, 165:8</p> <p><b>fundamental</b> [2] - 9:19, 10:1</p> <p><b>fundamentally</b> [1] - 6:24</p> <p><b>funded</b> [1] - 69:20</p> <p><b>funds</b> [7] - 35:16, 69:21, 69:24, 70:1, 71:17, 164:25, 174:2</p> <p><b>future</b> [24] - 8:4, 11:7, 11:13, 20:20, 44:5, 44:11, 44:15, 44:25, 45:22, 46:12, 63:4, 63:13, 63:17, 95:20, 109:19, 131:23, 140:10, 144:4, 144:13, 145:7, 146:23, 196:1, 197:12, 198:18</p> <p><b>Future</b> [1] - 43:22</p>	<p>46:24, 55:11, 134:13, 142:3, 160:15, 162:22, 178:18, 188:23, 190:22, 190:23, 190:25</p> <p><b>glad</b> [1] - 162:9</p> <p><b>God</b> [1] - 21:24</p> <p><b>gonna</b> [43] - 10:18, 11:1, 11:2, 11:16, 25:23, 34:4, 34:22, 72:5, 74:23, 92:15, 98:8, 98:22, 98:24, 99:24, 100:24, 101:7, 101:11, 101:14, 101:17, 102:9, 102:14, 103:7, 115:3, 115:9, 123:1, 151:13, 152:2, 160:10, 161:5, 161:6, 161:10, 166:20, 166:21, 176:21, 179:20, 189:21, 192:10, 192:19, 194:22, 194:24, 194:25, 198:17</p> <p><b>Goodness</b> [1] - 69:9</p> <p><b>goodness</b> [1] - 164:19</p> <p><b>Googled</b> [1] - 175:11</p> <p><b>gosh</b> [1] - 182:13</p> <p><b>gotta</b> [4] - 173:22, 177:8, 177:9, 195:8</p> <p><b>governed</b> [1] - 140:24</p> <p><b>governing</b> [2] - 49:4, 174:12</p> <p><b>grand</b> [1] - 203:5</p> <p><b>grant</b> [1] - 173:25</p> <p><b>granted</b> [6] - 22:25, 48:10, 99:9, 111:20, 115:3, 143:7</p> <p><b>grants</b> [2] - 173:22, 174:1</p> <p><b>grasping</b> [1] - 108:7</p> <p><b>grateful</b> [1] - 195:5</p> <p><b>gravel</b> [3] - 191:19, 191:22</p> <p><b>great</b> [6] - 156:24, 157:16, 159:1, 159:19, 160:9, 202:15</p> <p><b>green</b> [2] - 176:25, 177:2</p> <p><b>grew</b> [1] - 20:9</p> <p><b>ground</b> [15] - 62:23, 63:23, 84:15, 92:21, 94:16, 108:7, 108:19, 111:13, 111:14, 111:18, 111:25, 112:2, 182:24, 183:21</p> <p><b>grounds</b> [2] - 13:2, 53:10</p>	<p><b>group</b> [3] - 168:23, 190:16, 198:14</p> <p><b>groups</b> [1] - 194:11</p> <p><b>growing</b> [1] - 191:23</p> <p><b>growth</b> [1] - 92:2</p> <p><b>guarantee</b> [2] - 8:1, 191:9</p> <p><b>guard</b> [1] - 72:10</p> <p><b>guess</b> [12] - 7:14, 37:25, 101:18, 110:22, 145:22, 147:13, 157:2, 157:19, 157:21, 169:25, 204:2, 204:3</p> <p><b>guide</b> [1] - 115:15</p> <p><b>guy</b> [1] - 180:19</p> <p><b>guys</b> [1] - 181:22</p>	<p>80:12, 134:17, 135:1, 142:2, 204:12</p> <p><b>heart</b> [1] - 28:5</p> <p><b>Heber Wells</b> [1] - 117:14</p> <p><b>held</b> [8] - 7:5, 10:16, 11:24, 12:22, 40:5, 54:3, 90:5, 138:18</p> <p><b>help</b> [16] - 22:15, 35:13, 94:17, 94:18, 96:6, 98:6, 99:8, 100:20, 115:14, 132:4, 143:23, 152:12, 159:23, 174:12, 192:8, 197:21</p> <p><b>helped</b> [3] - 71:16, 179:11, 202:25</p> <p><b>helps</b> [2] - 135:6, 177:4</p> <p><b>hereby</b> [2] - 42:13, 42:16</p> <p><b>hereinafter</b> [1] - 44:15</p> <p><b>Hereinafter</b> [1] - 42:18</p> <p><b>Herrin</b> [1] - 200:21</p> <p><b>Hi</b> [1] - 197:4</p> <p><b>hierarchy</b> [1] - 179:24</p> <p><b>Higgins</b> [1] - 71:3</p> <p><b>high</b> [3] - 92:23, 177:8, 201:10</p> <p><b>high-quality</b> [1] - 92:23</p> <p><b>higher</b> [2] - 130:23, 185:16</p> <p><b>highest</b> [1] - 156:13</p> <p><b>hill</b> [4] - 18:6, 123:2, 176:20, 176:21</p> <p><b>Hills</b> [1] - 94:23</p> <p><b>himself</b> [2] - 127:16, 127:19</p> <p><b>hired</b> [3] - 21:20, 115:12, 162:1</p> <p><b>history</b> [8] - 7:8, 21:12, 37:20, 163:19, 164:1, 167:3, 188:9, 194:8</p> <p><b>hit</b> [1] - 199:23</p> <p><b>hitting</b> [1] - 200:3</p> <p><b>hodgepodge</b> [1] - 55:11</p> <p><b>HOGAN</b> [14] - 64:8, 64:11, 66:7, 66:12, 67:2, 115:22, 115:24, 172:19, 172:21, 196:23, 197:1, 197:4, 197:6, 199:8</p> <p><b>Hogan</b> [5] - 66:13, 67:4, 172:20, 197:2, 199:5</p>	<p><b>hold</b> [4] - 65:22, 138:16, 157:14, 197:11</p> <p><b>hole</b> [15] - 62:23, 84:15, 108:6, 108:15, 108:19, 111:12, 111:13, 111:14, 111:15, 111:25, 112:2, 152:18, 159:10, 183:20, 187:18</p> <p><b>home</b> [16] - 56:7, 57:17, 76:7, 78:1, 94:9, 151:13, 157:25, 174:16, 178:6, 188:11, 188:14, 190:6, 190:11, 192:22, 194:6, 196:12</p> <p><b>homeowners</b> [1] - 94:19</p> <p><b>homes</b> [21] - 16:12, 21:1, 22:1, 22:2, 48:11, 73:22, 74:9, 75:8, 75:11, 75:13, 76:5, 77:1, 77:17, 77:20, 77:23, 93:6, 97:17, 146:9, 191:6, 200:17, 203:18</p> <p><b>Honest</b> [1] - 203:2</p> <p><b>honest</b> [4] - 57:9, 168:6, 200:7, 203:2</p> <p><b>Honor's</b> [1] - 30:22</p> <p><b>honorable</b> [1] - 57:9</p> <p><b>hook</b> [2] - 98:3, 158:19</p> <p><b>hooked</b> [1] - 75:8</p> <p><b>hookups</b> [1] - 158:15</p> <p><b>hoops</b> [1] - 107:3</p> <p><b>hope</b> [5] - 36:15, 58:1, 182:14, 183:5, 204:3</p> <p><b>hopes</b> [1] - 199:24</p> <p><b>hoping</b> [3] - 36:1, 83:20, 112:16</p> <p><b>hotel</b> [1] - 201:18</p> <p><b>hour</b> [18] - 128:9, 128:11, 128:12, 128:15, 128:23, 134:13, 151:8, 151:12, 151:14, 151:20, 153:13, 155:23, 156:3, 156:10, 156:14, 156:15, 157:20, 157:23</p> <p><b>hours</b> [8] - 128:2, 128:3, 128:5, 128:6, 128:20, 154:1, 156:3, 185:4</p> <p><b>house</b> [20] - 18:6, 78:2, 78:3, 142:4,</p>
<b>G</b>		<b>H</b>		
<p><b>gain</b> [4] - 66:3, 66:20, 119:20, 119:23</p> <p><b>gallons</b> [20] - 92:14, 92:18, 92:25, 95:18, 95:20, 96:13, 98:16, 99:23, 101:5, 101:7, 105:13, 113:8, 113:13, 113:15, 113:16, 113:17, 133:21, 133:24, 134:6, 134:9</p> <p><b>gamble</b> [2] - 92:20, 172:25</p> <p><b>garden</b> [1] - 191:23</p> <p><b>Garland</b> [1] - 94:23</p> <p><b>gather</b> [1] - 157:3</p> <p><b>gee</b> [1] - 180:20</p> <p><b>Gee</b> [1] - 180:25</p> <p><b>general</b> [7] - 49:21, 49:22, 55:22, 118:4, 124:8, 155:18, 163:11</p> <p><b>generally</b> [2] - 173:13, 173:18</p> <p><b>generate</b> [1] - 173:22</p> <p><b>generating</b> [1] - 149:15</p> <p><b>generous</b> [6] - 184:7, 184:8, 184:9, 186:18, 187:16</p> <p><b>gentleman</b> [3] - 88:7, 90:10, 90:15</p> <p><b>Gentleman</b> [1] - 90:17</p> <p><b>gentlemen</b> [3] - 6:4, 199:11, 204:7</p> <p><b>get-go</b> [1] - 61:4</p> <p><b>given</b> [12] - 29:21,</p>		<p><b>half</b> [5] - 39:6, 72:16, 169:12, 178:4, 202:9</p> <p><b>halfway</b> [1] - 92:15</p> <p><b>hammer</b> [1] - 116:9</p> <p><b>Hampshire</b> [1] - 175:15</p> <p><b>hand</b> [6] - 31:7, 78:24, 91:8, 91:13, 102:14, 159:9</p> <p><b>hand-delivered</b> [1] - 78:24</p> <p><b>hands</b> [1] - 179:19</p> <p><b>hang</b> [1] - 170:6</p> <p><b>happenings</b> [1] - 6:12</p> <p><b>happy</b> [3] - 174:15, 196:13, 204:4</p> <p><b>hard</b> [5] - 108:7, 173:2, 188:22, 202:12, 203:10</p> <p><b>hardly</b> [1] - 56:2</p> <p><b>hardship</b> [1] - 166:1</p> <p><b>hardware</b> [3] - 10:8, 10:11, 16:10</p> <p><b>hate</b> [1] - 182:13</p> <p><b>hates</b> [1] - 189:17</p> <p><b>head</b> [1] - 203:5</p> <p><b>heading</b> [1] - 178:7</p> <p><b>heal</b> [1] - 182:17</p> <p><b>health</b> [3] - 177:6, 177:22, 180:3</p> <p><b>healthy</b> [1] - 177:7</p> <p><b>hear</b> [9] - 40:4, 58:22, 66:11, 84:6, 88:5, 88:19, 90:10, 90:15, 165:13</p> <p><b>heard</b> [4] - 120:25, 124:4, 124:23, 158:3</p> <p><b>hearing</b> [9] - 6:6, 6:13, 6:15, 31:6,</p>		

175:18, 176:6, 178:7, 188:21, 190:7, 190:8, 190:9, 191:10, 191:11, 200:11, 201:13, 202:17, 203:20, 203:21 <b>household</b> [3] - 133:23, 134:8, 157:19 <b>households</b> [1] - 18:9 <b>houses</b> [3] - 201:8, 201:12, 202:19 <b>huge</b> [3] - 161:3, 188:15, 192:19 <b>hundred</b> [7] - 22:8, 95:18, 95:20, 113:15, 113:17, 132:24, 192:20 <b>husband</b> [6] - 175:20, 180:23, 200:3, 202:20, 203:1, 203:23 <b>husband's</b> [1] - 200:23 <b>hydrologist</b> [2] - 92:4, 96:18	<b>inappropriately</b> [1] - 198:9 <b>inasmuch</b> [1] - 28:4 <b>Inaudible</b> [2] - 59:11, 62:8 <b>Inch</b> [1] - 42:17 <b>inch</b> [1] - 42:17 <b>include</b> [7] - 40:9, 44:15, 121:4, 138:2, 138:10, 139:20, 155:8 <b>Included</b> [2] - 32:11, 118:7 <b>included</b> [12] - 12:4, 13:9, 18:18, 19:21, 20:17, 26:12, 30:11, 128:14, 131:6, 155:16, 156:5, 161:11 <b>includes</b> [5] - 79:14, 142:2, 142:5, 142:8 <b>including</b> [3] - 122:15, 155:12, 172:15 <b>income</b> [2] - 133:4, 157:25 <b>incomplete</b> [1] - 79:11 <b>incorporated</b> [1] - 49:17 <b>increase</b> [1] - 145:11 <b>indeed</b> [1] - 72:2 <b>Indeed</b> [1] - 84:25 <b>independent</b> [1] - 85:5 <b>indicate</b> [3] - 132:23, 133:8, 185:23 <b>indicated</b> [5] - 121:17, 126:6, 126:21, 127:25, 154:18 <b>Individual</b> [1] - 175:17 <b>individual</b> [4] - 24:1, 70:6, 70:14, 106:9 <b>individuals</b> [2] - 145:19, 190:21 <b>industrial</b> [1] - 44:6 <b>industrially</b> [1] - 92:3 <b>influence</b> [1] - 66:2 <b>influx</b> [1] - 161:3 <b>informal</b> [1] - 34:14 <b>information</b> [19] - 8:18, 8:19, 36:7, 37:23, 39:11, 57:2, 61:20, 79:11, 98:19, 119:11, 119:14, 119:25, 120:2, 128:2, 136:12, 157:3, 163:12, 189:10 <b>infrastructure</b> [7] - 25:6, 65:7, 130:17, 131:6, 131:23,	133:12, 165:17 <b>initial</b> [5] - 23:14, 29:23, 37:6, 95:11, 118:15 <b>inject</b> [1] - 30:21 <b>input</b> [26] - 7:1, 81:5, 81:6, 134:15, 134:16, 136:1, 136:8, 136:10, 136:13, 136:14, 136:15, 136:17, 136:19, 137:2, 139:4, 139:8, 139:9, 156:20, 156:21, 181:23, 183:7, 186:21, 193:2, 193:3, 193:5 <b>inquiry</b> [1] - 82:18 <b>installation</b> [8] - 33:11, 35:20, 130:12, 130:13, 130:15, 131:15, 133:15, 140:6 <b>installed</b> [2] - 133:16, 151:25 <b>instance</b> [1] - 176:6 <b>instances</b> [1] - 44:1 <b>instead</b> [5] - 47:21, 60:10, 132:5, 140:4, 145:1 <b>Instead</b> [1] - 140:4 <b>institution</b> [1] - 185:15 <b>instructed</b> [1] - 119:8 <b>insult</b> [1] - 172:13 <b>insults</b> [1] - 180:7 <b>insurance</b> [5] - 155:14, 155:16, 155:19 <b>intact</b> [2] - 15:25, 21:22 <b>integral</b> [1] - 177:20 <b>integrity</b> [2] - 202:24, 203:24 <b>intend</b> [1] - 37:2 <b>intended</b> [3] - 28:17, 28:23 <b>intent</b> [4] - 27:21, 28:20, 65:13 <b>intentions</b> [2] - 184:1, 192:12 <b>Interest</b> [2] - 124:23, 125:14 <b>interest</b> [26] - 125:12, 125:13, 125:18, 125:21, 125:25, 126:2, 127:13, 127:21, 127:23, 130:7, 132:14, 132:16, 132:17, 132:21, 135:3, 154:24, 156:18, 165:4, 167:5,	172:9, 173:3, 178:13, 184:25, 185:16, 201:10 <b>interested</b> [4] - 80:14, 143:25, 144:2, 158:24 <b>interesting</b> [1] - 194:20 <b>interests</b> [1] - 140:22 <b>interfere</b> [1] - 53:8 <b>interference</b> [1] - 59:22 <b>interpretation</b> [2] - 83:1, 86:18 <b>interpreting</b> [1] - 89:10 <b>interrupt</b> [2] - 71:4, 134:11 <b>interrupted</b> [2] - 78:8, 107:14 <b>intervene</b> [1] - 53:8 <b>intervened</b> [2] - 81:12, 166:16 <b>intervener</b> [7] - 58:17, 59:10, 64:9, 69:1, 115:22, 116:15, 116:17 <b>interveners</b> [4] - 40:20, 58:18, 80:17, 118:11 <b>intervenor</b> [11] - 137:10, 137:23, 138:22, 156:22, 163:9, 172:22, 182:9, 188:2, 193:14, 199:7, 199:8 <b>Intervenor</b> [1] - 193:17 <b>intervenor's</b> [2] - 154:10, 154:17 <b>intervenor's</b> [17] - 7:18, 34:10, 34:15, 55:7, 58:12, 78:14, 80:13, 80:25, 81:6, 81:10, 81:16, 81:21, 113:23, 115:21, 116:12, 135:24, 201:5 <b>introduce</b> [3] - 37:2, 37:5, 119:4 <b>Introduce</b> [1] - 136:11 <b>introduced</b> [1] - 13:4 <b>invite</b> [1] - 55:5 <b>involved</b> [9] - 8:18, 24:12, 103:17, 103:20, 107:19, 107:20, 116:1, 178:12, 178:16 <b>involvement</b> [1] - 117:21 <b>involves</b> [1] - 192:5	<b>involving</b> [2] - 40:8, 117:18 <b>irregardless</b> [1] - 168:20 <b>irrelevant</b> [2] - 9:16, 82:11 <b>irrigation</b> [1] - 12:15 <b>IRS</b> [5] - 127:20, 135:3, 156:2, 185:13, 185:17 <b>issue</b> [21] - 9:20, 10:2, 10:14, 13:21, 28:6, 28:20, 32:9, 38:9, 55:2, 55:16, 83:19, 86:8, 132:19, 132:21, 151:18, 152:1, 177:19, 177:25, 178:24, 204:9 <b>issued</b> [7] - 35:17, 76:11, 126:22, 131:25, 132:13, 133:12, 149:12 <b>issues</b> [8] - 9:23, 27:14, 38:18, 87:20, 88:6, 105:5, 118:9, 184:16 <b>It'd</b> [1] - 195:22 <b>it'll</b> [1] - 180:8 <b>item</b> [3] - 60:13, 148:6, 170:14 <b>Item</b> [6] - 144:10, 145:22, 147:24, 148:25, 155:6, 155:14 <b>items</b> [1] - 125:12 <b>itself</b> [7] - 64:21, 64:25, 82:6, 82:19, 88:4, 118:1, 118:6
<b>I</b>	<b>i.e</b> [1] - 86:11 <b>idea</b> [6] - 7:24, 39:7, 61:7, 85:9, 101:6, 181:15 <b>identification</b> [2] - 118:19, 120:6 <b>identified</b> [2] - 126:10, 127:20 <b>identify</b> [6] - 46:19, 58:16, 59:8, 118:5, 156:25, 163:6 <b>imagine</b> [1] - 103:7 <b>immediately</b> [1] - 134:16 <b>impact</b> [2] - 146:12, 146:20 <b>implement</b> [1] - 133:9 <b>important</b> [3] - 28:18, 160:24, 177:5 <b>improve</b> [1] - 175:5 <b>improved</b> [3] - 26:18, 130:22, 131:8 <b>improvement</b> [1] - 131:22 <b>improvements</b> [2] - 26:15, 35:10 <b>in re</b> [1] - 26:18 <b>inability</b> [1] - 66:19 <b>inaccurate</b> [1] - 12:8 <b>inappropriate</b> [1] - 197:15	<b>integral</b> [1] - 177:20 <b>integrity</b> [2] - 202:24, 203:24 <b>intend</b> [1] - 37:2 <b>intended</b> [3] - 28:17, 28:23 <b>intent</b> [4] - 27:21, 28:20, 65:13 <b>intentions</b> [2] - 184:1, 192:12 <b>Interest</b> [2] - 124:23, 125:14 <b>interest</b> [26] - 125:12, 125:13, 125:18, 125:21, 125:25, 126:2, 127:13, 127:21, 127:23, 130:7, 132:14, 132:16, 132:17, 132:21, 135:3, 154:24, 156:18, 165:4, 167:5,	<b>intervenors</b> [4] - 40:20, 58:18, 80:17, 118:11 <b>intervenor</b> [11] - 137:10, 137:23, 138:22, 156:22, 163:9, 172:22, 182:9, 188:2, 193:14, 199:7, 199:8 <b>Intervenor</b> [1] - 193:17 <b>intervenor's</b> [2] - 154:10, 154:17 <b>intervenor's</b> [17] - 7:18, 34:10, 34:15, 55:7, 58:12, 78:14, 80:13, 80:25, 81:6, 81:10, 81:16, 81:21, 113:23, 115:21, 116:12, 135:24, 201:5 <b>introduce</b> [3] - 37:2, 37:5, 119:4 <b>Introduce</b> [1] - 136:11 <b>introduced</b> [1] - 13:4 <b>invite</b> [1] - 55:5 <b>involved</b> [9] - 8:18, 24:12, 103:17, 103:20, 107:19, 107:20, 116:1, 178:12, 178:16 <b>involvement</b> [1] - 117:21 <b>involves</b> [1] - 192:5	<b>J</b>
	<b>Jacob</b> [3] - 79:9, 183:14, 183:15 <b>JACOB</b> [4] - 183:12, 183:15, 183:17, 183:19 <b>Jacob's</b> [1] - 189:25 <b>James Ririe</b> [1] - 155:10 <b>January</b> [4] - 93:9, 97:22, 98:14, 155:20 <b>Jennifer</b> [1] - 79:9 <b>Jensen</b> [2] - 132:25, 142:3 <b>Jim</b> [2] - 148:16, 154:22 <b>job</b> [4] - 100:20, 192:6, 192:14 <b>jobs</b> [1] - 201:17 <b>John</b> [2] - 69:21, 70:5 <b>John Thompson</b> [4]			



<p>- 125:3, 125:19, 127:17, 155:9 <b>Johnson</b> [1] - 133:4 <b>Jon</b> [1] - 79:8 <b>Jonathan</b> [3] - 148:3, 148:10, 154:18 <b>Jones</b> [1] - 47:17 <b>Jones Associates</b> [1] - 115:18 <b>judge</b> [2] - 34:19, 40:20 <b>Judy Adams</b> [2] - 79:8, 187:4 <b>July</b> [1] - 97:21 <b>juncture</b> [1] - 27:12 <b>jurisdiction</b> [2] - 7:25, 8:12 <b>jurisdictionally</b> [1] - 8:6 <b>Justen Ericksen</b> [1] - 115:16 <b>justified</b> [1] - 129:6</p>	<p>141:13, 141:16, 142:15, 142:19, 142:25, 143:4, 143:10, 143:13, 145:13, 145:22, 146:21, 146:25, 147:3, 147:8, 147:11, 147:13, 147:19, 150:14, 154:4, 162:19, 162:21, 168:1, 182:1, 183:9, 194:23 <b>keep</b> [18] - 72:8, 72:17, 136:14, 136:18, 166:3, 168:7, 171:6, 171:19, 177:7, 177:8, 183:21, 187:9, 187:12, 188:17, 189:21, 190:4, 190:6, 203:19 <b>keeps</b> [1] - 191:23 <b>Kelly</b> [1] - 58:22 <b>Kent Jones</b> [1] - 121:11 <b>kept</b> [9] - 24:2, 26:10, 26:11, 39:6, 39:10, 72:3, 72:19, 112:12, 189:1 <b>Kevin</b> [1] - 79:15 <b>key</b> [1] - 168:22 <b>kicked</b> [1] - 185:11 <b>kids</b> [4] - 200:14, 202:25, 203:4, 203:5 <b>kill</b> [1] - 101:15 <b>kind</b> [12] - 98:8, 99:20, 112:12, 151:16, 174:17, 177:16, 179:18, 182:18, 185:2, 186:12, 201:14 <b>kinda</b> [2] - 190:1, 190:2 <b>kitty</b> [1] - 186:2 <b>knowing</b> [1] - 170:23 <b>knowledge</b> [3] - 49:22, 140:15, 153:17 <b>known</b> [2] - 197:7, 201:6 <b>knows</b> [3] - 77:12, 92:19, 100:5</p>	<p><b>land</b> [10] - 25:19, 63:4, 63:6, 63:12, 63:16, 71:21, 71:24, 130:23, 131:2, 197:12 <b>land-wise</b> [1] - 25:19 <b>landowner</b> [1] - 119:18 <b>landowners</b> [3] - 25:12, 25:17, 25:18 <b>language</b> [3] - 30:11, 30:12, 49:16 <b>lap</b> [1] - 58:21 <b>lapse</b> [2] - 57:13 <b>lapsed</b> [1] - 56:10 <b>lapses</b> [1] - 48:18 <b>large</b> [1] - 125:15 <b>larger</b> [5] - 86:15, 87:1, 155:25, 198:24, 199:2 <b>Larry Maughan</b> [1] - 79:16 <b>last</b> [27] - 6:12, 30:16, 36:1, 39:1, 39:2, 39:3, 39:6, 48:7, 55:25, 57:5, 60:7, 63:11, 71:10, 80:3, 97:23, 98:5, 98:12, 104:19, 125:17, 134:5, 137:22, 157:17, 167:21, 171:1, 171:14, 171:25, 181:9 <b>lasted</b> [1] - 186:3 <b>late</b> [6] - 21:18, 22:12, 119:12, 134:13, 136:6, 171:5 <b>late-night</b> [1] - 171:5 <b>latest</b> [1] - 36:4 <b>law</b> [6] - 56:14, 82:14, 82:15, 83:4, 85:24, 175:1 <b>lawns</b> [2] - 169:18, 177:3 <b>Lawrence</b> <b>Behrman</b> [2] - 148:22, 155:1 <b>laws</b> [2] - 200:5 <b>lawyer</b> [7] - 40:15, 115:25, 116:1, 116:2, 160:19, 162:1, 162:2 <b>lawyer's</b> [1] - 202:14 <b>lay</b> [1] - 40:17 <b>lead</b> [2] - 72:5, 105:1 <b>leading</b> [7] - 53:11, 53:12, 53:17, 53:24, 54:12, 66:6, 66:11 <b>leads</b> [1] - 133:16 <b>leak</b> [1] - 140:6 <b>leakage</b> [2] - 185:24, 185:25 <b>leaks</b> [4] - 146:14,</p>	<p>164:18, 170:4, 191:13 <b>lean</b> [1] - 169:21 <b>learned</b> [5] - 31:4, 31:7, 194:20, 197:10 <b>learning</b> [1] - 121:5 <b>lease</b> [1] - 124:17 <b>least</b> [4] - 25:21, 97:1, 98:9, 116:4 <b>leave</b> [1] - 32:3 <b>leaving</b> [1] - 171:17 <b>led</b> [2] - 198:12, 202:3 <b>ledger</b> [2] - 118:4, 124:8 <b>Lee Kapaloski</b> [1] - 6:22 <b>left</b> [3] - 80:12, 88:13, 94:10 <b>leftover</b> [1] - 97:4 <b>legal</b> [21] - 13:5, 28:8, 40:16, 82:13, 84:3, 84:7, 101:24, 103:15, 105:4, 106:15, 107:16, 129:2, 129:10, 129:20, 140:1, 144:12, 144:16, 197:13, 198:18, 198:21, 200:5 <b>legally</b> [8] - 42:22, 101:19, 101:20, 102:5, 106:17, 109:3, 140:23, 157:8 <b>length</b> [4] - 127:14, 127:17, 185:1, 185:18 <b>Leone Scott</b> [1] - 188:1 <b>less</b> [3] - 57:7, 130:7, 131:2 <b>lesser</b> [1] - 164:8 <b>letter</b> [9] - 30:14, 32:19, 34:22, 34:23, 47:16, 47:21, 48:2, 65:10, 86:4 <b>level</b> [2] - 81:19, 159:3 <b>levels</b> [1] - 24:3 <b>liability</b> [2] - 155:18, 155:19 <b>lien</b> [1] - 42:15 <b>light</b> [2] - 87:24, 195:16 <b>lightening</b> [1] - 175:22 <b>likely</b> [1] - 79:18 <b>limit</b> [2] - 45:4, 97:9 <b>limitation</b> [2] - 183:23, 184:10 <b>Limitation</b> [1] - 183:23 <b>Limitations</b> [1] -</p>	<p>43:21 <b>limitations</b> [1] - 184:17 <b>limited</b> [11] - 26:14, 43:24, 44:10, 44:25, 82:18, 109:10, 109:16, 109:23, 110:7, 110:10, 114:8 <b>limiting</b> [1] - 44:21 <b>Limits</b> [1] - 184:11 <b>line</b> [8] - 27:13, 47:3, 47:9, 58:2, 97:19, 104:18, 124:19, 164:21 <b>lines</b> [4] - 16:12, 145:23, 165:18, 191:15 <b>list</b> [1] - 79:2 <b>listed</b> [5] - 140:2, 140:11, 140:16, 140:20, 147:25 <b>live</b> [4] - 142:4, 191:19, 193:22, 202:16 <b>lived</b> [4] - 168:22, 169:11, 188:4, 201:6 <b>livelihood</b> [1] - 184:12 <b>living</b> [5] - 16:1, 20:5, 20:7, 78:2, 196:10 <b>loan</b> [9] - 70:13, 70:19, 70:21, 120:1, 125:5, 140:17, 148:13, 185:2, 185:16 <b>loaned</b> [4] - 70:4, 70:15, 70:18, 125:10 <b>loans</b> [16] - 120:4, 124:24, 125:2, 125:7, 125:8, 127:3, 127:14, 129:21, 130:3, 130:9, 132:5, 140:7, 142:9, 179:4, 201:14 <b>location</b> [4] - 12:5, 17:24, 52:25, 53:1 <b>logical</b> [1] - 7:20 <b>look</b> [15] - 29:8, 41:22, 46:17, 50:14, 82:16, 93:25, 99:21, 106:16, 107:11, 108:9, 112:6, 145:13, 168:20, 176:21, 203:11 <b>looked</b> [10] - 92:6, 92:9, 101:2, 101:4, 101:13, 104:2, 105:25, 114:10, 173:7, 173:12 <b>looking</b> [14] - 24:15, 24:16, 47:5, 55:3, 92:19, 100:18, 101:1,</p>
<b>K</b>				
<p><b>Kapaloski</b> [27] - 6:17, 14:2, 16:21, 28:2, 28:4, 29:12, 36:25, 38:13, 40:8, 40:19, 45:6, 51:15, 53:14, 54:10, 58:4, 82:3, 87:19, 88:5, 89:2, 103:9, 107:17, 120:18, 135:20, 141:12, 147:6, 150:16, 154:6 <b>KAPALOSKI</b> [98] - 6:18, 6:21, 7:6, 9:6, 9:8, 9:11, 13:8, 14:3, 14:7, 14:14, 14:19, 16:19, 26:25, 27:4, 27:7, 27:11, 27:17, 28:3, 28:12, 28:16, 29:3, 29:6, 29:9, 29:11, 30:21, 32:23, 36:6, 36:22, 37:10, 37:15, 37:18, 38:11, 39:19, 39:22, 45:9, 46:20, 47:5, 47:19, 49:19, 51:6, 51:10, 51:13, 53:12, 54:1, 54:19, 54:21, 58:5, 58:7, 62:3, 62:6, 62:10, 62:13, 62:15, 62:17, 63:24, 66:5, 66:9, 74:3, 89:4, 89:8, 89:17, 89:21, 89:23, 89:25, 90:7, 90:19, 90:23, 90:25, 103:10, 103:13, 111:4, 120:19, 135:22,</p>				
	<b>L</b>			
	<p><b>labelled</b> [1] - 127:7 <b>labor</b> [3] - 124:18, 131:6, 151:9 <b>Ladies</b> [2] - 199:11, 204:7 <b>ladies</b> [1] - 6:3 <b>lady</b> [2] - 80:21, 181:7</p>			

102:12, 112:20, 144:9, 144:11, 147:20, 157:5, 173:19 <b>Looking</b> [1] - 92:10 <b>Lori</b> [1] - 195:14 <b>Lori Wiser</b> [4] - 59:9, 113:25, 137:9, 150:3 <b>lose</b> [4] - 73:19, 75:15, 85:8, 85:9 <b>losing</b> [1] - 121:23 <b>loss</b> [7] - 65:15, 66:17, 119:20, 182:20, 198:4, 198:5 <b>lost</b> [6] - 22:14, 86:15, 189:24, 202:21, 202:22 <b>loudly</b> [1] - 80:22 <b>love</b> [8] - 93:13, 93:17, 188:15, 192:7, 194:8, 194:15, 196:10, 203:12 <b>lowest</b> [2] - 133:22, 156:14 <b>luckily</b> [1] - 171:2 <b>lunch</b> [1] - 167:8 <b>Lynette Fronk</b> [2] - 148:16, 154:22 <b>Lynn</b> [1] - 163:2 <b>Lynn Darley</b> [1] - 163:8	<b>Marble</b> [1] - 94:23 <b>March</b> [8] - 27:8, 29:3, 30:16, 57:12, 113:2, 121:18, 122:19, 132:2 <b>mark</b> [1] - 27:10 <b>marked</b> [3] - 41:2, 120:13, 126:10 <b>master</b> [1] - 155:24 <b>masters</b> [3] - 128:11, 155:24, 156:9 <b>material</b> [2] - 81:17, 82:22 <b>materials</b> [1] - 79:18 <b>matter</b> [8] - 6:7, 6:15, 57:22, 117:21, 122:13, 180:18, 203:6 <b>mattered</b> [1] - 82:11 <b>matters</b> [3] - 40:8, 40:9, 40:11 <b>Max Weese</b> [1] - 93:2 <b>maximum</b> [2] - 44:11, 44:13 <b>mayor</b> [10] - 24:19, 25:20, 25:23, 26:1, 96:7, 100:1, 103:19, 104:23, 115:13, 115:14 <b>Mayor</b> [9] - 93:2, 93:7, 99:13, 99:19, 99:21, 103:22, 108:2, 115:9, 115:10 <b>mayor's</b> [1] - 97:1 <b>mayors</b> [1] - 88:16 <b>me..</b> [1] - 102:17 <b>mean</b> [22] - 25:7, 43:14, 43:15, 43:17, 46:9, 46:10, 50:19, 53:17, 61:12, 63:20, 66:6, 66:9, 88:13, 96:10, 108:5, 109:25, 115:3, 153:10, 164:7, 167:8, 180:11, 198:7 <b>Meaning</b> [1] - 110:24 <b>meaning</b> [1] - 81:6 <b>meanings</b> [1] - 83:2 <b>means</b> [5] - 46:5, 46:11, 55:19, 158:9, 160:1 <b>meant</b> [6] - 56:10, 96:8, 96:24, 104:20, 133:23, 157:7 <b>measures</b> [1] - 159:2 <b>meeting</b> [16] - 61:18, 61:21, 62:13, 62:16, 62:18, 62:20, 62:24, 72:14, 72:15, 93:8, 94:13, 99:3, 164:24, 178:17, 189:8, 202:1 <b>meetings</b> [5] - 150:5,	170:11, 189:9, 190:24, 202:4 <b>Melanie Reif</b> [1] - 6:4 <b>melted</b> [1] - 178:7 <b>memo</b> [1] - 139:21 <b>memorandum</b> [7] - 46:17, 118:14, 119:3, 120:5, 126:15, 127:6, 130:19 <b>memory</b> [2] - 22:15, 111:11 <b>mention</b> [2] - 30:7, 78:19 <b>mentioned</b> [3] - 79:25, 102:13, 102:16 <b>mentioning</b> [3] - 46:16, 144:7, 144:20 <b>mess</b> [1] - 197:21 <b>met</b> [7] - 25:2, 25:3, 95:18, 121:11, 140:11, 144:5, 200:19 <b>meter</b> [9] - 35:20, 35:22, 98:14, 98:15, 130:13, 133:14, 140:6, 161:15, 170:2 <b>meter's</b> [1] - 161:11 <b>meters</b> [8] - 131:9, 131:14, 133:15, 164:17, 169:23, 170:1, 170:12, 192:18 <b>method</b> [1] - 181:18 <b>microphone</b> [2] - 136:11, 188:7 <b>middle</b> [2] - 57:14, 182:23 <b>might</b> [14] - 30:7, 45:11, 72:13, 73:18, 83:19, 96:9, 104:6, 106:25, 138:2, 146:12, 157:22, 161:4, 177:16 <b>mike</b> [1] - 137:2 <b>mile</b> [1] - 167:1 <b>mind</b> [9] - 26:13, 94:5, 97:4, 97:24, 107:24, 108:16, 109:14, 136:18, 172:10 <b>minds</b> [1] - 118:20 <b>mine</b> [1] - 30:18 <b>minus</b> [1] - 50:17 <b>minute</b> [17] - 74:6, 78:15, 92:14, 92:18, 92:25, 95:18, 95:21, 96:14, 101:6, 101:7, 103:14, 105:13, 113:9, 113:14, 113:15, 113:17, 136:2 <b>minutes</b> [2] - 78:16, 133:17 <b>mishap</b> [1] - 198:11	<b>misprint</b> [1] - 198:11 <b>missing</b> [1] - 80:8 <b>missteps</b> [1] - 197:22 <b>mistakes</b> [1] - 172:7 <b>mixed</b> [2] - 33:22, 35:24 <b>moment</b> [15] - 11:16, 26:21, 32:3, 36:18, 37:20, 41:23, 59:7, 82:12, 89:2, 90:12, 105:3, 138:17, 147:1, 154:9, 185:19 <b>moments</b> [1] - 38:8 <b>Monday</b> [1] - 9:14 <b>money</b> [38] - 30:1, 30:17, 33:9, 35:7, 35:9, 68:15, 69:22, 70:2, 70:4, 70:21, 107:5, 107:16, 140:17, 151:14, 158:4, 161:3, 161:4, 161:21, 162:1, 165:12, 165:14, 167:14, 167:15, 173:19, 173:21, 185:3, 185:7, 185:20, 186:2, 186:12, 187:16, 187:18, 188:12, 195:23, 200:7, 201:22, 202:24 <b>monies</b> [1] - 165:7 <b>monopoly</b> [1] - 177:17 <b>month</b> [14] - 72:12, 72:17, 72:19, 98:13, 119:18, 134:4, 134:5, 158:1, 159:24, 160:9, 168:25, 176:8, 187:7, 188:8 <b>monthly</b> [1] - 98:15 <b>Months</b> [1] - 60:24 <b>months</b> [7] - 30:9, 60:24, 94:12, 96:2, 133:22, 199:23 <b>more or less</b> [1] - 99:15 <b>most</b> [3] - 7:14, 131:19, 139:24 <b>motto</b> [1] - 167:2 <b>mouth</b> [2] - 109:1, 146:17 <b>move</b> [9] - 43:11, 67:5, 81:23, 89:1, 112:16, 114:23, 115:2, 134:16, 136:1 <b>moved</b> [5] - 17:24, 19:4, 161:12, 164:1, 168:24 <b>Moving</b> [1] - 23:19 <b>moving</b> [3] - 23:19,	83:10, 158:22 <b>municipal</b> [1] - 156:11 <b>municipalities</b> [1] - 155:25 <b>must</b> [4] - 50:14, 53:10, 198:15, 199:2 <b>mutual</b> [4] - 94:19, 140:9, 143:15, 143:24 <b>mutually</b> [6] - 93:22, 94:1, 94:3, 94:18, 94:23, 94:25 <b>mutually-owned</b> [2] - 94:3, 94:18
<b>M</b>				
<b>ma'am</b> [4] - 80:1, 91:11, 168:7, 172:3 <b>mailing</b> [1] - 94:8 <b>main</b> [1] - 9:19 <b>maintain</b> [3] - 45:18, 56:23, 122:2 <b>maintaining</b> [1] - 46:2 <b>majority</b> [1] - 14:25 <b>makers</b> [1] - 82:16 <b>man</b> [5] - 121:1, 170:7, 184:7, 192:6 <b>managed</b> [1] - 175:19 <b>management</b> [3] - 15:5, 65:22, 186:7 <b>Management</b> [1] - 135:13 <b>manager</b> [4] - 15:4, 93:1, 96:7, 108:5 <b>manager's</b> [1] - 97:2 <b>managers</b> [2] - 88:15, 95:4 <b>manner</b> [5] - 38:19, 55:11, 79:22, 88:10, 179:2 <b>map</b> [2] - 76:23, 146:6				

<p><b>needed</b> <sup>[10]</sup> - 25:17, 84:12, 95:19, 112:15, 121:19, 150:24, 152:19, 169:2, 185:9, 203:2</p> <p><b>needing</b> <sup>[1]</sup> - 92:3</p> <p><b>needs</b> <sup>[15]</sup> - 38:22, 95:19, 131:21, 161:7, 161:8, 162:2, 162:3, 175:4, 182:20, 189:15, 189:16, 191:3, 192:15, 200:24</p> <p><b>negative</b> <sup>[1]</sup> - 54:7</p> <p><b>neglected</b> <sup>[1]</sup> - 78:19</p> <p><b>negotiate</b> <sup>[1]</sup> - 116:1</p> <p><b>negotiated</b> <sup>[3]</sup> - 10:5, 51:16, 73:6</p> <p><b>negotiating</b> <sup>[5]</sup> - 60:21, 64:21, 95:3, 100:1, 104:16</p> <p><b>negotiation</b> <sup>[15]</sup> - 10:20, 11:23, 12:10, 12:11, 12:16, 12:17, 37:1, 52:8, 53:2, 54:4, 71:10, 86:10, 100:4, 107:22, 110:20</p> <p><b>negotiations</b> <sup>[23]</sup> - 23:14, 41:13, 54:24, 60:4, 60:23, 72:4, 87:3, 87:11, 88:14, 95:2, 95:25, 99:14, 103:17, 104:5, 104:15, 104:18, 106:10, 108:18, 110:6, 115:19, 116:3, 123:13, 165:13</p> <p><b>neighbor</b> <sup>[1]</sup> - 171:3</p> <p><b>neighborhood</b> <sup>[6]</sup> - 158:25, 171:15, 171:22, 179:8, 180:8, 199:25</p> <p><b>neighbors</b> <sup>[2]</sup> - 162:3, 192:9</p> <p><b>nervous</b> <sup>[1]</sup> - 72:11</p> <p><b>net</b> <sup>[3]</sup> - 119:20, 119:23</p> <p><b>never</b> <sup>[18]</sup> - 43:8, 60:12, 75:17, 92:21, 106:23, 108:11, 109:14, 109:15, 116:2, 148:3, 148:13, 148:20, 149:8, 171:23, 180:8, 190:22, 190:23, 201:6</p> <p><b>new</b> <sup>[15]</sup> - 33:18, 95:13, 96:20, 96:23, 97:10, 97:17, 98:2, 98:21, 108:5, 114:24, 115:2, 119:14, 197:8, 199:25</p> <p><b>New</b> <sup>[1]</sup> - 175:15</p> <p><b>newcomers</b> <sup>[2]</sup> -</p>	<p>194:5, 196:11</p> <p><b>Next</b> <sup>[1]</sup> - 64:7</p> <p><b>next</b> <sup>[4]</sup> - 49:10, 81:19, 131:15, 148:22</p> <p><b>nice</b> <sup>[3]</sup> - 190:5, 195:23, 204:11</p> <p><b>night</b> <sup>[2]</sup> - 171:5, 189:5</p> <p><b>nine</b> <sup>[3]</sup> - 76:20, 124:22, 199:23</p> <p><b>No. 1</b> <sup>[3]</sup> - 18:14, 148:7, 148:8</p> <p><b>No. 2</b> <sup>[2]</sup> - 144:10, 148:15</p> <p><b>No. 3</b> <sup>[3]</sup> - 145:22, 145:23, 155:6</p> <p><b>No. 5</b> <sup>[1]</sup> - 155:14</p> <p><b>No. 7</b> <sup>[1]</sup> - 148:25</p> <p><b>Nobody</b> <sup>[1]</sup> - 197:20</p> <p><b>nobody</b> <sup>[3]</sup> - 201:11, 201:12</p> <p><b>nobody's</b> <sup>[4]</sup> - 178:24, 179:25, 181:19</p> <p><b>Nobody's</b> <sup>[1]</sup> - 197:20</p> <p><b>non</b> <sup>[5]</sup> - 44:7, 110:22, 123:21, 123:22, 148:1</p> <p><b>non-repayment</b> <sup>[1]</sup> - 148:1</p> <p><b>non-residential</b> <sup>[1]</sup> - 44:7</p> <p><b>non-use</b> <sup>[3]</sup> - 110:22, 123:21, 123:22</p> <p><b>none</b> <sup>[4]</sup> - 76:23, 76:24, 178:16, 178:20</p> <p><b>None</b> <sup>[1]</sup> - 178:11</p> <p><b>nonprofit</b> <sup>[7]</sup> - 94:1, 164:4, 165:8, 167:9, 173:6, 173:13, 174:23</p> <p><b>nonprofits</b> <sup>[1]</sup> - 173:18</p> <p><b>normal</b> <sup>[2]</sup> - 57:23, 164:19</p> <p><b>normally</b> <sup>[1]</sup> - 122:5</p> <p><b>Normally</b> <sup>[1]</sup> - 128:20</p> <p><b>North</b> <sup>[1]</sup> - 94:23</p> <p><b>Nos</b> <sup>[1]</sup> - 120:21</p> <p><b>note</b> <sup>[2]</sup> - 54:11, 87:18</p> <p><b>noted</b> <sup>[2]</sup> - 13:6, 27:25</p> <p><b>notes</b> <sup>[2]</sup> - 35:17, 127:25</p> <p><b>nothing</b> <sup>[14]</sup> - 17:21, 17:22, 64:3, 64:4, 85:4, 96:8, 96:10, 96:24, 104:15, 131:5, 148:18, 167:13,</p>	<p>177:14, 190:20</p> <p><b>notice</b> <sup>[4]</sup> - 29:4, 99:1, 141:23, 142:12</p> <p><b>notion</b> <sup>[1]</sup> - 85:7</p> <p><b>nots</b> <sup>[1]</sup> - 194:11</p> <p><b>notwithstanding</b> <sup>[1]</sup> - 52:24</p> <p><b>NOVEMBER</b> <sup>[1]</sup> - 6:1</p> <p><b>November</b> <sup>[23]</sup> - 32:20, 34:1, 36:5, 36:10, 37:8, 37:9, 37:16, 92:4, 96:2, 116:4, 118:24, 119:7, 119:24, 120:1, 120:6, 126:15, 127:6, 130:19, 137:15, 138:1, 139:19, 147:21</p> <p><b>number</b> <sup>[10]</sup> - 21:1, 47:11, 47:13, 70:24, 78:23, 119:13, 127:3, 150:22, 156:1, 176:23</p> <p><b>numbered</b> <sup>[1]</sup> - 41:6</p> <p><b>numbers</b> <sup>[2]</sup> - 11:2, 184:25</p>	<p>25:8, 36:3, 132:2, 152:13, 170:10</p> <p><b>occurs</b> <sup>[1]</sup> - 55:20</p> <p><b>ocean</b> <sup>[1]</sup> - 86:15</p> <p><b>October</b> <sup>[6]</sup> - 8:25, 31:5, 45:9, 45:10, 46:17, 134:4</p> <p><b>offended</b> <sup>[1]</sup> - 189:2</p> <p><b>offer</b> <sup>[8]</sup> - 26:3, 31:9, 33:14, 35:20, 35:21, 60:21, 87:3, 202:7</p> <p><b>offered</b> <sup>[1]</sup> - 25:15</p> <p><b>offers</b> <sup>[2]</sup> - 33:4, 202:5</p> <p><b>office</b> <sup>[14]</sup> - 11:13, 13:14, 31:12, 57:24, 79:14, 79:19, 93:10, 93:11, 128:4, 128:19, 128:20, 130:1, 202:14</p> <p><b>officer</b> <sup>[2]</sup> - 65:20, 135:10</p> <p><b>old</b> <sup>[3]</sup> - 18:5, 73:14, 122:3</p> <p><b>on-call</b> <sup>[2]</sup> - 156:4, 179:14</p> <p><b>Once</b> <sup>[1]</sup> - 185:10</p> <p><b>once</b> <sup>[2]</sup> - 68:1, 175:22</p> <p><b>One</b> <sup>[11]</sup> - 24:19, 70:14, 75:21, 86:7, 87:19, 106:15, 122:25, 141:21, 169:17, 189:22</p> <p><b>one</b> <sup>[74]</sup> - 17:23, 28:1, 33:5, 37:3, 40:22, 41:23, 43:9, 56:7, 56:18, 56:20, 57:5, 57:17, 58:13, 59:7, 61:3, 65:10, 71:16, 75:21, 76:1, 77:20, 77:21, 78:1, 82:12, 82:25, 85:7, 86:2, 90:12, 98:18, 103:17, 104:19, 106:9, 107:18, 107:20, 109:2, 112:3, 134:18, 142:2, 145:10, 150:3, 150:4, 155:5, 158:2, 160:2, 166:25, 168:19, 169:13, 169:16, 169:25, 170:5, 170:8, 171:6, 171:7, 172:4, 173:8, 174:24, 178:3, 187:17, 189:8, 190:23, 192:5, 192:6, 194:18, 198:10, 200:9</p> <p><b>one's</b> <sup>[1]</sup> - 53:11</p> <p><b>one-man</b> <sup>[2]</sup> - 192:6</p> <p><b>one-sided</b> <sup>[4]</sup> - 169:16, 170:5, 171:7, 172:4</p>	<p><b>One-sided</b> <sup>[1]</sup> - 169:17</p> <p><b>ones</b> <sup>[7]</sup> - 61:17, 73:3, 80:3, 80:25, 81:1, 94:21, 103:20</p> <p><b>ongoing</b> <sup>[2]</sup> - 140:14, 198:13</p> <p><b>open</b> <sup>[6]</sup> - 39:22, 93:12, 96:19, 123:15, 123:18</p> <p><b>operate</b> <sup>[1]</sup> - 23:9</p> <p><b>operated</b> <sup>[3]</sup> - 38:19, 164:3, 173:3</p> <p><b>operating</b> <sup>[3]</sup> - 15:25, 25:22, 57:23</p> <p><b>operation</b> <sup>[1]</sup> - 24:17</p> <p><b>operational</b> <sup>[1]</sup> - 42:20</p> <p><b>operations</b> <sup>[1]</sup> - 15:5</p> <p><b>opine</b> <sup>[1]</sup> - 87:3</p> <p><b>opinion</b> <sup>[12]</sup> - 40:16, 40:17, 116:10, 159:18, 165:6, 166:24, 170:14, 171:23, 180:10, 180:15, 184:21, 187:11</p> <p><b>opinions</b> <sup>[4]</sup> - 80:25, 81:2, 193:24, 194:1</p> <p><b>opportunity</b> <sup>[12]</sup> - 13:7, 55:7, 80:15, 81:16, 122:17, 122:22, 134:14, 136:15, 136:17, 137:5, 137:6, 138:22</p> <p><b>opposed</b> <sup>[1]</sup> - 139:9</p> <p><b>option</b> <sup>[1]</sup> - 144:4</p> <p><b>options</b> <sup>[3]</sup> - 25:4, 60:15, 114:16</p> <p><b>order</b> <sup>[12]</sup> - 22:13, 48:8, 56:23, 57:8, 100:22, 114:5, 124:25, 127:12, 132:19, 136:23, 140:11, 177:7</p> <p><b>order to show</b></p> <p><b>cause</b> <sup>[5]</sup> - 129:6, 129:11, 141:24, 143:3, 145:10</p> <p><b>orders</b> <sup>[1]</sup> - 196:5</p> <p><b>organization</b> <sup>[3]</sup> - 167:9, 173:7, 173:9</p> <p><b>organized</b> <sup>[1]</sup> - 175:9</p> <p><b>orig</b> <sup>[2]</sup> - 19:1, 104:19</p> <p><b>original</b> <sup>[15]</sup> - 11:19, 17:1, 17:17, 18:19, 20:25, 35:22, 61:16, 73:3, 78:25, 92:24, 110:14, 130:14, 131:9, 131:12, 142:9</p>
--	---	---	---	--

<p><b>Originally</b> <sup>[1]</sup> - 158:2  <b>originally</b> <sup>[6]</sup> - 10:24, 18:9, 88:14, 143:21, 164:8, 166:21  <b>otherwise</b> <sup>[2]</sup> - 44:6, 180:16  <b>ought</b> <sup>[1]</sup> - 43:14  <b>ourselves</b> <sup>[3]</sup> - 65:9, 97:25, 181:6  <b>outcome</b> <sup>[2]</sup> - 141:5, 176:17  <b>outdoor</b> <sup>[1]</sup> - 48:11  <b>outright</b> <sup>[1]</sup> - 109:6  <b>outside</b> <sup>[11]</sup> - 76:14, 77:6, 77:7, 82:16, 92:11, 145:23, 146:9, 146:13, 146:24, 169:6, 170:19  <b>outstanding</b> <sup>[3]</sup> - 130:3, 140:14, 145:14  <b>over-water</b> <sup>[1]</sup> - 189:4  <b>over-watered</b> <sup>[1]</sup> - 189:3  <b>overabuse</b> <sup>[3]</sup> - 185:24, 186:1, 186:18  <b>oversight</b> <sup>[1]</sup> - 179:9  <b>owe</b> <sup>[2]</sup> - 167:14  <b>owes</b> <sup>[1]</sup> - 63:12  <b>own</b> <sup>[24]</sup> - 53:11, 61:4, 63:4, 63:6, 63:16, 72:23, 72:24, 77:11, 94:15, 94:16, 94:20, 100:23, 122:22, 135:14, 161:7, 161:8, 169:22, 172:24, 175:16, 175:19, 176:12, 183:4, 197:11, 200:15  <b>owned</b> <sup>[16]</sup> - 10:16, 55:23, 66:24, 83:24, 89:13, 93:22, 93:23, 94:1, 94:3, 94:18, 94:23, 94:25, 96:22, 121:14, 126:21, 172:24  <b>owner</b> <sup>[1]</sup> - 123:23  <b>owners</b> <sup>[2]</sup> - 71:17, 122:2  <b>ownership</b> <sup>[1]</sup> - 122:8  <b>owning</b> <sup>[1]</sup> - 160:7  <b>owns</b> <sup>[1]</sup> - 63:12</p>	<p>137:22  <b>page 1</b> <sup>[2]</sup> - 42:11, 48:23  <b>page 3</b> <sup>[1]</sup> - 154:17  <b>Page 4</b> <sup>[1]</sup> - 102:23  <b>page 7</b> <sup>[2]</sup> - 41:5, 87:5  <b>page 8</b> <sup>[1]</sup> - 41:21  <b>paid</b> <sup>[31]</sup> - 32:13, 33:9, 33:12, 35:9, 35:16, 66:1, 69:19, 125:15, 128:11, 129:1, 130:10, 132:20, 132:22, 132:24, 140:16, 142:3, 144:21, 144:24, 156:12, 159:24, 167:4, 181:5, 181:7, 181:12, 181:16, 187:7, 187:18, 200:8, 200:17, 203:25  <b>Palmer</b> <sup>[3]</sup> - 70:18, 70:19, 70:20  <b>Palmer's</b> <sup>[1]</sup> - 70:20  <b>paper</b> <sup>[2]</sup> - 149:15, 202:20  <b>paperwork</b> <sup>[2]</sup> - 142:1, 157:24  <b>paragraph</b> <sup>[5]</sup> - 41:6, 48:22, 110:10, 145:14, 148:15  <b>paraphrase</b> <sup>[1]</sup> - 112:15  <b>parcels</b> <sup>[1]</sup> - 44:19  <b>parol evidence</b> <sup>[1]</sup> - 82:9  <b>part</b> <sup>[43]</sup> - 12:21, 12:22, 13:17, 15:7, 18:13, 19:14, 20:8, 21:11, 29:23, 30:22, 31:15, 31:23, 32:1, 34:14, 36:25, 47:19, 48:7, 51:14, 52:14, 65:16, 71:17, 76:8, 79:23, 84:7, 86:15, 91:24, 104:10, 107:22, 108:8, 110:20, 127:7, 127:8, 127:11, 129:24, 149:10, 149:21, 153:16, 155:12, 157:2, 167:7, 176:1, 200:11, 200:12  <b>Part</b> <sup>[1]</sup> - 47:20  <b>parted</b> <sup>[1]</sup> - 99:20  <b>participate</b> <sup>[2]</sup> - 171:9, 171:13  <b>participated</b> <sup>[1]</sup> - 117:17  <b>participating</b> <sup>[1]</sup> -</p>	<p>166:13  <b>participation</b> <sup>[2]</sup> - 37:24, 204:9  <b>particular</b> <sup>[6]</sup> - 6:10, 25:9, 84:8, 122:24, 124:2, 199:1  <b>particularly</b> <sup>[3]</sup> - 42:22, 122:3, 156:13  <b>particulars</b> <sup>[1]</sup> - 148:20  <b>parties</b> <sup>[15]</sup> - 6:11, 13:12, 13:13, 28:21, 41:11, 41:15, 41:18, 73:13, 87:10, 87:14, 106:10, 107:19, 107:20, 108:1, 147:25  <b>partly</b> <sup>[1]</sup> - 153:15  <b>partner</b> <sup>[1]</sup> - 24:16  <b>parts</b> <sup>[2]</sup> - 124:15, 134:25  <b>party</b> <sup>[5]</sup> - 88:13, 107:19, 156:23, 162:6, 163:10  <b>passing</b> <sup>[1]</sup> - 137:11  <b>past</b> <sup>[9]</sup> - 37:20, 74:8, 75:10, 133:22, 152:4, 170:11, 188:9, 196:16, 202:9  <b>pasture</b> <sup>[1]</sup> - 178:8  <b>patience</b> <sup>[1]</sup> - 204:10  <b>Paul</b> <sup>[2]</sup> - 143:22, 143:23  <b>Paul Fulgham</b> <sup>[5]</sup> - 62:9, 91:19, 91:22, 121:1, 202:1  <b>Pause</b> <sup>[2]</sup> - 36:21, 40:24  <b>pay</b> <sup>[27]</sup> - 10:10, 15:6, 35:19, 35:21, 84:16, 97:20, 129:21, 132:13, 142:9, 148:17, 153:9, 154:19, 154:21, 154:23, 158:8, 161:20, 164:5, 165:1, 165:10, 165:21, 167:6, 167:10, 176:8, 181:1, 188:12  <b>payable</b> <sup>[1]</sup> - 67:22  <b>paying</b> <sup>[6]</sup> - 26:20, 160:3, 160:8, 187:6, 192:20, 201:23  <b>payment</b> <sup>[16]</sup> - 26:12, 28:10, 33:10, 67:15, 97:20, 97:21, 97:22, 97:23, 148:4, 148:14, 148:24, 154:23, 154:25, 181:8, 181:9, 200:11  <b>payments</b> <sup>[7]</sup> - 67:17, 67:22, 68:2,</p>	<p>124:11, 125:17, 126:2, 130:8  <b>penny</b> <sup>[1]</sup> - 166:10  <b>People</b> <sup>[4]</sup> - 106:25, 173:25, 174:1, 181:10  <b>people</b> <sup>[64]</sup> - 7:15, 16:1, 20:5, 35:15, 49:24, 56:11, 57:18, 58:13, 61:3, 62:12, 63:19, 71:2, 72:3, 76:25, 131:19, 137:20, 142:9, 149:10, 152:12, 165:9, 166:14, 169:12, 170:22, 171:17, 171:21, 172:9, 173:17, 173:20, 173:24, 173:25, 176:7, 179:7, 179:10, 179:18, 179:22, 189:11, 189:18, 190:16, 191:10, 191:25, 192:7, 192:12, 193:24, 194:9, 194:14, 194:15, 195:13, 196:8, 198:14, 199:25, 200:2, 200:7, 200:19, 200:20, 201:25, 202:4, 202:10, 202:13, 202:17, 203:3, 203:8, 203:11, 203:12  <b>per</b> <sup>[13]</sup> - 98:16, 105:25, 113:14, 113:17, 119:17, 119:18, 128:8, 128:14, 128:23, 133:24, 134:9, 151:14, 187:7  <b>percent</b> <sup>[12]</sup> - 35:19, 35:21, 35:22, 127:21, 127:24, 132:21, 165:2, 167:2, 173:14, 185:14  <b>percentage</b> <sup>[3]</sup> - 61:7, 61:9, 176:24  <b>perception</b> <sup>[5]</sup> - 96:5, 96:18, 96:25, 97:3, 107:18  <b>perfect</b> <sup>[3]</sup> - 9:13, 170:7, 172:8  <b>Perfect</b> <sup>[2]</sup> - 37:17, 48:19  <b>perhaps</b> <sup>[4]</sup> - 75:16, 79:3, 87:23, 102:19  <b>period</b> <sup>[5]</sup> - 56:8, 124:9, 125:15, 134:6, 144:21  <b>periods</b> <sup>[1]</sup> - 156:1  <b>permanently</b> <sup>[1]</sup> -</p>	<p>145:2  <b>permission</b> <sup>[3]</sup> - 73:25, 74:2, 111:19  <b>permit</b> <sup>[1]</sup> - 26:3  <b>permits</b> <sup>[1]</sup> - 49:3  <b>permitted</b> <sup>[1]</sup> - 46:5  <b>person</b> <sup>[10]</sup> - 56:22, 59:21, 66:1, 111:18, 114:18, 136:10, 137:1, 148:22, 151:13, 203:13  <b>person's</b> <sup>[3]</sup> - 151:13, 198:10  <b>personal</b> <sup>[4]</sup> - 19:6, 40:17, 68:7, 176:14  <b>personally</b> <sup>[5]</sup> - 16:22, 63:6, 67:24, 67:25, 183:1  <b>persons</b> <sup>[2]</sup> - 47:11, 173:9  <b>perspective</b> <sup>[1]</sup> - 91:4  <b>pertinent</b> <sup>[3]</sup> - 118:2, 118:5, 142:10  <b>petition</b> <sup>[2]</sup> - 7:18, 8:11  <b>phases</b> <sup>[1]</sup> - 44:17  <b>phone</b> <sup>[1]</sup> - 25:3  <b>phrase</b> <sup>[4]</sup> - 45:2, 45:11, 45:12, 84:14  <b>physical</b> <sup>[6]</sup> - 10:12, 16:6, 26:22, 33:10, 35:6, 151:20  <b>physically</b> <sup>[2]</sup> - 14:3, 69:13  <b>picked</b> <sup>[1]</sup> - 169:17  <b>picked-on</b> <sup>[1]</sup> - 169:17  <b>picking</b> <sup>[1]</sup> - 178:24  <b>picture</b> <sup>[1]</sup> - 61:5  <b>piece</b> <sup>[3]</sup> - 108:8, 108:15, 149:15  <b>pipe</b> <sup>[4]</sup> - 49:6, 108:15, 111:14, 191:19  <b>pipes</b> <sup>[4]</sup> - 94:16, 152:7, 191:20, 191:21  <b>pipng</b> <sup>[1]</sup> - 124:19  <b>pit</b> <sup>[1]</sup> - 191:20  <b>pitch</b> <sup>[2]</sup> - 158:4, 199:2  <b>Place</b> <sup>[1]</sup> - 146:8  <b>place</b> <sup>[6]</sup> - 64:19, 70:20, 92:8, 169:16, 186:13  <b>places</b> <sup>[1]</sup> - 169:14  <b>plan</b> <sup>[2]</sup> - 179:24, 184:6  <b>planned</b> <sup>[1]</sup> - 201:2  <b>plans</b> <sup>[2]</sup> - 20:25, 76:15</p>
<b>P</b>				
<p><b>P.3d</b> <sup>[1]</sup> - 83:7  <b>P.M</b> <sup>[1]</sup> - 6:1  <b>p.m</b> <sup>[3]</sup> - 78:17, 136:4, 204:12  <b>page</b> <sup>[2]</sup> - 80:8,</p>				

<p><b>plat</b> [1] - 76:11  <b>play</b> [1] - 181:21  <b>plots</b> [1] - 76:24  <b>Plus</b> [1] - 156:11  <b>plus</b> [10] - 84:18, 97:11, 110:15, 123:2, 125:5, 129:5, 130:18, 154:24, 167:4  <b>pocket</b> [2] - 160:8, 161:24  <b>pocketbook</b> [1] - 185:6  <b>pockets</b> [2] - 184:14, 184:15  <b>point</b> [55] - 7:3, 11:11, 12:9, 18:14, 18:22, 19:1, 20:5, 20:8, 22:6, 22:9, 28:17, 29:16, 43:1, 43:20, 44:8, 45:14, 49:8, 50:8, 50:25, 52:1, 58:7, 58:11, 77:13, 77:19, 80:13, 81:14, 81:23, 84:3, 90:16, 95:25, 96:23, 97:6, 98:5, 102:1, 104:3, 109:20, 111:17, 111:23, 112:11, 112:13, 114:24, 115:2, 122:23, 123:4, 123:6, 123:9, 135:22, 161:5, 161:6, 163:25, 169:2, 176:12, 195:7, 195:22, 198:3  <b>Point</b> [3] - 96:12, 111:18, 111:21  <b>pointed</b> [1] - 102:18  <b>points</b> [12] - 11:18, 12:4, 17:18, 18:18, 19:19, 19:20, 19:22, 21:7, 112:3, 122:16, 122:25, 168:22  <b>pool</b> [1] - 124:1  <b>poor</b> [2] - 160:15, 169:17  <b>popular</b> [2] - 170:14, 187:10  <b>portion</b> [1] - 136:1  <b>position</b> [34] - 14:20, 14:22, 27:18, 29:17, 31:2, 32:6, 33:18, 38:15, 81:24, 82:1, 82:21, 83:19, 83:21, 84:8, 84:10, 84:13, 84:20, 85:3, 85:17, 87:15, 87:16, 88:1, 90:3, 91:18, 117:9, 122:10, 123:11, 126:16, 126:23, 129:9, 137:24, 139:16, 144:3, 179:22</p>	<p><b>positions</b> [1] - 150:17  <b>possibility</b> [4] - 24:11, 28:19, 53:1, 140:9  <b>possible</b> [8] - 58:15, 71:14, 73:9, 81:25, 86:17, 133:16, 141:5, 179:3  <b>pot</b> [2] - 50:5, 84:25  <b>potential</b> [1] - 77:12  <b>power</b> [2] - 26:20, 124:19  <b>Power</b> [1] - 98:20  <b>PowerPoint</b> [2] - 61:19, 61:25  <b>practice</b> [2] - 56:6, 181:20  <b>practices</b> [2] - 173:12, 175:1  <b>precluded</b> [1] - 98:1  <b>predict</b> [1] - 21:24  <b>prefer</b> [3] - 83:15, 84:5, 90:10  <b>pregnant</b> [1] - 199:23  <b>preliminarily</b> [1] - 90:20  <b>premarked</b> [3] - 118:19, 118:22, 120:6  <b>preparation</b> [1] - 135:14  <b>prepare</b> [2] - 118:13, 118:22  <b>prepared</b> [8] - 14:10, 36:9, 36:14, 36:25, 84:2, 118:13, 118:22, 158:7  <b>present</b> [11] - 6:24, 13:23, 15:4, 55:24, 82:13, 98:7, 106:10, 115:20, 115:25, 116:2, 139:23  <b>presentation</b> [5] - 33:25, 38:6, 61:20, 62:1, 154:17  <b>presented</b> [8] - 31:14, 32:18, 51:7, 61:19, 62:6, 139:25, 142:19, 144:10  <b>presenting</b> [2] - 62:1, 62:4  <b>presents</b> [1] - 38:1  <b>preserved</b> [3] - 11:25, 31:18, 109:9  <b>president</b> [3] - 14:24, 15:15, 82:7  <b>pretty</b> [3] - 12:2, 177:3, 178:5  <b>Pretty</b> [1] - 165:3  <b>previous</b> [2] -</p>	<p>159:13, 178:3  <b>price</b> [1] - 203:9  <b>prices</b> [1] - 161:15  <b>printed</b> [1] - 79:19  <b>priority</b> [4] - 11:25, 25:7, 122:3, 122:4  <b>private</b> [14] - 7:11, 7:23, 8:7, 56:22, 93:19, 93:20, 93:25, 94:4, 138:18, 166:13, 178:22  <b>privately</b> [1] - 93:22  <b>privilege</b> [1] - 37:4  <b>privy</b> [2] - 87:2, 88:10  <b>proactive</b> [1] - 185:19  <b>problem</b> [10] - 22:5, 22:8, 165:22, 167:11, 175:21, 191:7, 198:16, 198:25, 199:1, 199:2  <b>problems</b> [5] - 152:5, 160:16, 170:10, 188:20, 201:22  <b>procedurally</b> [2] - 36:23, 145:17  <b>procedure</b> [5] - 8:3, 56:24, 56:25, 57:11, 133:11  <b>procedures</b> [1] - 57:23  <b>proceed</b> [24] - 6:15, 6:17, 7:10, 13:24, 14:13, 23:9, 29:10, 36:16, 47:1, 54:5, 71:13, 80:11, 82:1, 90:9, 117:2, 119:6, 126:13, 134:25, 139:13, 164:21, 187:3, 193:20, 197:3, 199:18  <b>proceeded</b> [4] - 7:16, 12:16, 21:13, 30:10  <b>proceeding</b> [3] - 8:15, 23:15, 154:13  <b>proceedings</b> [5] - 8:13, 28:14, 144:17, 145:6, 157:13  <b>proceeds</b> [5] - 106:24, 126:25, 130:11, 131:13, 132:2  <b>process</b> [6] - 15:22, 60:6, 119:10, 149:24, 168:21, 204:10  <b>processes</b> [1] - 200:6  <b>procure</b> [1] - 49:5  <b>produce</b> [3] - 92:18, 102:12, 105:13  <b>produced</b> [3] - 37:3,</p>	<p>49:7, 136:19  <b>productive</b> [1] - 18:15  <b>professionals</b> [1] - 115:19  <b>profit</b> [1] - 93:25  <b>profitable</b> [1] - 176:18  <b>program</b> [1] - 164:11  <b>progressed</b> [1] - 168:19  <b>prohibited</b> [1] - 44:4  <b>promised</b> [3] - 31:25, 98:9, 99:3  <b>promising</b> [1] - 144:6  <b>promissory</b> [1] - 127:25  <b>proof</b> [3] - 54:14, 56:14, 75:2  <b>proper</b> [1] - 76:7  <b>properly</b> [1] - 195:25  <b>properties</b> [1] - 99:10  <b>property</b> [16] - 44:19, 68:12, 77:11, 99:18, 100:25, 108:8, 163:21, 176:19, 176:20, 176:23, 176:24, 177:8, 177:20, 177:23, 180:2, 200:2  <b>proposal</b> [16] - 6:13, 8:23, 10:13, 25:4, 32:23, 33:19, 34:20, 35:5, 36:4, 36:9, 36:17, 152:21, 172:4, 182:25, 184:8, 187:15  <b>proposals</b> [1] - 150:18  <b>propose</b> [1] - 136:9  <b>proposed</b> [16] - 8:20, 8:25, 13:20, 17:17, 26:8, 29:13, 32:17, 37:11, 38:2, 72:15, 72:18, 119:22, 119:23, 142:6, 150:22, 160:2  <b>proposing</b> [4] - 81:23, 143:16, 143:18, 144:11  <b>prospective</b> [1] - 145:5  <b>prospectively</b> [1] - 144:12  <b>protect</b> [1] - 177:4  <b>protected</b> [2] - 131:22, 133:13  <b>protection</b> [1] - 159:5  <b>protested</b> [1] -</p>	<p>113:12  <b>protestors</b> [1] - 113:11  <b>proud</b> [1] - 203:23  <b>prove</b> [2] - 75:3, 85:15  <b>provide</b> [18] - 7:17, 8:23, 10:22, 10:25, 11:17, 15:12, 15:19, 35:5, 36:7, 45:24, 71:24, 136:13, 146:23, 154:13, 156:20, 179:9, 187:12, 195:25  <b>provided</b> [9] - 7:16, 12:14, 31:16, 38:1, 40:19, 41:1, 82:3, 165:17, 190:4  <b>provides</b> [1] - 8:9  <b>providing</b> [4] - 8:18, 15:16, 24:17, 44:4  <b>provision</b> [2] - 82:24, 87:5  <b>public</b> [8] - 91:23, 129:7, 134:16, 136:1, 136:3, 139:8, 139:9, 156:20  <b>Public</b> [2] - 8:22, 156:21  <b>Public Service Commission</b> [7] - 6:5, 8:1, 8:5, 8:13, 32:8, 79:20, 81:8  <b>pull</b> [7] - 95:6, 98:22, 101:9, 101:21, 152:16, 166:22, 195:2  <b>pulled</b> [1] - 185:6  <b>puller</b> [1] - 185:7  <b>pulling</b> [2] - 101:11, 152:14  <b>pump</b> [21] - 18:5, 25:6, 45:19, 92:13, 92:25, 95:7, 95:11, 95:20, 122:12, 124:11, 124:16, 132:7, 152:14, 152:16, 170:20, 185:3, 186:3, 186:6, 186:9, 186:10, 186:13  <b>pumping</b> [2] - 98:10, 101:6  <b>pumps</b> [6] - 132:4, 152:8, 174:18, 175:20, 186:11, 201:23  <b>Purchase</b> [1] - 27:8  <b>purchase</b> [27] - 11:23, 26:22, 31:20, 32:4, 40:18, 41:2, 42:12, 42:16, 48:25, 52:12, 60:25, 61:20,</p>
---	--	--	---	--

61:22, 72:7, 83:2, 83:24, 84:13, 84:16, 84:22, 85:18, 86:18, 90:3, 102:15, 109:6, 113:1, 114:6, 125:14 <b>purchased</b> [7] - 62:22, 123:3, 124:22, 125:13, 126:5, 126:17 <b>purchasing</b> [2] - 60:10, 60:20 <b>purpose</b> [2] - 15:12, 19:11 <b>purposes</b> [2] - 11:14, 47:11 <b>Put</b> [1] - 196:16 <b>put</b> [40] - 7:12, 25:5, 26:15, 33:1, 34:17, 39:5, 55:4, 61:14, 65:8, 70:25, 74:8, 75:10, 84:25, 86:25, 95:23, 97:10, 99:24, 100:5, 101:12, 102:2, 105:14, 109:1, 121:19, 121:22, 123:23, 138:8, 143:20, 144:20, 146:17, 150:4, 161:15, 165:18, 172:6, 172:14, 172:22, 175:18, 182:25, 185:3, 187:17, 188:22 <b>putting</b> [5] - 101:22, 105:8, 105:20, 106:19, 166:14	115:5, 116:11, 135:18, 135:21, 135:24, 136:16, 136:21, 141:15, 141:17, 143:9, 143:10, 143:14, 146:25, 154:7, 154:9, 162:17, 162:19, 166:7, 167:19, 167:24, 168:1, 170:17, 178:2, 181:24, 181:25, 183:8, 183:9 <b>quick</b> [1] - 11:3 <b>quiet</b> [2] - 59:20, 72:8 <b>quitclaim</b> [4] - 16:15, 16:21, 73:5, 149:11 <b>quitclaimed</b> [3] - 72:21, 73:3, 76:9 <b>quite</b> [2] - 39:5, 173:11 <b>quotes</b> [1] - 83:7	<b>raw</b> [2] - 130:23, 131:2 <b>re</b> [3] - 37:13, 175:3, 197:25 <b>re-disbursed</b> [1] - 175:3 <b>read</b> [18] - 34:22, 34:23, 41:19, 41:20, 42:6, 42:24, 43:14, 43:18, 45:12, 49:17, 74:1, 74:25, 80:3, 97:8, 116:10, 137:16, 144:19, 189:10 <b>reading</b> [3] - 75:20, 98:14, 98:15 <b>ready</b> [2] - 158:16, 159:7 <b>real</b> [7] - 28:19, 44:18, 158:2, 164:10, 197:9, 198:16, 202:14 <b>realize</b> [1] - 194:10 <b>really</b> [33] - 10:2, 17:18, 24:4, 24:7, 28:5, 74:21, 75:14, 82:11, 94:2, 95:25, 97:7, 104:16, 136:6, 136:7, 143:18, 157:9, 157:21, 158:1, 159:5, 161:13, 164:19, 169:16, 169:24, 175:12, 188:23, 190:3, 192:24, 196:5, 196:18, 197:14, 197:20, 201:25, 202:24 <b>reason</b> [11] - 67:1, 72:24, 95:9, 98:18, 109:12, 119:10, 122:20, 130:22, 143:20, 158:12, 169:3 <b>reasonable</b> [14] - 8:2, 38:19, 38:21, 83:1, 128:6, 128:7, 128:9, 128:13, 144:17, 156:17, 161:13, 180:4, 194:14, 194:15 <b>reasons</b> [5] - 85:1, 150:4, 170:20, 175:4, 181:4 <b>rebuttal</b> [1] - 55:8 <b>REBUTTAL</b> [1] - 147:18 <b>receipts</b> [1] - 200:9 <b>receive</b> [2] - 48:14, 150:6 <b>received</b> [18] - 17:15, 34:12, 65:11, 67:15, 67:16, 68:1, 78:22, 79:7, 113:10, 120:11, 125:22, 125:24, 138:3, 139:21, 148:4,	148:23, 149:13, 156:8 <b>receiving</b> [1] - 86:24 <b>recently</b> [4] - 92:12, 103:15, 134:5, 194:10 <b>recess</b> [4] - 78:17, 80:12, 136:2, 136:4 <b>recitating</b> [1] - 54:18 <b>recited</b> [1] - 86:22 <b>recognize</b> [7] - 114:16, 114:22, 114:23, 129:19, 130:8, 131:19, 131:20 <b>recognizes</b> [1] - 130:6 <b>recollection</b> [1] - 98:4 <b>recommend</b> [5] - 130:12, 132:18, 133:15, 138:13, 140:3 <b>recommendation</b> [19] - 7:3, 9:1, 29:15, 32:18, 32:24, 32:25, 34:21, 37:6, 37:7, 37:9, 118:15, 133:8, 133:11, 144:18, 144:19, 184:19, 184:20, 196:15 <b>Recommendation</b> [1] - 118:24 <b>recommendations</b> [11] - 9:21, 120:3, 126:8, 134:21, 137:25, 138:13, 139:18, 139:21, 141:3, 194:19, 196:4 <b>recommended</b> [1] - 8:25 <b>recommending</b> [4] - 127:12, 127:22, 144:14, 144:15 <b>reconvene</b> [1] - 6:7 <b>record</b> [34] - 7:5, 8:24, 9:12, 13:24, 18:8, 23:3, 23:13, 26:23, 26:24, 27:16, 34:17, 34:19, 34:24, 36:8, 54:8, 54:13, 54:21, 54:22, 74:3, 79:23, 89:9, 90:2, 117:8, 119:4, 134:20, 134:22, 148:6, 155:3, 155:4, 156:7, 162:9, 187:14, 187:19 <b>recorded</b> [8] - 76:10, 103:2, 104:16, 108:11, 126:3, 130:10, 136:12, 136:19 <b>recorder</b> [1] - 136:12 <b>records</b> [14] - 23:22, 75:2, 77:4, 92:17, 117:23, 118:2,	124:14, 125:10, 125:16, 126:24, 132:23, 133:7, 154:20, 154:25 <b>recouped</b> [3] - 131:3, 131:7, 198:6 <b>recourse</b> [2] - 28:8, 177:11 <b>recovered</b> [1] - 131:10 <b>REDIRECT EXAMINATION</b> [1] - 51:9 <b>redo</b> [1] - 191:18 <b>reduced</b> [3] - 30:13, 57:5, 82:21 <b>reduction</b> [1] - 38:2 <b>refer</b> [5] - 83:6, 83:8, 123:1, 126:14, 155:3 <b>reference</b> [1] - 40:22 <b>referenced</b> [2] - 142:1, 142:6 <b>referencing</b> [1] - 88:4 <b>referred</b> [4] - 36:25, 52:14, 86:3, 110:11 <b>Referring</b> [1] - 145:4 <b>referring</b> [9] - 33:5, 71:9, 74:17, 74:21, 85:10, 118:8, 138:6, 145:6, 145:12 <b>reflect</b> [1] - 27:20 <b>refresh</b> [1] - 111:11 <b>refund</b> [3] - 30:1, 35:16, 132:21 <b>regard</b> [2] - 85:3, 86:5 <b>regarding</b> [6] - 6:13, 27:14, 82:23, 120:4, 128:2, 133:20 <b>regardless</b> [1] - 169:23 <b>regards</b> [4] - 154:22, 155:6, 155:14, 155:22 <b>region</b> [1] - 124:2 <b>regulated</b> [5] - 7:20, 7:24, 8:4, 145:24, 180:6 <b>regulations</b> [2] - 175:8, 179:13 <b>Reif</b> [1] - 138:19 <b>reimbursement</b> [1] - 150:18 <b>reiterations</b> [1] - 119:13 <b>related</b> [8] - 40:10, 42:18, 81:11, 122:14, 129:6, 129:10, 130:7, 142:24 <b>relates</b> [1] - 80:20 <b>relative</b> [15] - 9:23,		
<b>Q</b>	<b>R</b>	<b>R325</b> [1] - 106:1 <b>raise</b> [5] - 91:8, 91:12, 164:25, 174:2, 174:11 <b>raised</b> [5] - 11:21, 81:15, 89:3, 179:19, 202:25 <b>rallied</b> [1] - 171:18 <b>range</b> [1] - 156:16 <b>rate</b> [22] - 6:8, 8:3, 8:20, 72:19, 98:8, 98:9, 98:24, 118:10, 127:13, 127:21, 127:23, 128:8, 130:1, 133:12, 150:18, 150:25, 155:22, 177:10, 180:4, 185:16 <b>rate case</b> [1] - 118:6 <b>rate design</b> [1] - 118:1 <b>rate increase</b> [3] - 117:18, 117:24, 174:13 <b>ratepayers</b> [2] - 132:17, 156:18 <b>rates</b> [18] - 8:2, 32:9, 32:10, 128:10, 128:21, 131:16, 140:4, 140:5, 144:20, 144:22, 145:1, 145:11, 155:17, 156:5, 156:11, 165:4, 185:1, 201:10 <b>rather</b> [3] - 127:24, 128:14, 180:9				

13:13, 13:22, 13:25, 14:21, 28:16, 33:10, 37:23, 38:3, 38:15, 38:25, 54:23, 66:15, 105:5, 147:24 <b>relatives</b> [1] - 127:18 <b>relevant</b> [4] - 7:9, 7:22, 28:22, 87:25 <b>reliable</b> [1] - 65:8 <b>relied</b> [1] - 115:12 <b>relinquish</b> [2] - 31:17, 66:18 <b>relinquished</b> [3] - 31:12, 73:9, 109:13 <b>relinquishing</b> [3] - 12:19, 52:15, 202:2 <b>relinquishment</b> [3] - 28:24, 64:14, 64:15 <b>rely</b> [1] - 115:11 <b>remained</b> [1] - 21:25 <b>remember</b> [2] - 19:24, 20:6, 22:16, 30:4, 31:4, 31:5, 42:4, 56:21, 61:25, 69:9, 69:10, 70:7, 70:8, 72:16, 72:17, 75:24, 93:15, 116:5, 133:6, 148:19, 182:14 <b>remembers</b> [1] - 93:9 <b>remind</b> [4] - 29:1, 37:14, 55:6, 69:11 <b>removed</b> [1] - 123:4 <b>renew</b> [6] - 27:13, 56:5, 57:18, 86:20, 184:2 <b>renewal</b> [3] - 56:4, 57:11, 57:16 <b>renewed</b> [2] - 53:25, 57:3 <b>repaid</b> [1] - 140:18 <b>repair</b> [1] - 132:4 <b>repairs</b> [1] - 140:6 <b>repayment</b> [2] - 148:1 <b>repeat</b> [2] - 60:19, 186:1 <b>repetitive</b> [1] - 134:11 <b>replace</b> [3] - 119:9, 185:3, 191:17 <b>replaced</b> [1] - 133:13 <b>Replacement</b> [1] - 131:14 <b>replacement</b> [1] - 131:23 <b>replaces</b> [2] - 41:12, 87:10 <b>report</b> [1] - 133:19 <b>reported</b> [1] - 127:10 <b>reporter</b> [4] - 40:6,	68:23, 167:20, 199:6 <b>reports</b> [3] - 173:21, 173:22, 173:25 <b>represent</b> [1] - 40:25 <b>representations</b> [2] - 41:13, 87:12 <b>representative</b> [1] - 87:22 <b>represented</b> [2] - 60:3, 84:19 <b>representing</b> [1] - 6:22 <b>request</b> [12] - 7:19, 13:6, 48:3, 57:5, 69:25, 74:2, 74:7, 75:1, 117:18, 118:17, 142:9, 143:6 <b>requested</b> [1] - 56:8 <b>requesting</b> [2] - 128:24, 149:5 <b>requests</b> [3] - 120:15, 123:16, 184:1 <b>require</b> [1] - 50:13 <b>required</b> [4] - 45:20, 49:3, 56:14, 153:14 <b>requirement</b> [2] - 70:13, 155:17 <b>requires</b> [1] - 42:2 <b>rescind</b> [1] - 35:14 <b>researched</b> [2] - 189:11, 192:14 <b>resell</b> [1] - 198:1 <b>reserve</b> [8] - 38:4, 127:2, 131:22, 145:19, 158:6, 160:4, 186:2, 187:8 <b>Reserves</b> [1] - 119:17 <b>reservoir</b> [1] - 165:19 <b>resided</b> [1] - 123:9 <b>residences</b> [1] - 44:16 <b>residential</b> [7] - 11:4, 11:11, 43:25, 44:7, 44:14, 45:22, 106:5 <b>residentially</b> [1] - 92:2 <b>residents</b> [3] - 7:15, 112:24, 171:8 <b>resolution</b> [3] - 10:13, 33:19, 37:12 <b>resolve</b> [6] - 35:13, 36:3, 71:19, 105:4, 148:21, 195:8 <b>resolved</b> [3] - 144:5, 152:16, 195:9 <b>resource</b> [1] - 179:1 <b>resources</b> [1] - 197:25 <b>respect</b> [3] - 54:12,	55:21, 83:22 <b>respected</b> [1] - 88:6 <b>respectfully</b> [1] - 140:21 <b>respond</b> [7] - 13:7, 42:3, 145:16, 147:4, 147:7, 150:21, 151:19 <b>responded</b> [2] - 8:24, 9:24 <b>responding</b> [1] - 90:4 <b>response</b> [27] - 6:25, 7:2, 8:22, 9:21, 9:25, 13:9, 27:17, 29:14, 29:15, 29:20, 29:22, 29:23, 29:25, 30:22, 30:24, 31:11, 31:15, 32:17, 32:24, 33:8, 34:20, 42:2, 45:8, 52:13, 62:22, 89:5, 153:5 <b>responsibility</b> [3] - 165:7, 169:22, 170:9 <b>responsible</b> [5] - 151:22, 165:9, 185:21, 185:25, 186:17 <b>rest</b> [3] - 19:10, 57:18, 172:23 <b>restate</b> [1] - 126:16 <b>restore</b> [1] - 22:13 <b>restricted</b> [1] - 169:2 <b>restructure</b> [1] - 166:17 <b>result</b> [5] - 8:17, 120:3, 123:13, 131:3, 132:9 <b>resulted</b> [1] - 35:13 <b>retained</b> [1] - 29:18 <b>retire</b> [1] - 109:15 <b>retirement</b> [3] - 166:10, 180:15, 184:12 <b>retract</b> [1] - 166:20 <b>retroactively</b> [1] - 162:14 <b>return</b> [1] - 64:15 <b>returned</b> [2] - 35:7, 35:8 <b>revenues</b> [3] - 173:14, 174:11, 176:4 <b>review</b> [4] - 39:4, 86:1, 136:20, 155:5 <b>reviewed</b> [9] - 26:9, 117:23, 118:2, 121:13, 121:15, 124:8, 128:5, 143:1, 156:11 <b>Reviewed</b> [1] - 118:3 <b>reviewing</b> [4] - 117:22, 119:11,	124:7, 125:16 <b>Rich</b> [2] - 93:10, 93:11 <b>Rich Woodward</b> [1] - 93:1 <b>rid</b> [1] - 12:20 <b>Ridge</b> [9] - 6:22, 6:25, 8:10, 9:1, 10:7, 14:21, 15:11, 16:22, 37:22 <b>ridge</b> [1] - 163:20 <b>Ridge's</b> [1] - 117:18 <b>rift</b> [2] - 189:19, 192:1 <b>rights</b> [16] - 10:20, 11:22, 11:24, 12:5, 42:20, 77:22, 85:14, 85:16, 109:25, 110:16, 114:7, 114:17, 115:2, 146:5, 149:12 <b>Rights'</b> [1] - 145:24 <b>risk</b> [1] - 121:23 <b>River</b> [2] - 92:10, 124:3 <b>Riverside</b> [1] - 94:22 <b>Robert</b> [1] - 79:9 <b>Robert Butters</b> [1] - 157:1 <b>rock</b> [1] - 191:22 <b>rocks</b> [1] - 191:23 <b>rocky</b> [2] - 191:16, 191:18 <b>Rocky Mountain</b> <b>Power</b> [2] - 7:7, 8:7 <b>room</b> [6] - 35:2, 91:24, 182:23, 185:2, 197:23, 201:18 <b>rosy</b> [1] - 202:15 <b>roughly</b> [5] - 25:8, 93:6, 96:13, 113:13, 132:10 <b>round</b> [1] - 24:4 <b>rounded</b> [2] - 69:16, 132:11 <b>ruled</b> [1] - 159:17 <b>rules</b> [4] - 156:2, 175:8, 200:4, 202:21 <b>run</b> [4] - 121:22, 176:3, 189:14, 190:21 <b>running</b> [4] - 97:17, 151:9, 152:8, 185:20	177:8 <b>safer</b> [1] - 186:5 <b>safety</b> [2] - 177:5, 177:23 <b>salary</b> [2] - 65:19, 174:7 <b>sale</b> [16] - 10:3, 26:17, 40:9, 48:20, 62:2, 66:3, 85:4, 95:25, 126:25, 130:11, 131:8, 131:10, 132:1, 142:7, 174:22, 183:20 <b>Salt Lake</b> [2] - 135:12, 202:20 <b>Salt Lake City Utah</b> [1] - 117:14 <b>salty</b> [1] - 202:19 <b>sanded</b> [1] - 200:16 <b>sat</b> [1] - 93:11 <b>satisfied</b> [1] - 140:15 <b>satisfy</b> [2] - 38:21, 46:12 <b>save</b> [1] - 49:17 <b>savings</b> [5] - 68:5, 68:6, 68:7, 68:16, 201:23 <b>scary</b> [1] - 174:18 <b>schedule</b> [1] - 181:8 <b>scheme</b> [1] - 102:11 <b>Schmid</b> [33] - 27:24, 28:5, 39:24, 40:7, 40:25, 41:23, 42:1, 42:6, 43:19, 44:23, 45:10, 46:24, 47:2, 47:8, 47:20, 49:21, 52:6, 52:14, 54:10, 83:13, 88:3, 89:4, 89:11, 90:8, 111:6, 116:21, 118:21, 120:24, 134:10, 135:2, 154:7, 157:4, 162:15 <b>SCHMID</b> [61] - 9:10, 12:25, 26:24, 27:2, 27:12, 36:18, 36:24, 37:13, 37:17, 39:25, 40:2, 40:4, 46:21, 47:7, 47:18, 51:4, 53:10, 53:24, 58:10, 81:20, 82:2, 83:17, 84:1, 84:5, 84:10, 85:13, 85:21, 87:2, 89:16, 89:18, 89:22, 89:24, 90:6, 90:12, 90:14, 102:19, 102:22, 111:7, 111:10, 113:21, 116:22, 117:7, 118:17, 120:12, 120:15, 120:23, 134:18, 134:24,
---	---	---	--	---

## S

**sad** [4] - 190:19,  
191:25, 196:18  
**saddens** [1] - 189:22  
**saddest** [1] - 192:1  
**safe** [2] - 140:25,

<p>135:16, 141:11, 142:14, 154:8, 154:12, 161:18, 162:4, 162:7, 162:17, 167:24, 172:2, 181:25, 183:8 <b>scope</b> [1] - 43:21 <b>SCOTT</b> [4] - 187:23, 188:1, 188:4, 188:8 <b>Scott</b> [1] - 187:24 <b>scrubbed</b> [1] - 95:13 <b>second</b> [19] - 18:2, 18:21, 19:9, 19:11, 19:13, 19:20, 19:23, 20:14, 35:21, 71:4, 76:1, 76:12, 80:8, 96:12, 96:13, 97:21, 106:1, 137:22, 150:1 <b>second well</b> [8] - 17:25, 18:3, 18:6, 18:21, 18:23, 19:7, 22:21, 123:1 <b>second-to-the-last</b> [1] - 137:22 <b>secondly</b> [1] - 29:15 <b>secrecy</b> [1] - 72:1 <b>Section</b> [3] - 42:12, 44:2, 110:10 <b>section</b> [2] - 119:21, 130:6 <b>sections</b> [1] - 127:9 <b>secure</b> [2] - 69:22, 179:22 <b>security</b> [1] - 171:21 <b>see</b> [25] - 50:20, 54:18, 66:10, 93:3, 93:8, 97:25, 104:2, 105:14, 127:6, 130:5, 154:23, 156:17, 159:21, 159:22, 164:1, 166:16, 170:23, 170:24, 171:7, 171:13, 179:4, 192:1, 196:14, 197:18, 202:13 <b>seeing</b> [1] - 136:6 <b>seek</b> [7] - 47:22, 50:8, 50:17, 50:25, 84:24, 85:15, 86:4 <b>seem</b> [2] - 149:16, 179:24 <b>sell</b> [10] - 10:7, 42:13, 66:18, 84:24, 93:3, 175:2, 178:18, 178:19, 190:7, 200:2 <b>Seller</b> [2] - 42:13, 42:21 <b>seller</b> [2] - 43:1, 43:4 <b>selling</b> [6] - 24:20, 24:23, 59:4, 59:25, 72:1, 93:12</p>	<p><b>send</b> [1] - 202:20 <b>sense</b> [4] - 71:18, 86:6, 109:25, 196:11 <b>sent</b> [3] - 73:4, 76:25, 189:12 <b>sentence</b> [2] - 44:24, 46:9 <b>separate</b> [2] - 142:23, 184:16 <b>September</b> [3] - 37:6, 74:6, 118:14 <b>sequentially</b> [1] - 23:8 <b>series</b> [1] - 11:15 <b>serious</b> [1] - 177:21 <b>serve</b> [3] - 140:24, 146:23, 192:8 <b>served</b> [2] - 14:24, 15:3 <b>serves</b> [1] - 173:9 <b>service</b> [15] - 8:9, 15:16, 15:19, 44:5, 46:5, 66:20, 99:10, 140:24, 146:3, 146:23, 151:13, 155:7, 155:13, 155:24 <b>served</b> [1] - 45:22 <b>services</b> [2] - 38:20, 128:3 <b>session</b> [1] - 80:20 <b>set</b> [9] - 72:12, 93:8, 94:2, 94:18, 108:11, 140:25, 184:3, 184:20, 195:23 <b>settlement</b> [11] - 6:13, 6:14, 13:21, 33:19, 35:5, 37:1, 37:4, 118:8, 182:18, 183:4, 184:8 <b>seven</b> [4] - 30:9, 75:15, 97:13, 97:14 <b>seven-year</b> [1] - 75:15 <b>several</b> [8] - 26:8, 50:11, 55:24, 70:7, 94:24, 117:25, 196:12, 203:17 <b>sewer</b> [1] - 191:17 <b>shaky</b> [1] - 85:25 <b>shall</b> [4] - 43:24, 44:9, 44:15, 45:17 <b>shape</b> [2] - 95:10, 169:11 <b>share</b> [1] - 47:3 <b>shareholders</b> [1] - 94:25 <b>shares</b> [5] - 83:22, 140:13, 149:1, 149:6, 198:1 <b>Shauna</b> [2] - 192:13, 200:9</p>	<p><b>Shauna</b> <b>Benvegna-Springer</b> [5] - 83:11, 84:1, 116:23, 117:3, 117:11 <b>shed</b> [1] - 87:23 <b>shifting</b> [2] - 191:22, 191:23 <b>shop</b> [4] - 77:25, 132:6, 166:19, 203:16 <b>shot</b> [1] - 196:8 <b>shovel</b> [1] - 151:9 <b>show</b> [9] - 12:2, 56:14, 102:15, 119:16, 119:22, 120:9, 121:19, 121:24, 154:25 <b>showed</b> [3] - 83:2, 92:17, 92:24 <b>shower</b> [1] - 169:8 <b>shown</b> [1] - 146:6 <b>shows</b> [4] - 76:24, 127:12, 142:3, 146:6 <b>side</b> [10] - 92:6, 92:7, 182:21, 182:22, 189:17, 189:18, 203:14 <b>sided</b> [5] - 169:16, 169:17, 170:5, 171:7, 172:4 <b>sides</b> [2] - 79:4, 191:4 <b>sidetracked</b> [1] - 70:22 <b>signed</b> [4] - 26:12, 95:5, 137:21, 187:15 <b>significant</b> [3] - 149:16, 174:2, 178:2 <b>similar</b> [2] - 43:10, 43:16 <b>simple</b> [2] - 7:7, 58:15 <b>simply</b> [5] - 54:13, 104:23, 131:20, 136:16, 174:22 <b>Simply</b> [1] - 71:23 <b>sit</b> [2] - 14:8, 58:20 <b>site</b> [4] - 92:19, 92:20, 108:12, 117:25 <b>siting</b> [2] - 92:5, 96:17 <b>sits</b> [1] - 124:22 <b>sitting</b> [1] - 79:5 <b>situated</b> [1] - 49:24 <b>situation</b> [13] - 73:12, 133:17, 158:17, 159:19, 164:20, 165:20, 168:17, 168:18, 168:20, 170:23, 171:7, 171:22, 198:13 <b>situations</b> [4] -</p>	<p>169:12, 170:22, 171:18, 196:8 <b>six</b> [7] - 30:9, 56:20, 76:25, 77:5, 140:19, 200:14 <b>Sixteen</b> [1] - 42:17 <b>sky</b> [1] - 201:10 <b>slept</b> [1] - 201:17 <b>sloppy</b> [1] - 160:21 <b>small</b> [4] - 96:15, 112:24, 135:14, 165:21 <b>smaller</b> [1] - 186:10 <b>snowstorm</b> [1] - 159:3 <b>society</b> [1] - 167:12 <b>soil</b> [2] - 191:16, 191:18 <b>sold</b> [16] - 11:20, 60:16, 122:6, 122:10, 122:11, 123:14, 126:18, 130:23, 130:25, 132:7, 140:17, 142:4, 176:7, 178:1, 178:9 <b>solid</b> [1] - 196:17 <b>solve</b> [5] - 196:16, 198:15, 199:1, 199:3, 201:22 <b>solved</b> [2] - 196:20, 198:13 <b>someone</b> [11] - 24:11, 50:7, 70:1, 105:9, 105:11, 107:2, 111:16, 156:14, 180:25, 193:6, 201:7 <b>Sometime</b> [1] - 21:14 <b>Sometimes</b> [1] - 203:10 <b>sometimes</b> [3] - 56:7, 167:12, 168:7 <b>somewhere</b> [1] - 191:13 <b>Son</b> [1] - 127:15 <b>soon</b> [1] - 133:16 <b>sore</b> [1] - 195:22 <b>Sorry</b> [3] - 50:20, 113:16, 202:10 <b>sorry</b> [29] - 8:4, 8:15, 9:11, 10:17, 16:19, 26:25, 31:10, 33:7, 33:23, 36:22, 71:6, 71:8, 74:5, 75:3, 82:25, 87:15, 107:12, 111:25, 112:25, 118:10, 128:16, 134:10, 146:16, 159:11, 160:22, 161:16, 161:19, 162:5, 166:20 <b>sort</b> [2] - 55:10,</p>	<p>118:8 <b>sorts</b> [1] - 135:4 <b>sought</b> [4] - 28:7, 113:7, 113:8, 113:9 <b>sound</b> [2] - 59:12, 59:22 <b>sounds</b> [1] - 193:18 <b>source</b> [5] - 105:8, 105:10, 105:11, 105:12, 179:1 <b>South</b> [1] - 117:14 <b>south</b> [1] - 12:8 <b>space</b> [3] - 128:20, 177:1, 177:2 <b>SPEAKER FROM</b> <b>THE AUDIENCE</b> [11] - 43:12, 59:11, 59:12, 59:14, 62:8, 80:2, 80:6, 116:13, 116:16, 163:1, 193:4 <b>speakers</b> [2] - 78:7, 107:13 <b>special</b> [7] - 35:15, 81:11, 131:25, 132:9, 132:12, 135:5, 184:13 <b>specific</b> [1] - 16:13 <b>Specifically</b> [1] - 62:6 <b>specified</b> [1] - 46:12 <b>speculate</b> [1] - 198:17 <b>speculative</b> [1] - 98:21 <b>spell</b> [1] - 167:21 <b>spelled</b> [2] - 67:19, 183:23 <b>spelling</b> [1] - 167:20 <b>spending</b> [2] - 39:8, 107:5 <b>spent</b> [3] - 30:1, 169:13, 173:21 <b>split</b> [2] - 122:7, 191:25 <b>spoken</b> [2] - 58:1, 179:23 <b>spot</b> [1] - 22:21 <b>spots</b> [1] - 189:3 <b>spreadsheet</b> [1] - 36:11 <b>spring</b> [2] - 22:12 <b>Springer</b> [16] - 83:11, 83:12, 84:1, 116:23, 117:1, 117:8, 117:11, 118:21, 120:24, 134:19, 135:2, 135:17, 135:21, 135:24, 135:25, 154:12 <b>SPRINGER</b> [3] - 117:3, 154:16, 200:13 <b>springs</b> [2] - 92:9,</p>
---	---	--	--	---



<p>96:22  <b>square</b> [1] - 128:21  <b>staff</b> [1] - 115:14  <b>stagnant</b> [1] - 200:1  <b>stake</b> [1] - 176:19  <b>stamp</b> [1] - 104:19  <b>stand</b> [5] - 58:13, 80:22, 136:11, 145:20, 161:7  <b>standard</b> [3] - 56:24, 56:25, 57:10  <b>standpoint</b> [1] - 107:11  <b>start</b> [8] - 7:6, 88:21, 91:17, 95:3, 132:14, 137:1, 139:14, 176:2  <b>started</b> [9] - 95:24, 98:10, 98:11, 98:14, 100:1, 104:16, 168:17, 172:15, 200:6  <b>state</b> [36] - 11:12, 13:14, 14:20, 22:4, 22:5, 30:15, 31:3, 31:11, 31:14, 32:14, 47:17, 48:8, 49:4, 49:25, 50:4, 50:9, 50:13, 54:7, 56:5, 57:1, 57:2, 57:23, 74:1, 74:7, 74:15, 76:15, 76:25, 85:1, 85:23, 111:19, 117:9, 121:11, 121:12, 128:11, 156:10, 179:13  <b>State</b> [7] - 45:6, 77:12, 93:24, 94:4, 101:21, 195:11, 197:13  <b>State of Utah</b> [3] - 49:12, 135:7, 141:1  <b>statement</b> [12] - 7:7, 38:24, 48:23, 55:16, 74:1, 79:8, 99:13, 139:9, 145:2, 193:9, 193:21, 199:3  <b>statements</b> [11] - 78:21, 78:24, 79:6, 79:14, 79:22, 118:4, 119:2, 141:18, 150:16, 171:12  <b>states</b> [8] - 41:7, 49:13, 57:7, 65:25, 83:3, 88:2, 123:12, 153:7  <b>stating</b> [5] - 54:13, 75:19, 82:9, 143:19, 144:6  <b>stations</b> [1] - 188:21  <b>status</b> [6] - 6:11, 53:3, 54:23, 81:11, 145:18, 147:25</p>	<p><b>stay</b> [3] - 89:5, 98:24, 171:19  <b>stayed</b> [1] - 201:15  <b>staying</b> [1] - 136:5  <b>stenographer</b> [1] - 202:11  <b>step</b> [1] - 14:8  <b>steps</b> [2] - 197:20, 200:4  <b>Still</b> [1] - 53:24  <b>still</b> [24] - 7:24, 19:8, 26:2, 38:8, 49:24, 50:3, 68:15, 69:7, 80:16, 122:18, 122:21, 122:22, 123:7, 123:9, 123:15, 123:18, 145:15, 152:24, 164:11, 164:14, 170:22, 201:24  <b>stipulations</b> [1] - 138:14  <b>stockholder</b> [1] - 14:25  <b>stone</b> [1] - 184:20  <b>stop</b> [1] - 134:25  <b>stopped</b> [1] - 16:17  <b>storage</b> [2] - 16:8, 92:11  <b>storm</b> [1] - 9:13  <b>story</b> [1] - 198:23  <b>straight</b> [1] - 178:7  <b>street</b> [1] - 171:3  <b>streets</b> [1] - 191:14  <b>stress</b> [3] - 167:6, 171:4, 172:6  <b>strict</b> [1] - 173:23  <b>strictly</b> [3] - 44:4, 65:14, 136:14  <b>strike</b> [1] - 175:23  <b>strongly</b> [4] - 133:8, 133:15, 161:1, 183:2  <b>structure</b> [1] - 8:20  <b>stuck</b> [1] - 188:25  <b>Studies</b> [1] - 185:22  <b>study</b> [2] - 92:5  <b>stuff</b> [2] - 192:13, 197:16  <b>Subdivision</b> [6] - 73:23, 74:10, 74:19, 74:21, 93:7, 96:11  <b>subdivision</b> [25] - 7:14, 10:25, 12:1, 15:13, 16:1, 20:6, 20:7, 20:25, 44:18, 56:11, 57:20, 76:7, 76:11, 76:14, 77:6, 77:7, 149:10, 149:23, 157:2, 159:20, 161:9, 163:24, 176:5, 190:12, 191:24</p>	<p><b>subject</b> [6] - 23:5, 60:20, 82:25, 139:1, 139:6, 162:10  <b>Subject</b> [1] - 90:24  <b>submersible</b> [1] - 186:10  <b>submission</b> [2] - 141:10, 154:10  <b>submit</b> [5] - 9:3, 10:18, 39:11, 54:1, 79:20  <b>submitted</b> [21] - 16:16, 37:23, 39:12, 54:2, 72:14, 78:20, 79:17, 79:24, 128:1, 128:6, 137:12, 137:15, 137:17, 141:14, 141:25, 142:16, 142:21, 142:22, 143:14, 150:24, 156:4  <b>submitting</b> [1] - 80:10  <b>subsequent</b> [5] - 13:11, 27:20, 31:8, 44:17, 52:11  <b>Subsequent</b> [1] - 33:17  <b>substance</b> [1] - 60:13  <b>Substantial</b> [1] - 23:25  <b>substantial</b> [1] - 55:2  <b>substantially</b> [1] - 65:3  <b>substantiate</b> [1] - 54:2  <b>substantiated</b> [2] - 128:24, 130:2  <b>successful</b> [2] - 18:16, 18:17  <b>sudden</b> [2] - 159:25, 160:10  <b>suddenly</b> [3] - 164:22, 166:15, 166:18  <b>suffer</b> [1] - 26:17  <b>Sufficient</b> [1] - 46:9  <b>sufficient</b> [11] - 15:8, 20:23, 38:21, 39:14, 45:18, 46:2, 46:4, 46:5, 46:8, 54:23, 153:6  <b>sufficiently</b> [2] - 37:12, 39:16  <b>suggest</b> [1] - 28:18  <b>suggested</b> [1] - 191:13  <b>suggesting</b> [2] - 144:15, 144:24  <b>suggestion</b> [2] -</p>	<p>140:1, 185:17  <b>suggestions</b> [1] - 139:22  <b>sum</b> [2] - 25:5, 139:24  <b>summarize</b> [3] - 34:25, 81:25, 137:17  <b>summarizes</b> [2] - 36:15, 37:11  <b>summarizing</b> [1] - 137:18  <b>summary</b> [3] - 11:3, 36:8, 126:7  <b>summer</b> [6] - 96:1, 170:18, 188:20, 189:4, 189:22, 192:20  <b>SUMMERS</b> [5] - 80:23, 182:4, 182:7, 182:10, 182:12  <b>Summers</b> [3] - 80:23, 182:5, 182:7  <b>sunset</b> [3] - 100:6, 100:12, 102:14  <b>supercedes</b> [1] - 87:10  <b>supersedes</b> [1] - 41:12  <b>supervision</b> [1] - 7:25  <b>Supplemental</b> [1] - 46:22  <b>supplemental</b> [2] - 37:8, 126:8  <b>supplies</b> [2] - 128:4, 128:19  <b>supply</b> [7] - 7:13, 7:17, 7:18, 15:13, 22:1, 22:2, 27:21  <b>supplying</b> [1] - 72:20  <b>support</b> [3] - 37:22, 38:3, 83:5  <b>supported</b> [3] - 161:8, 194:18, 200:15  <b>supporters</b> [2] - 194:12  <b>supporting</b> [1] - 37:24  <b>supports</b> [1] - 128:22  <b>supposed</b> [3] - 164:14, 179:19, 190:23  <b>suppression</b> [2] - 170:16, 178:11  <b>surfaced</b> [1] - 30:16  <b>surrender</b> [1] - 43:8  <b>suspect</b> [1] - 36:6  <b>sustain</b> [1] - 54:11  <b>swear</b> [4] - 14:1, 91:8, 162:8, 168:7  <b>sworn</b> [47] - 13:20,</p>	<p>14:12, 14:16, 59:15, 59:16, 78:21, 83:12, 90:20, 90:22, 91:14, 91:20, 116:24, 117:1, 117:4, 138:24, 138:25, 139:7, 139:9, 139:10, 139:12, 147:16, 154:13, 162:5, 162:6, 162:7, 162:9, 162:14, 163:3, 163:5, 168:5, 168:9, 172:18, 172:20, 182:3, 182:5, 183:10, 183:14, 186:24, 187:2, 187:22, 187:24, 193:7, 196:25, 197:2, 199:14, 199:16, 199:17  <b>system</b> [32] - 15:19, 15:20, 15:25, 16:6, 24:12, 25:6, 34:11, 49:8, 59:12, 72:7, 75:8, 86:13, 97:17, 98:21, 108:22, 130:16, 151:25, 152:5, 152:9, 153:17, 153:19, 157:22, 159:1, 160:15, 161:3, 185:22, 185:23, 186:1, 186:4, 186:14, 186:16, 191:17  <b>systems</b> [1] - 93:25</p>
<b>T</b>				
<p><b>table</b> [1] - 25:24  <b>talking over one another</b> [2] - 78:7, 107:13  <b>talks</b> [5] - 44:21, 102:24, 106:5, 106:7, 108:20  <b>tank</b> [5] - 16:11, 21:17, 152:9, 186:8, 186:15  <b>tanks</b> [2] - 16:8, 92:11  <b>tape</b> [1] - 159:2  <b>tariff</b> [2] - 72:15, 72:17  <b>tastes</b> [2] - 202:18, 202:19  <b>taught</b> [1] - 203:2  <b>tax</b> [1] - 135:14  <b>tears</b> [1] - 182:13  <b>technical</b> [4] - 31:6, 86:6, 134:12, 134:20  <b>technicality</b> [1] - 184:5  <b>technology</b> [1] -</p>				

181:4 <b>temple</b> <sup>[1]</sup> - 202:10 <b>ten</b> <sup>[6]</sup> - 78:15, 78:16, 132:24, 133:22, 160:5, 160:10 <b>ten-minute</b> <sup>[1]</sup> - 78:15 <b>terms</b> <sup>[9]</sup> - 28:23, 29:14, 36:17, 37:11, 37:21, 53:8, 54:22, 135:5, 146:3 <b>terribly</b> <sup>[1]</sup> - 134:10 <b>test</b> <sup>[3]</sup> - 18:3, 95:11, 101:5 <b>tested</b> <sup>[1]</sup> - 95:16 <b>testified</b> <sup>[9]</sup> - 14:17, 59:3, 82:7, 91:21, 106:12, 117:5, 147:17, 153:16, 153:23 <b>testify</b> <sup>[6]</sup> - 12:18, 14:10, 38:9, 88:11, 100:16, 110:21 <b>testifying</b> <sup>[1]</sup> - 36:16 <b>testimony</b> <sup>[8]</sup> - 27:13, 91:9, 103:5, 111:12, 124:4, 138:23, 153:7, 162:21 <b>tests</b> <sup>[2]</sup> - 92:24, 95:17 <b>thankful</b> <sup>[2]</sup> - 203:22, 203:23 <b>Thanksgiving</b> <sup>[1]</sup> - 204:4 <b>that'll</b> <sup>[2]</sup> - 159:17, 176:3 <b>The court</b> <sup>[223]</sup> - 6:3, 6:20, 9:5, 9:7, 14:1, 14:5, 14:9, 14:13, 23:13, 27:6, 27:10, 27:24, 28:4, 29:1, 29:4, 29:7, 29:10, 32:22, 36:20, 38:10, 39:24, 40:5, 41:23, 42:1, 46:24, 54:10, 54:20, 55:1, 55:18, 55:21, 57:25, 58:3, 58:6, 58:8, 58:11, 58:22, 59:7, 59:18, 63:10, 63:15, 63:20, 64:3, 64:6, 66:10, 67:4, 67:8, 67:12, 67:14, 67:18, 67:21, 67:24, 68:1, 68:4, 68:6, 68:9, 68:13, 68:15, 68:18, 68:20, 68:23, 71:3, 71:6, 71:8, 71:13, 78:10, 78:13, 78:18, 80:4, 80:7, 81:4, 81:22, 83:13, 83:18, 84:4, 84:6, 85:6, 85:17,	86:7, 87:20, 87:24, 88:3, 88:17, 88:19, 88:23, 89:1, 89:7, 90:8, 90:13, 90:17, 90:22, 90:24, 91:1, 91:5, 91:7, 91:12, 91:17, 99:5, 100:13, 100:15, 100:19, 101:3, 101:16, 102:13, 102:25, 103:4, 103:7, 111:6, 113:23, 114:1, 115:5, 115:21, 116:11, 116:15, 116:18, 116:25, 117:2, 120:11, 120:13, 120:18, 120:20, 134:10, 134:23, 135:20, 135:23, 136:5, 137:8, 137:13, 137:19, 138:6, 138:9, 138:11, 138:16, 138:20, 138:25, 139:5, 139:8, 139:11, 139:13, 139:15, 141:7, 141:9, 141:12, 141:15, 141:17, 141:20, 142:13, 142:18, 142:20, 142:23, 143:6, 143:9, 143:12, 145:21, 147:6, 147:10, 150:2, 154:6, 154:11, 154:15, 156:19, 156:22, 162:6, 162:10, 162:13, 162:15, 162:18, 162:20, 162:23, 162:25, 163:4, 163:6, 163:9, 163:13, 163:15, 163:17, 166:3, 166:6, 167:17, 167:19, 167:20, 167:21, 167:23, 167:25, 168:3, 168:5, 168:11, 168:14, 172:17, 181:23, 182:2, 182:6, 182:8, 182:11, 183:7, 183:10, 183:13, 183:16, 183:18, 186:21, 187:1, 187:3, 187:20, 187:25, 188:3, 188:6, 193:2, 193:6, 193:10, 193:13, 193:17, 193:19, 194:24, 196:22, 196:24, 197:3, 197:5, 199:5, 199:6, 199:9, 199:13, 199:18, 199:20, 204:5 <b>The witness</b> <sup>[48]</sup> -	28:15, 33:3, 38:12, 39:21, 41:25, 42:4, 43:14, 49:20, 55:15, 55:19, 55:22, 58:1, 63:9, 63:18, 63:22, 64:1, 64:5, 67:7, 67:10, 67:13, 67:16, 67:19, 67:23, 67:25, 68:3, 68:5, 68:7, 68:10, 68:14, 68:17, 68:19, 99:12, 101:17, 102:17, 102:19, 102:21, 102:23, 103:1, 103:6, 107:15, 113:24, 115:1, 120:14, 133:3, 133:7, 142:22, 150:8, 150:12 <b>theirs</b> <sup>[1]</sup> - 202:19 <b>themselves</b> <sup>[2]</sup> - 136:11, 146:4 <b>theory</b> <sup>[1]</sup> - 86:20 <b>therefore</b> <sup>[4]</sup> - 75:13, 86:15, 129:16, 134:24 <b>thereof</b> <sup>[1]</sup> - 15:6 <b>thermos</b> <sup>[1]</sup> - 202:18 <b>they've</b> <sup>[2]</sup> - 191:8, 202:5 <b>thinking</b> <sup>[7]</sup> - 24:16, 35:12, 75:16, 76:17, 108:3, 108:6, 136:23 <b>thinks</b> <sup>[1]</sup> - 87:25 <b>third</b> <sup>[2]</sup> - 97:22, 123:2 <b>thirteen</b> <sup>[1]</sup> - 132:23 <b>Thom</b> <sup>[1]</sup> - 85:13 <b>Thompson</b> <sup>[93]</sup> - 10:6, 10:15, 10:25, 11:7, 11:12, 11:24, 12:10, 12:12, 12:17, 12:19, 13:14, 14:9, 14:12, 14:20, 27:20, 28:7, 28:10, 28:23, 29:13, 36:9, 36:15, 37:18, 38:9, 38:14, 40:3, 40:7, 41:24, 54:3, 54:14, 55:4, 55:8, 58:3, 58:19, 59:3, 63:12, 63:15, 64:7, 67:6, 79:8, 79:10, 80:14, 80:17, 81:18, 82:7, 83:23, 84:9, 84:11, 84:17, 84:21, 85:12, 85:14, 86:10, 88:24, 89:13, 90:5, 99:9, 100:24, 103:18, 107:23, 108:10, 109:10, 120:25, 121:14, 121:17, 122:4, 122:17, 125:8, 125:20, 126:6, 126:21, 126:22,	127:15, 127:16, 128:1, 129:12, 130:15, 132:5, 145:15, 145:20, 147:4, 154:18, 176:1, 176:14, 179:15, 183:14, 183:15, 186:22, 188:18, 189:6, 189:12, 192:2, 199:17 <b>THOMPSON</b> <sup>[16]</sup> - 14:11, 93:16, 97:13, 100:12, 133:2, 133:6, 147:12, 183:12, 183:15, 183:17, 183:19, 199:12, 199:15, 199:19, 199:21, 200:14 <b>Thompson's</b> <sup>[10]</sup> - 12:5, 83:23, 94:9, 112:1, 112:17, 125:3, 155:22, 161:22, 181:19, 192:11 <b>thoughts</b> <sup>[1]</sup> - 114:19 <b>thousand</b> <sup>[3]</sup> - 98:16, 132:23, 132:24 <b>threat</b> <sup>[1]</sup> - 132:13 <b>threatened</b> <sup>[1]</sup> - 164:23 <b>threats</b> <sup>[1]</sup> - 171:16 <b>Three</b> <sup>[4]</sup> - 43:20, 44:8, 45:14, 145:8 <b>three</b> <sup>[11]</sup> - 44:8, 67:16, 74:23, 74:24, 75:7, 75:8, 94:12, 95:19, 145:9, 155:18, 192:20 <b>throughout</b> <sup>[3]</sup> - 128:10, 156:9, 156:12 <b>tied</b> <sup>[1]</sup> - 104:3 <b>timeline</b> <sup>[1]</sup> - 141:25 <b>timely</b> <sup>[1]</sup> - 86:19 <b>tithing</b> <sup>[1]</sup> - 203:25 <b>title</b> <sup>[1]</sup> - 9:3 <b>today</b> <sup>[19]</sup> - 9:16, 37:9, 37:25, 79:1, 79:12, 119:24, 138:3, 138:8, 139:21, 139:25, 142:1, 142:19, 157:3, 157:12, 157:17, 167:12, 178:6, 203:12, 203:13 <b>today's</b> <sup>[1]</sup> - 165:4 <b>Todd Summers</b> <sup>[1]</sup> - 79:8 <b>together</b> <sup>[12]</sup> - 7:12, 25:3, 41:9, 76:3, 87:7, 171:19, 171:20, 185:3, 195:2, 196:16, 198:7, 199:3	<b>toilet</b> <sup>[1]</sup> - 169:9 <b>tonight</b> <sup>[12]</sup> - 8:21, 11:3, 17:11, 121:21, 124:5, 124:24, 134:17, 136:8, 194:20, 197:9, 197:10, 204:8 <b>tons</b> <sup>[1]</sup> - 188:15 <b>took</b> <sup>[7]</sup> - 8:19, 9:14, 31:2, 94:12, 129:21, 165:22, 176:1 <b>tool</b> <sup>[2]</sup> - 86:10, 86:23 <b>top</b> <sup>[2]</sup> - 25:22, 127:7 <b>topic</b> <sup>[1]</sup> - 104:4 <b>total</b> <sup>[9]</sup> - 44:13, 70:8, 74:16, 124:20, 125:6, 125:11, 125:23, 126:3, 126:4 <b>totally</b> <sup>[4]</sup> - 105:19, 157:7, 174:6, 192:2 <b>towards</b> <sup>[2]</sup> - 75:4, 148:14 <b>town</b> <sup>[1]</sup> - 202:12 <b>track</b> <sup>[4]</sup> - 24:2, 39:6, 39:10, 152:11 <b>traded</b> <sup>[1]</sup> - 200:17 <b>transacted</b> <sup>[1]</sup> - 120:2 <b>transaction</b> <sup>[8]</sup> - 9:22, 10:5, 12:21, 12:22, 13:17, 13:22, 21:11, 127:14 <b>transactions</b> <sup>[5]</sup> - 120:4, 124:9, 127:18, 127:22 <b>transcript</b> <sup>[1]</sup> - 136:20 <b>transfer</b> <sup>[2]</sup> - 42:14, 96:21 <b>transferred</b> <sup>[4]</sup> - 122:6, 122:7, 122:16, 149:14 <b>transferring</b> <sup>[1]</sup> - 12:4 <b>transform</b> <sup>[1]</sup> - 97:5 <b>transformer</b> <sup>[1]</sup> - 108:20 <b>transparency</b> <sup>[2]</sup> - 177:21, 178:12 <b>transport</b> <sup>[1]</sup> - 49:6 <b>treated</b> <sup>[1]</sup> - 68:14 <b>trees</b> <sup>[3]</sup> - 188:15, 189:23, 189:24 <b>Tremonton</b> <sup>[80]</sup> - 10:3, 11:20, 12:12, 21:12, 23:15, 23:16, 24:6, 24:19, 25:4, 26:15, 28:7, 28:8, 28:10, 29:5, 30:12, 31:24, 32:13, 48:1,
---	---	---	---	---



101:21, 102:11, 106:13, 106:18, 108:16, 109:24, 111:15, 111:20, 112:7, 112:8, 112:20, 113:6, 113:12, 114:18, 115:10, 116:13, 122:23, 128:11, 130:11, 133:20, 133:21, 134:6, 134:9, 140:13, 140:24, 140:25, 145:23, 149:1, 149:6, 150:5, 151:25, 152:7, 152:10, 156:9, 156:24, 157:16, 157:20, 157:22, 158:7, 158:13, 159:1, 159:3, 159:4, 159:10, 160:2, 160:9, 160:15, 161:3, 161:9, 161:11, 161:15, 164:12, 164:13, 164:15, 164:23, 169:5, 169:8, 169:12, 169:14, 169:18, 169:19, 169:21, 170:3, 170:19, 171:5, 171:6, 174:15, 175:9, 175:15, 175:19, 176:9, 176:20, 177:6, 177:7, 177:9, 177:22, 178:3, 178:10, 179:12, 180:6, 183:20, 185:9, 185:10, 185:22, 185:23, 186:4, 186:5, 186:8, 186:15, 187:13, 188:10, 188:19, 188:20, 188:21, 189:1, 189:4, 189:21, 189:22, 190:4, 191:9, 191:11, 191:15, 192:18, 194:21, 195:5, 195:25, 197:21, 197:25, 199:23, 200:3, 200:24, 201:1, 202:18, 203:8 <b>water companies</b> [2] - 93:21, 94:18 <b>water company</b> [58] - 14:23, 14:25, 15:1, 15:23, 16:2, 16:3, 24:17, 29:19, 29:21, 32:10, 35:8, 40:9, 43:22, 43:24, 44:3, 44:9, 45:17, 45:21, 45:23, 45:25, 55:23, 62:14, 62:15, 62:20, 65:2, 69:24, 70:2, 72:6, 74:17, 74:22,	93:19, 94:15, 94:20, 94:24, 95:1, 96:11, 96:15, 97:16, 98:2, 98:6, 98:12, 98:16, 118:10, 129:12, 143:15, 145:25, 148:1, 149:8, 149:13, 153:3, 155:8, 155:13, 155:15, 160:11, 172:23, 176:2, 177:12, 182:15 <b>water master</b> [9] - 15:4, 65:21, 128:10, 129:25, 153:6, 156:7, 156:11, 185:10, 189:7 <b>Water right</b> [49] - 17:1, 17:13, 17:16, 19:20, 19:21, 19:23, 27:14, 30:13, 48:18, 53:16, 53:19, 53:20, 53:22, 54:3, 54:8, 56:3, 56:6, 56:19, 56:23, 57:13, 57:15, 57:19, 66:24, 75:21, 75:22, 76:8, 76:9, 76:12, 84:9, 84:11, 86:12, 89:13, 101:18, 107:21, 108:25, 109:3, 109:12, 111:17, 111:24, 112:1, 112:10, 122:4, 122:6, 122:15, 122:24, 123:7, 123:10, 149:15, 149:21 <b>water rights</b> [131] - 10:15, 10:23, 10:24, 12:20, 13:2, 13:15, 16:12, 16:13, 16:14, 19:22, 22:22, 24:21, 24:23, 25:9, 26:13, 26:14, 27:22, 28:25, 30:18, 30:24, 32:14, 40:11, 43:2, 44:24, 45:7, 45:18, 46:2, 46:4, 46:8, 46:9, 46:15, 48:16, 49:12, 49:22, 49:23, 50:2, 50:5, 50:7, 53:3, 54:22, 54:24, 55:22, 55:23, 56:11, 56:16, 59:4, 60:1, 60:10, 60:16, 60:20, 61:8, 64:15, 65:15, 66:18, 68:11, 73:7, 75:24, 77:18, 78:1, 84:17, 84:23, 85:4, 86:5, 89:20, 90:4, 94:7, 96:6, 96:8, 96:9, 96:10, 96:16, 96:20, 96:21, 96:24, 97:3, 97:5, 97:16, 97:18,	99:8, 103:23, 104:2, 104:22, 104:24, 105:5, 105:6, 107:4, 109:8, 109:9, 109:15, 109:22, 110:14, 110:19, 110:20, 111:13, 112:6, 112:15, 113:3, 113:10, 114:5, 114:23, 121:2, 121:5, 121:11, 121:13, 121:15, 121:16, 121:19, 121:22, 121:23, 122:1, 122:2, 122:5, 122:9, 122:16, 123:5, 123:16, 123:19, 123:20, 123:24, 123:25, 124:1, 146:4, 149:14, 158:23, 159:12, 177:15, 184:2, 197:11, 202:2 <b>water users</b> [2] - 70:15, 157:15 <b>water well</b> [20] - 10:7, 27:7, 40:18, 41:2, 42:11, 42:17, 42:18, 42:20, 42:21, 83:24, 84:13, 84:16, 84:22, 85:18, 86:9, 86:18, 87:5, 102:15, 122:11, 122:14 <b>watered</b> [1] - 189:3 <b>ways</b> [5] - 99:20, 105:4, 106:14, 106:17 <b>WebBank</b> [1] - 83:8 <b>week</b> [1] - 71:11 <b>weekend</b> [3] - 178:3, 178:4, 204:11 <b>Weese</b> [9] - 93:2, 93:7, 99:13, 99:19, 99:21, 103:22, 108:2, 115:9, 115:10 <b>welcome</b> [1] - 137:8 <b>welding</b> [1] - 124:18 <b>well-beiver</b> [1] - 177:22 <b>well-siting</b> [1] - 92:5 <b>wells</b> [6] - 11:19, 17:10, 17:22, 95:19, 175:18, 177:13 <b>west</b> [2] - 12:9, 92:6 <b>Westminster</b> <b>College</b> [1] - 135:11 <b>wherein</b> [1] - 13:14 <b>Whichever</b> [1] - 84:5 <b>whichever</b> [1] - 14:6 <b>Whites</b> [1] - 154:21 <b>whiz</b> [2] - 180:20, 180:25 <b>who've</b> [1] - 179:10	<b>whole</b> [17] - 26:16, 34:22, 34:23, 91:24, 96:4, 96:17, 115:1, 115:19, 137:16, 181:7, 181:13, 184:6, 197:21, 198:22, 199:22, 202:13, 202:22 <b>wife</b> [5] - 127:16, 148:23, 172:15, 188:18 <b>wild</b> [1] - 157:19 <b>wildfire</b> [1] - 178:2 <b>wildfires</b> [1] - 177:4 <b>willing</b> [10] - 88:9, 88:11, 91:7, 91:8, 93:3, 94:17, 100:23, 107:3, 143:20, 179:8 <b>willingly</b> [1] - 84:21 <b>win</b> [3] - 164:20, 182:20 <b>win-loss</b> [1] - 182:20 <b>win-win</b> [1] - 164:20 <b>winter</b> [1] - 96:2 <b>wiped</b> [1] - 59:13 <b>wise</b> [1] - 25:19 <b>wisely</b> [1] - 161:4 <b>WISER</b> [40] - 58:20, 58:24, 59:2, 59:9, 59:16, 62:5, 62:9, 62:11, 62:14, 62:16, 62:20, 63:7, 63:14, 113:25, 114:3, 114:25, 137:7, 137:9, 137:14, 137:20, 138:8, 138:10, 138:12, 138:24, 139:2, 139:7, 139:10, 139:14, 139:16, 141:8, 141:18, 141:21, 143:2, 143:8, 143:18, 146:22, 147:2, 149:25, 150:3, 150:10 <b>Wiser</b> [14] - 59:21, 59:22, 59:24, 62:21, 63:10, 64:7, 114:1, 138:16, 138:21, 139:12, 141:7, 141:17, 142:23, 143:6 <b>Wiser's</b> [1] - 141:10 <b>wish</b> [15] - 54:11, 58:14, 78:14, 80:17, 80:18, 81:18, 83:17, 162:4, 162:7, 162:15, 168:5, 180:20, 182:3, 183:10, 187:22 <b>wished</b> [1] - 70:13 <b>withdraw</b> [1] - 101:8 <b>witness</b> [14] - 13:19, 14:1, 14:16, 17:7,	53:11, 83:12, 83:15, 90:9, 90:21, 90:22, 91:20, 116:23, 117:4, 147:16 <b>witnessed</b> [3] - 171:4, 171:5, 188:10 <b>wonder</b> [1] - 186:14 <b>wonderful</b> [7] - 158:25, 164:7, 180:19, 192:13, 193:22, 199:25, 200:19 <b>wondering</b> [4] - 86:17, 134:13, 146:10, 146:15 <b>Woodward's</b> [2] - 93:10, 93:11 <b>word</b> [13] - 43:8, 43:15, 43:16, 72:18, 74:18, 85:10, 157:5, 157:6, 157:10, 160:19, 161:25, 177:17, 184:10 <b>worded</b> [1] - 172:11 <b>wording</b> [1] - 75:3 <b>words</b> [13] - 12:11, 35:24, 43:9, 43:10, 43:13, 43:16, 54:18, 62:25, 65:13, 105:20, 109:1, 110:12, 146:17 <b>Words</b> [1] - 180:7 <b>works</b> [2] - 122:1, 151:25 <b>worried</b> [4] - 71:1, 71:15, 189:20, 192:17 <b>worry</b> [5] - 72:13, 171:6, 172:5, 176:8, 191:6 <b>worse</b> [1] - 182:12 <b>worth</b> [6] - 64:24, 65:10, 153:13, 185:13, 198:19, 203:9 <b>wrap</b> [1] - 134:15 <b>write</b> [3] - 34:4, 173:25, 174:1 <b>writing</b> [1] - 82:21 <b>written</b> [3] - 41:17, 64:1, 64:2 <b>written-down</b> [1] - 64:2  <b>Y</b>  <b>yard</b> [7] - 188:14, 188:15, 189:3, 189:21, 189:23, 190:9 <b>yard's</b> [1] - 190:8 <b>yards</b> [5] - 74:9, 75:11, 169:19, 190:5, 192:19 <b>Yards</b> [1] - 190:5
---	--	---	--	--

<p><b>year</b> <sup>[20]</sup> - 21:15, 21:18, 24:4, 39:2, 56:8, 57:12, 72:15, 74:8, 75:10, 75:15, 98:5, 98:10, 98:12, 98:19, 98:25, 99:2, 116:6, 118:25, 186:7, 202:9</p> <p><b>years</b> <sup>[50]</sup> - 15:6, 15:22, 23:12, 24:10, 39:1, 39:3, 39:6, 55:25, 56:2, 56:3, 56:5, 56:22, 65:19, 66:19, 73:10, 74:23, 74:24, 75:7, 75:8, 77:15, 131:15, 135:8, 135:15, 154:3, 157:17, 159:24, 159:25, 160:5, 160:7, 160:10, 164:2, 165:2, 169:13, 174:7, 175:20, 175:22, 179:17, 187:12, 188:5, 188:8, 191:2, 194:6, 194:7, 196:12, 196:19, 197:19, 200:18, 201:9, 201:16</p> <p><b>your Honor</b> <sup>[6]</sup> - 6:18, 14:14, 36:22, 51:13, 55:17, 111:4</p> <p><b>yourself</b> <sup>[6]</sup> - 21:11, 29:13, 34:16, 58:16, 59:8, 156:25</p> <p><b>yucky</b> <sup>[1]</sup> - 202:19</p> <p><b>Yukon</b> <sup>[1]</sup> - 94:22</p>
<p><b>Z</b></p>
<p><b>zero</b> <sup>[1]</sup> - 76:21</p>