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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

Arizona Corporation Commission

DOCKETED

MAY 21 2007

MIKE GLEASON - Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
KRISTIN K. MAYES
GARY PIERCE

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IN THE MATTER OF THE APPLICATION OF
DESERT HILLS WATER COMPANY FOR
APPROVAL OF TRANSFER OF ITS UTILITY
ASSETS TO THE TOWN OF CAVE CREEK,
PURSUANT TO A.R.S. §40-285 AND FOR
CANCELLATION OF ITS CC&N

DOCKET NO. W-02124A-06-0717

DECISION NO. 69575

OPINION AND ORDER

DATE OF HEARING: December 21, 2006 (Procedural Conference); February 27, 2007

PLACE OF HEARING: Phoenix, Arizona

ADMINISTRATIVE LAW JUDGE: Lyn Farmer

APPEARANCES: Mr. Jay Shapiro, FENNEMORE CRAIG, and Mr. Marvin S. Cohen, SACKS TIERNEY, P.A., on behalf of Desert Hills Water Company;

Mr. Ryan Hurley, ROSE LAW GROUP, INC., on behalf of Renaissance Partners, L.L.C.;

Mr. Gary D. Hays, THE HENDERSON LAW FIRM, on behalf of Abbryon Desert Hills, L.L.C.; and

Ms. Maureen Scott, Senior Staff Attorney, and Ms. Robin R. Mitchell, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

BY THE COMMISSION:

On November 8, 2006, Desert Hills Water Company ("DHWC") filed with the Arizona Corporation Commission ("Commission") an application to transfer its utility assets to the Town of Cave Creek, Arizona ("Town"), pursuant to A.R.S. § 40-285 and for cancellation of its Certificate of Convenience and Necessity ("CC&N").

On December 5, 2006, Renaissance Partners, LLC ("Renaissance") filed a Motion to Intervene.

1 On December 6, 2006, the Commission's Utilities Division Staff ("Staff") filed its Notice of
2 Sufficiency.

3 On December 13, 2006, a Procedural Order was issued which set a procedural conference in
4 this matter commencing December 21, 2006.

5 On December 15, 2006, DHWC filed Supplemental Exhibits including Resolutions of the
6 Town, the Shareholders of Desert Hills, and the Board of Directors of Desert Hills authorizing,
7 ratifying and approving and affirming the execution of the Asset Transfer Agreement between
8 DHWC and the Town.

9 On December 27, 2006, by Procedural Order, this matter was scheduled for hearing
10 commencing February 27, 2007, and Renaissance's intervention was granted.

11 On January 5, 2007, DHWC filed the direct testimony of Usama Abujbarah.

12 On January 26, 2007, Abbryon Desert Hills, LLC ("Abbryon") filed a Request to Intervene.

13 On January 22, 2007, DHWC filed its affidavit of publication and proof of mailing notice.

14 On January 31, 2007, Renaissance filed a letter in support of the transfer application.

15 On February 1, 2007, Staff filed its Staff Report. In its report, Staff recommended approval
16 of the cancellation of DHWC's CC&N and transfer of assets to the Town.

17 On February 9, 2007, DHWC filed a Notice of Errata re Certification of Publication,
18 indicating that the original notice published in *The Gila Bend Sun* on January 11, 2007, was not a
19 newspaper of general publication in DHWC's service area, and certifying that the notice had been
20 republished in *The Arizona Republic* on February 5, 2007.

21 On February 14, 2007, DHWC filed testimony of Usama Abujbarah in response to the Staff
22 Report.

23 On February 22, 2007, DHWC's counsel filed a Request for Substitution of Counsel
24 ("Request") due to a conflict of interest. By Procedural Order dated February 22, 2007, DHWC's
25 Motion and Requests were granted, and the deadline for intervention was extended to the
26 commencement of the hearing.

27 On February 27, 2007, a full public hearing convened before an Administrative Law Judge of
28 the Commission and several public comments were made by customers of the Company.

1 On March 14, 2007, the Company filed late-filed exhibits A-11 (Cave Creek Water Co. CAP
2 Subcontract for 1,600 acre-feet, Amendment No. 1 to CAP Subcontract increasing to 1,800 acre-feet
3 and Ticknor letter and form of new Cave Creek Water Co. CAP Subcontract increasing to 2,606 acre-
4 feet); A-12 (Joint Letter to Ticknor at CAWCD re transfer of CAP subcontracts and entitlements to
5 Town, and Morrill letter to Ticknor); A-13 (Dec. 8, 2006 e-mail from Aimee Upton at MCESD re
6 compliance); A-14 (Upton March 12, 2006 letter to Manager Abujbarah re time extension); A-15
7 (Whitney Burk affidavit re mailing of notices); and A-16 (Final draft Arizona-American Water
8 Supply Agreement). Upon review of Exhibit A-15, Exhibits A-5 and A-6 are admitted.

9 On March 14, 2007, the Company filed late-filed Exhibits A-9 (Stipulated Final Judgment in
10 Condemnation) and A-10 (Stipulated Order for Immediate Possession), both dated March 7, 2007.

11 On March 19, 2007, closing briefs were filed by Staff and the Company.

12 On March 30, 2007, the Company filed late-filed Exhibits A-17 (Executed water supply
13 agreement between Arizona-American Water Co. and Desert Hills Water Co., Inc. and Town of Cave
14 Creek dated March 29, 2007) and A-18 (CH2MHill Draft Town of Cave Creek Water Master Plan,
15 March 2007).

16 No objections were received to the late-filed exhibits and they are admitted.

17 On March 28, 2007, DHWC and the Town of Cave Creek filed a notice that they had revised
18 the closing date to a date no later than May 15, 2007.

19 * * * * *

20 Having considered the entire record herein and being fully advised in the premises, the
21 Commission finds, concludes, and orders that:

22 **FINDINGS OF FACT**

23 1. DHWC is a public service corporation providing water service to approximately 1,600
24 customers in Maricopa County pursuant to a CC&N issued in Decision No. 41279 (April 5, 1971).

25 2. On June 6, 2006, Staff filed a Complaint and Petition for Order to Show Cause
26 (“OSC”) against DHWC stating that DHWC violated numerous provisions of Arizona law,
27 Commission Rules and provisions of the Arizona Revised Statutes. On June 19, 2006, the
28 Commission issued an OSC in Decision No. 68780. On August 21, 2006, the hearing was held

1 before a duly authorized Administrative Law Judge at the Commission's offices in Phoenix, Arizona,
2 and upon the conclusion of the hearing, a Recommended Opinion and Order was prepared and issued
3 by the Administrative Law Judge.

4 3. The Town is a municipality duly organized under the laws of the state of Arizona
5 pursuant to A.R.S. §§ 9-101 and 9-231, and incorporated in 1986. According to the application, at an
6 election held pursuant to A.R.S. § 9-514 on September 10, 2002, the citizens of the Town authorized
7 the Town to engage in the water utility business both inside and outside the Town limits.

8 4. On May 17, 2005, the Town held a special election which ultimately authorized up to
9 \$50,000,000 of water and sewer bonds or loans from the Water Infrastructure Finance Authority of
10 Arizona ("WIFA") to provide funds to expand, extend and enlarge the Town's sewer system and
11 acquire, expand, extend and enlarge a water system.

12 5. On September 12, 2006, the Town bought the shares of DHWC¹ and contracted with
13 American Water O&M, a subsidiary of American Water, to operate the water system.²

14 6. On November 7, 2006, the Town and DHWC entered into an Asset Transfer
15 Agreement ("Transfer Agreement") for the transfer of the Company's assets to the Town.³
16 According to the application, the Transfer Agreement includes provisions that: 1) protect the rights to
17 customer deposits; 2) continue refunds obligations set forth in all outstanding extension agreements;
18 3) freeze current rates for water service for a period of one year from the date of closing; 4) require
19 the Town to continue efforts to bring the water distribution system into compliance with all
20 government regulations; 5) require the Town to address long-term water supply needs; 6) require the
21 Town to provide a credit of the monthly minimum charge for the period of June through September,
22 2006, to approximately 189 customers located within a one square mile area who experienced service
23 interruptions during this time; 7) provide customers access to information concerning water service
24 on the Town's website; and 8) require the Town to honor all current third party contracts and
25 settlement agreements, including the settlement agreement with Renaissance to extend service to

26 _____
27 ¹ The Staff Report states that the Town purchased the stock of Desert Hills for \$2.5 million.

28 ² Exhibit A-7, Professional Operations and Maintenance Agreement.

³ The Transfer Agreement was signed by Usama Abujbarah, President of DHWC ("Transferor") and Usama Abujbarah, Town Manager ("Town").

1 property Renaissance is developing.⁴

2 7. On November 8, 2006, DHWC (under the Town's ownership) filed an application for
3 approval to transfer the assets from DHWC to the Town and to cancel the CC&N.

4 8. On December 4, 2006, the Town authorized Mr. Abujbarah, the President of DHWC
5 and the Town Manager, to transfer all of the assets of DHWC to the Town.⁵ Section 2 of the Town's
6 December 2, 2006 Resolutions give the Town the right to terminate the Transfer Agreement "in the
7 event that the Town, in its sole discretion, determines that unacceptable conditions might be or have
8 been imposed on the transfer by any regulatory agency."

9 9. At the time of the hearing, the Town was negotiating settlement of the condemnation
10 action it had filed to acquire the water utility assets of the Cave Creek Water Co. ("CCWC") and
11 Pacer Equities, who provided water service to residents of the Town and to residents in a portion of
12 the Town of Carefree. Subsequent to the hearing, the settlement was approved by the Town's
13 Council on March 5, 2007, the settlement agreement and bargain sale agreement were signed by the
14 parties on March 6, 2007, and on March 7, 2007, the judge signed the stipulated order for immediate
15 possession and a stipulated final judgment in condemnation.⁶ The Town took possession of CCWC
16 water system on March 7, 2007 and American Water O&M has been operating the system for the
17 Town. According to the settlement, the Town has assumed responsibility for Sabrosa Water
18 Company under an agreement regarding the interim management or operation of Sabrosa Water
19 Company. Mr. Abujbarah testified at the hearing that the Town would operate the Sabrosa system
20 either through American Water O&M, or through Town staff. Tr. at 128.

21 10. In its Staff Report, Staff stated that the Desert Hills water system includes three wells
22 having a combined production rate of 640 gallons per minute, five storage tanks having a combined
23 capacity of 1.01 million gallons, and a distribution system serving approximately 1,630 customers.
24 The wells do not produce enough water to serve existing customers, and DHWC has interconnected
25 with the Anthem District system of Arizona-American Water Company ("Arizona-American") and
26 also has an emergency interconnection with the CCWC system. The Town has applied to WIFA for

27 ⁴ Related to a formal complaint against DHWC filed by Renaissance in Docket No. W-02124A-06-0286.

28 ⁵ Exhibit A-2, Resolution No. SHDH2006-02; Resolution No. DH2006-02.

⁶ See the Company's filed late-filed Exhibits A-9 and A-10.

1 a \$4 million financing to pay for capital improvements to both the Desert Hills⁷ and Cave Creek
2 water systems, and WIFA will not approve the financing until DHWC's assets are transferred to the
3 Town as requested by this application.

4 11. DHWC initially thought that the connection with the Cave Creek system would
5 resolve the summer water supply issue for the Desert Hills system, but at the hearing, the Company's
6 witness testified that the temporary connection with Anthem system would need to remain in place
7 during the summer of 2007. Upon evaluation of the Cave Creek system, DHWC determined that it
8 was "stressed" and will require immediate capital improvements for storage capacity and treatment
9 capacity and that, because of that, it cannot rely on the Cave Creek system to provide the water
10 supplies needed for Desert Hills Water Company this summer. Tr. at 55.

11 12. The Town submitted correspondence between it and Maricopa County Environmental
12 Services ("MCES") related to the Anthem connection.⁸ MCES's March 12, 2007 letter to the Town
13 indicates that based upon the fact that DHWC now intends to make the Anthem connection
14 permanent and that the original deadline of April 1, 2007 to begin the plan approval process to make
15 the Anthem connection permanent is unreachable, MCES was willing to give one additional month to
16 prepare the plans and specifications for submission.⁹ The letter stated that "in order to maintain the
17 system in compliance, Desert Hills Water Company will need to begin the plan approval process by
18 Friday, May 4, 2007."

19 13. At the time of the hearing, DHWC did not have an agreement in writing with Arizona-
20 American, but its witnesses testified that they were in the final stages of negotiating an agreement.
21 Subsequently, DHWC filed as Exhibit A-17, the March 29, 2007 Executed Water Supply Agreement.

22 14. The Water Supply Agreement covers the terms and conditions under which the Town
23 of Cave Creek will construct a new permanent interconnection between the parties, and Arizona-
24 American will deliver potable water to the Town through the interim connection and the permanent
25 interconnection until the Town acquires its own long-term or short-term raw water supplies. Once

26 ⁷ Mr. McLean testified that the Desert Hills systems needs storage and pipeline interconnections. Tr. at 173-74.

27 ⁸ Exhibit A-8 (February 23, 2007 letter from the Town Manager to Aimee Upton, Enforcement Manager, MCES) and
Exhibit A-14 (March 12, 2007 letter from Aimee Upton to Town Manager).

28 ⁹ On November 27, 2006, the Town and MCES signed a Stipulated Settlement Agreement resolving a notice of violation
that had been issued by MCES to the previous owners of DHWC.

1 the Town acquires the supply, the Water Supply Agreement covers the terms and conditions under
 2 which Arizona-American will provide transportation of the Town's raw water, provide treatment at
 3 the Anthem Water Treatment Plant, and provide wheeling of the treated water for delivery to the
 4 Town at the permanent connection. The Water Supply Agreement became effective as of April 1,
 5 2007 and continues in effect until March 31, 2017.¹⁰ It specifically provides that:

- 6 • Arizona-American has the capacity to provide Cave Creek¹¹ up to 2 mgd of uninterrupted
 7 water supply (Recital D);
- 8 • Cave Creek intends to secure sufficient permanent, long-term water supplies to provide for
 9 the present and expected needs of customers in the Cave Creek Service Area (Recital K);
- 10 • Arizona-American is willing to provide treatment services for Cave Creek's long-term water
 11 supplies and wheel the treated water through its Anthem Water District so that Cave Creek
 12 can receive its permanent water supplies, provided that the treatment and wheeling services
 13 are priced to recover Arizona-American's full cost of providing these services, without any
 14 subsidy from Arizona-American's retail customers in its Anthem Water District, and without
 15 affecting service to these customers (Recital L);
- 16 • Until Cave Creek is able to secure its long-term water supplies, Arizona-American is willing –
 17 subject to the needs of its customers and any restrictions imposed by law, regulation, tariff,
 18 government agency, or other water-supply agreement – to deliver and sell potable water to
 19 Cave Creek at the rates and under the terms set forth in this Agreement (Recital M);
- 20 • Potable water sales, and treatment and wheeling of Cave Creek's water supplies, should be
 21 priced to recover Arizona-American's full cost-of-service, without any subsidy from Arizona-
 22 American's retail customers in its Anthem Water District (Recital N); and
- 23 • Arizona-American and Cave Creek desire a permanent interconnection between the two water
 24 systems to enable mutual aid to be provided to either system in the event of a future water
 25 supply shortfall (Recital O).

26 15. With the acquisition of the Cave Creek system, the Town was also transferred the
 27

28 ¹⁰ Automatic renewals unless timely notice not to renew.

¹¹ The Town of Cave Creek.

1 Central Arizona Project ("CAP") subcontract and entitlements. The current amount is 1,800 acre-feet
2 of CAP water available, with 2,600 acre-feet available potentially in the near future.¹²

3 16. Troy Day, Production Director for American Water O&M's western region, testified
4 on behalf of DHWC. He testified that American Water O&M took over management of the Desert
5 Hills system on September 18, 2006 and since that time it has completed the Cloud Road booster
6 station, rehabilitated two wells, converted valving in two booster stations to maintain pressure while
7 refilling the tanks, and has also made minor repairs. Tr. at 135-36.

8 17. Tom McLean, Vice President with the water group at the engineering firm CH2M Hill
9 testified that the Town contracted with CH2M Hill to prepare a master water plan for the Town's
10 water systems. He also testified that there is adequate water supply for DHWC for the upcoming
11 summer. Tr. p. 191. Subsequent to the hearing, DHWC filed late-filed Exhibit A-18, CH2M Hill's
12 Draft Town of Cave Creek Master Plan, submitted to the Town in March, 2007. According to the
13 Draft Plan, the objective is to:

14 provide the Town with a comprehensive vision and master plan for
15 accommodating the long-term water supply needs of the community. This
16 master plan will take into consideration reasonable approaches for
17 identifying, quantifying, and securing short- and long-term water resources
18 to meet the projected requirements of the Town. It will also evaluate
19 strategic and efficient options for developing the needed infrastructure
20 consisting of pipelines, pumping facilities, and storage facilities to deliver
21 water supply to the community considering the physical system
22 characteristics of both the CCWC and the DHWC. Draft Plan p. 1-1.

23 18. DHWC is located in the Phoenix Active Management Area, and the Arizona
24 Department of Water Resources has indicated that the Company is in compliance with its reporting
25 requirements.

26 19. Arsenic levels in one of DHWC's wells exceed the arsenic maximum contaminant
27 level, and the operator, American Water O&M, is blending water from that well with the Anthem
28 supply to mitigate the arsenic impact and deliver water that is below the maximum level allowed by
the U.S. Environmental Protection Agency.

¹² See Exhibit A-11, March 13, 2007 letter from CAP regarding the amended CAP M&I subcontract for Cave Creek Water Company which is being processed through the Bureau of Reclamation for signature.

1 20. The Town has been providing sewer services to businesses and residents since 1999.
 2 The Town provides the billing and collection services for the sewer operations, and an affiliate of
 3 Arizona-American operates the sewer system. According to the Staff Report, the sewer rates have
 4 never been increased.

5 21. The Town will establish a Citizens' Water Advisory Committee to review plans,
 6 policies, the master plan, the capital program, and rates and fees and advise with the Town Engineer,
 7 the Manager, and the Council. During the hearing, the Town Manager, Mr. Abujbarah, testified that
 8 "this advisory group will be in control of all recommendations to the council about the water policies
 9 and [of all] recommendations of capital improvements needed for the water system in the future." Tr.
 10 at 40-41. The group will include four members from the Desert Hills area, five from Cave Creek, and
 11 one from the Carefree area and their meetings will be open to the public.¹³ The Town intends to
 12 model its board after the City of Tucson's Citizens Water Advisory Committee.

13 22. The Town has also committed to providing notice and holding a public hearing in
 14 Desert Hills if a rate change is contemplated.¹⁴ The Town does not have plans to increase the rates in
 15 the Desert Hills service area and has committed to freeze current rates for water service for a period
 16 of one year from the date of closing. The Town agrees with Staff that Arizona law requires a
 17 municipality to charge reasonable rates for utility service it provides to non-residents.¹⁵ In 1992, the
 18 Arizona Legislature enacted A.R.S. § 9-511.01¹⁶ which states that any proposed water rate, fee or
 19 charge must be reasonable and it establishes procedures that municipalities must follow to increase
 20 water rates. Further, A.R.S. § 9-516 prohibits a city from discontinuing water service to non-
 21 residents.

22 23. The Stock Purchase Agreement is final¹⁷ and is not dependent upon approval of the
 23 Commission.

24 24. Attorney General Opinion Number 62-7 addressed the Commission's jurisdiction over
 25

26 ¹³ Tr. p. 85.

27 ¹⁴ Customers of the current DHWC are allowed to speak at the Town Council meetings; there is no residency requirement
 in order to be included on the agenda.

28 ¹⁵ See, *Jung v. City of Phoenix*, 160 Ariz. 38, 770 P. 2d 342 (1989).

¹⁶ Amended in 2006.

¹⁷ Tr. p. 117.

1 transfers of assets of a public utility to a municipality and concluded that A.R.S. § 40-285 required a
2 privately owned utility to obtain Commission approval prior to disposing of its assets. The transfer of
3 assets did not subject the municipality to the Commission's jurisdiction, but required the utility to
4 obtain the Commission's approval. That approval process is limited to the necessary hearings and
5 order to make sure that the transfer would not leave persons without service by the utility or the
6 municipality. The Town has agreed to continue to provide service to all customers of DHWC.

7 25. Staff believes that the Town is resolving the issues raised in the Commission's OSC,
8 including taking steps to assure an adequate supply of water by hiring a consultant to assist with a
9 master plan for both the Town's water systems; by acquiring the Cave Creek system and its
10 associated water rights, including a CAP allocation; by making system improvements to improve
11 water pressure; by obtaining a Water Supply Agreement with Arizona-American; and by seeking a
12 WIFA loan to make needed improvements to both water systems. Staff notes that the Town is
13 resolving issues with MCES and has made a number of very important commitments in its Transfer
14 Agreement, including: crediting the 189 customers for the monthly service charge during the period
15 of inadequate service during the summer of 2006; providing for the proper disposition of contractual
16 obligations such as line extension agreements and meter deposits; maintaining current rates for at
17 least a year; committing to working with MCES on maintaining compliance with Arizona
18 Department of Environmental Quality rules and regulations; improving its communication with its
19 customers through its website and the advisory committee; committing to maintain the current office
20 within the Desert Hills service territory for the time being; and by committing to hold public hearings
21 on proposed rate increases and treating customers within the Town's jurisdiction the same as those
22 living outside the jurisdiction.

23 26. Staff believes that the proposed transfer provides benefits to the customers and that the
24 Transfer Agreement and the other commitments of the Town meet the criteria in Attorney General
25 Opinion 62-7 and therefore, and is in the public interest and should be approved.

26 27. We agree with Staff that the commitments made by the Town, together with the
27 statutory and case law concerning municipalities' duties and responsibilities toward non-resident
28 water customers are beneficial to the customers of Desert Hills Water Company. The Town has

1 committed to providing service to all customers and therefore, there is no need for a CC&N once the
2 transfer is complete. Based upon the commitments made by the Town and our good faith belief that
3 they will be fulfilled, we will approve this application. We encourage the Town to allow Desert Hills
4 customers to nominate themselves for membership on the Citizens' Water Advisory Committee, and
5 note that several such customers have shown interest by their participation at hearings before the
6 Commission.

7 CONCLUSIONS OF LAW

- 8 1. DHWC is a public service corporation pursuant to A.R.S. §§ 40-281 and 285.
- 9 2. The Commission has jurisdiction over DHWC and the subject matter of the
10 application.
- 11 3. Notice of the Application was provided in accordance with the law.
- 12 4. With the commitments made by the Town, the transfer of assets is in the public
13 interest and should be approved.
- 14 5. The Certificate of Convenience and Necessity should be cancelled upon a filing by the
15 Desert Hills Water Company and/or the Town of Cave Creek certifying that the transfer and all
16 associated events, including the customer credit obligation, are concluded.

17 ORDER

18 IT IS THEREFORE ORDERED that the application of Desert Hills Water Company to
19 transfer its utility assets to the Town of Cave Creek is hereby granted.

20 IT IS FURTHER ORDERED that Desert Hills Water Company or the Town of Cave Creek
21 shall file documentation and certification that the transfer transaction and all associated events have
22 been completed, within 30 days of the closing date of the transfer transaction.

23 IT IS FURTHER ORDERED that within 30 days of the closing date of the transfer
24 transaction, Desert Hills Water Company or the Town of Cave Creek, shall credit the approximately
25 189 customers that had service interruptions, for the monthly minimum charges for water services
26 paid from the period of June through September, 2006 and shall create a permanent Citizens' Water
27 Advisory Committee as discussed herein.

28 IT IS FURTHER ORDERED that within 45 days of the closing date of the transfer

1 transaction, Desert Hills Water Company or the Town of Cave Creek shall file with the Commission
2 certification that the customers have received the credits and that a permanent Citizens' Water
3 Advisory Committee as discussed herein has been created.

4 IT IS FURTHER ORDERED that upon receipt of the certification that the transfer transaction
5 has closed and that the customers have been credited and that the permanent Citizens' Water
6 Advisory Committee as discussed herein has been created, the Certificate of Convenience and
7 Necessity of Desert Hills Water Company shall be cancelled, without further Order of the
8 Commission.

9 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

10 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

11

12 *Lance E. Green* *William J. Mandel*
 13 CHAIRMAN COMMISSIONER

14 *[Signature]* *[Signature]*
 15 COMMISSIONER COMMISSIONER

16

17 IN WITNESS WHEREOF, I, BRIAN C. McNEIL, Executive
18 Director of the Arizona Corporation Commission, have
19 hereunto set my hand and caused the official seal of the
20 Commission to be affixed at the Capitol, in the City of Phoenix,
21 this 21st day of May, 2007.

22 *[Signature]*
23 BRIAN C. McNEIL
24 EXECUTIVE DIRECTOR

25 DISSENT _____

26 DISSENT _____

27
28

1 SERVICE LIST FOR: DESERT HILLS WATER COMPANY

2 DOCKET NO.: W-02124A-06-0717

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