

INTERVENTION



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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

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KRISTIN K. MAYES, Chairman
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2010 NOV 30 P 12: 52
 ARIZONA CORPORATION COMMISSION
 DOCKET CONTROL

IN THE MATTER OF THE APPLICATION OF
 RIGBY WATER COMPANY FOR APPROVAL
 OF TRANSFER OF ASSETS AND
 CONDITIONAL CANCELLATION OF ITS
 CERTIFICATE OF CONVENIENCE AND
 NECESSITY.

DOCKET NO. W-01808A-10-0390

MOTION TO INTERVENE

1 Pursuant to A.A.C. R14-3-105, the Estate of Charles J. Dains ("Dains Estate") hereby
 2 moves to intervene in the above-captioned proceeding. In support of its motion, the Dains Estate
 3 states as follows:

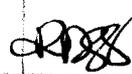
4 **I Service**

5 Please serve all documents on:

6 Craig A. Marks
 7 Craig A. Marks, PLC
 8 10645 N. Tatum Blvd., Ste. 200-676
 9 Phoenix, Arizona 85028
 10 (480) 367-1956 (Direct)
 11 (480) 367-1956 (Fax)
 12 Craig.Marks@azbar.org
 13 Attorney for the Dains Estate

Arizona Corporation Commission
DOCKETED

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14 **II Interest in Proceeding**

15 In this proceeding, Rigby Water Company ("Rigby") has applied for a Commission order
 16 approving a transfer of its assets and operations to the City of Avondale and canceling its
 17 Certificate of Convenience and Necessity. On October 22, 2010, the Utilities Division Staff
 18 ("Staff") docketed an Insufficiency Letter concerning Rigby's application. In the Insufficiency
 19 Letter Staff identified a number of deficiencies in Rigby's application that needed to be
 20 addressed before the application could be deemed sufficient for Commission processing.

1 Staff Deficiency No. 5 asked: "Are there any refunds due on Main Extension
2 Agreements? If yes, please explain the proposed disposition of refunds." In Rigby's Response
3 to the Staff Insufficiency Letter, docketed November 12, 2010, Rigby responded:

4 Rigby Water Company is a party to one Main Extension Agreement. Under
5 Rigby Water Company's agreement with the City, Rigby Water Company will
6 continue to pay refunds to the developer for the remaining term of the Main
7 Extension Agreement. The City will provide Rigby Water Company with an
8 annual accounting of water sold to the affected connections and the associated
9 income received by the City to permit the refund amount to be calculated.

10 The Dains Estate is the successor in interest to the developer party in the Main Extension
11 Agreement identified by Rigby in this response.

12 Staff has identified disposition of refunds due on Main Extension Agreements as an issue
13 to be addressed in this proceeding. The Dains Estate will be "directly and substantially affected
14 by the resolution of this issue."¹ Further, the Dains Estate does not agree with Rigby's proposed
15 resolution of the refund issue. Finally, no other party can adequately represent the interests of
16 the Dains Estate.

17 The Dains Estate reserves the right to take positions on any other issues in this case.

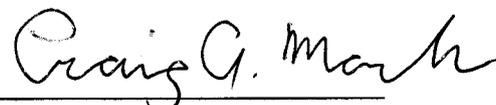
18 **III Requested Relief**

19 The Dains Estate asks that the Commission grant its Motion to Intervene.

¹ A.A.C. R14-3-105(A).

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RESPECTFULLY SUBMITTED on November 30, 2010.



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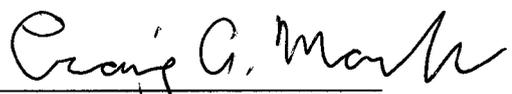
Original and 13 copies **filed**
on November 30, 2010, with:

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Copy **mailed and e-mailed**
on November 30, 2010, to:

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By: 
Craig A. Marks