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INTERVENTION
Arizona Corporation Commission
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AZ CORP COMMISSION
DOCUMENT CONTROL

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2 Nicholas J. Enoch
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4 349 North Fourth Avenue
5 Phoenix, Arizona 85003
6 (602) 234-0008

7 Attorney for Intervenor-Applicant

8 **BEFORE THE ARIZONA**
9 **CORPORATION COMMISSION**

10 IN THE MATTER OF THE JOINT
11 APPLICATION OF CITIZENS
12 COMMUNICATIONS COMPANY AND
13 UNISOURCE ENERGY CORPORATION
14 FOR THE APPROVAL OF THE SALE
15 OF CERTAIN ELECTRIC UTILITY
16 AND GAS UTILITY ASSETS IN
17 ARIZONA, THE TRANSFER OF
18 CERTAIN CERTIFICATES OF
19 CONVENIENCE AND NECESSITY
20 FROM CITIZENS COMMUNICATIONS
21 COMPANY TO UNISOURCE ENERGY
22 CORPORATION, THE APPROVAL OF
23 THE FINANCING FOR THE
24 TRANSACTION AND OTHER RELATED
25 MATTERS.

Docket Nos. E-01933A-02-0914
E-01032C-02-0914
G-01032A-02-0914

**IBEW LOCAL 769'S APPLICATION
TO INTERVENE**

26 Pursuant to the provisions of A.A.C. R14-3-105(A) and (B),
27 Local Union 769, International Brotherhood of Electrical Workers,
28 AFL-CIO ("IBEW Local 769"), by and through undersigned counsel,
hereby moves the Arizona Corporation Commission for leave to
intervene as a party in the above-captioned matter.

IBEW Local 769 is "directly and substantially affected by
the proceedings," *id.*, inasmuch as it is "the exclusive
representative of [a large group of] employees of Citizens
Communications Company, Mohave County Electric Operations,
formerly known as Citizens Utilities Company, Mohave County,
Electric Operations" ("Citizens"). See, attached Exhibit A,

1 p. 2. As a result of this relationship, IBEW Local 769 and
2 Citizens have entered into a comprehensive collective bargaining
3 agreement concerning rates of pay, wages, hours of employment,
4 and other conditions of employment¹ which, obviously, have a
5 direct impact on both the affected employees and Citizens.

6 Moreover, IBEW Local 769 is the duly elected and recognized
7 exclusive bargaining representative of a large group of employees
8 of the Central Arizona Division of Southwest Gas Corporation
9 ("Southwest Gas") which, as the Commission already knows, has
10 filed an Application for Leave to Intervene dated January 16,
11 2003. See, e.g., *Southwest Gas Corp.*, 330 NLRB No. 171, 165
12 L.R.R.M. 1280 (April 11, 2000). Like its relationship with
13 Citizens, IBEW Local 769 and Southwest Gas have also entered into
14 a comprehensive collective bargaining agreement concerning rates
15 of pay, wages, hours of employment, and other conditions of
16 employment which, obviously, have a direct impact on both the
17 affected employees and Southwest Gas. See generally, attached
18 Exhibit B.

19 Based on the above, IBEW Local 769 not only has a direct
20 interest in UniSource Energy Corporation's acquisition of
21 Citizens as proposed by in their December 18, 2002 Joint
22 Application, but there is a substantial risk that this case may
23 impair the Union's interest absent its being permitted to
24 intervene into the above-captioned matter. Because Ariz. Const.
25

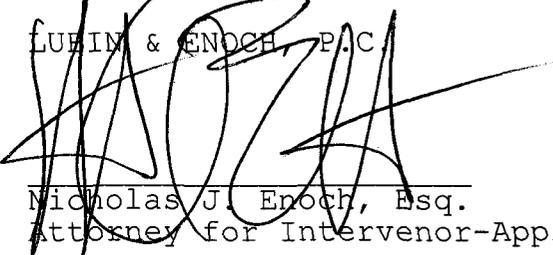
26
27 ¹ Of particular note with respect to these proceedings, is
28 the successorship language contained in Article 1.2 of the
collective bargaining agreement, a copy of which is attached
hereto as Exhibit A.

1 Art. XV, §3 expressly provides that "[t]he Corporation Commission
2 shall... make and enforce reasonable rules, regulations, and
3 orders for the convenience, comfort, and safety, and the
4 preservation of the health, of the employees and patrons of
5 [public service corporations]," IBEW Local 769 is quite confident
6 that its participation in these proceedings will not unduly
7 broaden the issues presented herein. Similarly, because none of
8 the existing parties adequately protect the interests of IBEW
9 Local 769, the Union is quite confident that its participation in
10 these proceedings will lead to a more well-reasoned decision on
11 the part of the Arizona Corporation Commission.

12 **WHEREFORE**, it is respectfully requested that IBEW Local 769
13 be permitted to intervene in the above-captioned matter as a
14 party.

15 RESPECTFULLY SUBMITTED this 7th day of February, 2003.

16 LUBIN & ENOCH, P.C.

17
18 
19 Nicholas J. Enoch, Esq.
Attorney for Intervenor-Applicant

20 Original and ten (10) copies
21 of IBEW Local 769's Application
22 to Intervene filed this 7th day
23 of February, 2003, with:

24 Arizona Corporation Commission
25 Docket Control Center
26 1200 West Washington Street
27 Phoenix, Arizona 85007-2996

28 Copies mailed this same date to:

Chairman Marc L. Spitzer
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2996

1 Commissioner Jim Irvin
Arizona Corporation Commission
2 1200 West Washington Street
Phoenix, Arizona 85007-2996
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4 Commissioner William A. Mundell
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15 Las Vegas, Nevada 89193-8510
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16
17 

18 F:\Law Offices\2003\L 769\023\pleadings\Appl\SanctionToIntervene.pld.wpd

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EXHIBIT A

AGREEMENT

Between

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
IBEW LOCAL UNION 769**

And

**CITIZENS COMMUNICATIONS COMPANY,
MOHAVE COUNTY ELECTRIC OPERATIONS**

Formerly known as

**CITIZENS UTILITIES COMPANY,
MOHAVE COUNTY ELECTRIC OPERATIONS**

Covering Electric Operations Employees

JUNE 25, 2000

Certified in NLRB Case No. 28-RC-1262

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AGREEMENT

THIS AGREEMENT is entered into this 25th day of June, 2000 by and between the Mohave County Electric Operations of Citizens Communications Company, formerly known as the Mohave County Electric Operations of Citizens Utilities Company, a Delaware corporation, hereinafter referred to as "Company", and Local Union 769, International Brotherhood of Electrical Workers, affiliated with the AFL-CIO, hereinafter referred to as "Union".

Whereas, the employees of the Company agree that they will, individually and collectively, perform loyal and efficient work and service for the Company, and that they will use their influence and best efforts to protect the property of the Company and its service to the public, and that they will cooperate in promoting and advancing the welfare of the Company, and the protection of its service to the public at all times.

Whereas, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency so that the Company, the Union and the general public may benefit therefrom, and to establish rates of pay, hours, and other conditions of employment for certain hereinafter designated employees of the Company, therefore, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

1.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, the Company recognizes the Union as the exclusive representative of the employees of Citizens Communications Company, Mohave County Electric Operations, formerly known as Citizens Utilities Company, Mohave County, Electric Operations, who are employed in the classifications specified in Article 23, EXHIBIT "A", for whom the National Labor Relations Board certified the Union in Case No. 28-RC-1262, and where the term "Employee" or "Employees" is used in the Agreement, it refers only to individuals employed in those classifications.

1.2 Successors. This agreement shall be binding on any and all successors and assigns of the Company, whether by sale, transfer, merger, acquisition, consolidation, lease, receivership, bankruptcy or otherwise and whether the transfer be of the Company or of the Mohave County Electric Operations. The Company shall make it a condition of transfer that the successor assigns shall be bound by the terms of this Agreement. It is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successor or assigns of the respective parties.

ARTICLE 2 TERM OF AGREEMENT

2.1 This agreement shall be effective as of June 25, 2000 and shall remain in full force and effect up to and including June 24, 2003, and thereafter from year to year, unless and until either the Company or the Union serves written notice on the other, at least 60 days prior to said date, that it desires to modify or terminate this Agreement. If the notice is for modification of the Agreement, it shall state with particularity the modification sought.

Negotiations will start 20 days before the termination date of the Agreement, unless the parties mutually agree upon a different starting time.

2.2 In any year in which a notice to modify is given as provided in Article 2.1, this Agreement shall remain in full force and effect beyond the anniversary date and until a renewal Agreement is reached or until notice to terminate this Agreement is served by one party or the other. This Agreement shall terminate 7 days after receipt by a party of a notice to terminate given subsequent to the anniversary date.

2.3 The parties specifically waive any rights which either may have to bargain with the other during the life of the Agreement on any matter pertaining to rates of pay, wages, hours of employment or other conditions of employment whether or not covered by this Agreement except as provided in Article 18.4. In the event, during the life of this Agreement, the parties mutually agree to negotiate on a matter relating to wages, hours, or working conditions, this Agreement may be amended to the extent that agreement is then reached.

2.4 In the event that any provision contained herein is adjudged in a court of law to be in conflict with any federal law, or with any law of the State of Arizona, such provision shall be void until such time as said adjudication may be reversed. Notwithstanding such adjudication of conflict, all of the other provisions of this Agreement shall remain in full force and effect.

ARTICLE 3 CONTINUITY OF SERVICE

3.1 The Company is a public utility engaged in public service requiring continuous service and it is agreed that recognition of such obligations of continuous service during the term of this Agreement is imposed on both the Company and the Union.

3.2 The Union agrees that during the life of this Agreement there shall be no strikes, slowdowns or stoppages of work called, authorized, approved or sanctioned by the Union because of grievances or any other reasons, and that all grievances shall be exclusively and finally disposed of as provided in Article 9.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by affixing the signatures of their authorized representatives this 25th day of June, 2000.

Citizens Communications Company
Mohave County Electric Operations
formerly known as
Citizens Utilities Company,
Mohave Electric Division

International Brotherhood of
Electrical Workers
Local 769

BILL DEJULIO
Electric Operations Manager
Financial Secretary

JOEL D. BELL
Business Manager &

EXHIBIT "A"
WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>6-25-00</u>	<u>6-25-01</u>	<u>6-25-02</u>
Working Foreman (108%)	27.17	28.05	28.96
Journeyman Lineman (100%)	25.16	25.98	26.82
Journeyman Meterman (100%)	25.16	25.98	26.82
Journeyman Substationman (100%)	25.16	25.98	26.82
<u>All Apprentices:</u>			
1st 6 months (54%)	13.58	14.03	14.48
2nd 6 months (59%)	14.84	15.32	15.82
3rd 6 months (63%)	15.85	16.36	16.89
4th 6 months (67%)	16.85	17.40	17.97
5th 6 months (71%)	17.86	18.44	19.04
6th 6 months (75%)	18.87	19.48	20.11
7th 6 months (80%)	20.12	20.78	21.45
8th 6 months (85%)	21.64	22.34	23.07
<u>Equipment Operator</u>			
1st 6 months	12.66	13.07	13.50
Next 12 months	13.97	14.42	14.89
Thereafter	16.03	16.56	17.09
<u>Groundman:</u>			
1st 6 months	10.82	11.18	11.54
Next 12 months	11.50	11.87	12.26
Thereafter	14.01	14.47	14.94
<u>Warehouseperson "A"</u>			
1 st 6 months	14.46	14.93	15.41
Next 12 months	15.83	16.35	16.88
Thereafter	17.45	18.01	18.60
<u>Warehouseperson "B":</u>			
1st 6 months	12.72	13.14	13.56
Next 12 months	14.06	14.52	14.99

Thereafter 16.03 16.56 17.09

Meter Reader:

1st 6 months 9.61 9.92 10.24

Next 12 months 10.61 10.95 11.31

Thereafter 12.06 12.45 12.86

Customer Service Person:

1st 6 months 14.06 14.52 14.99

Next 12 months 14.89 15.38 15.88

Thereafter 16.03 16.56 17.09

EXHIBIT B

AGREEMENT

Between

LOCAL UNION 769 — I.B.E.W.

PHOENIX, ARIZONA

AND

SOUTHWEST GAS CORP.

May 1, 2002

Certified in N.L.R.B. Case No. 28-RC-5742

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AGREEMENT

THIS AGREEMENT is entered into 11th day of April, 2002, by and between Southwest Gas Corporation, Central Arizona Division, hereinafter referred to as "Company", and Local Union 769, International Brotherhood of Electrical Workers, affiliated with the AFL-CIO, hereinafter referred to as "Union".

Whereas, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them to promote harmony and efficiency so that the Company, the Union and the general public may benefit therefrom, therefore, the parties hereto agree as follows:

ARTICLE I RECOGNITION

1.1 For the purpose of collective bargaining with respect to, rates of pay, wages, hours of employment and other conditions of employment, Southwest Gas Corporation, hereafter referred to as "the Company", recognizes the Union as the exclusive representative of the employees for whom the National Labor Relations Board certified the Union in Case No. 28-RC-5742 as amended per our unit clarification stipulation.

1.2 In the event the Company is sold or merged into another entity the company agrees that at the earliest opportunity where the transaction is finalized and it is lawful, under Security Exchange Commission rules and regulations, to release this information to third parties, the Company will immediately notify the Union. The Company further agrees that it will provide a copy of its Collective Bargaining Agreement to the proposed purchaser or acquiring entity. Furthermore, the Company agrees to immediately commence negotiations with the Union over the effects of such sale or acquisition upon its employees.

ARTICLE 2 TERM OF AGREEMENT

2.1 This Agreement shall be in effect from the first day of May, 2002 and shall remain in effect until the 30th day of April, 2005 and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

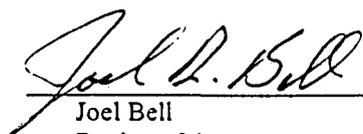
1. If both parties agree to terminate the Agreement.
2. If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to the expiration date of the Agreement, given written notice to the other party, specifying the changes desired. Negotiations shall begin within fifteen (15) calendar days from the receipt of the first notice.
3. In the event the parties fail to reach a mutual agreement on such proposed changes or amendments by the annual expiration or renewal date, the Agreement will be extended for a period of thirty (30) calendar days to allow further negotiations.
4. The parties may at any time, by their mutual agreement in writing, modify or supplement this Contract in any particular.

2.2 In the event that any provision contained herein is adjudged in a court of law to be in violation of applicable law, both parties shall enter into immediate negotiations on the particular issue. Notwithstanding such adjudication and negotiation, all of the other provisions of this Agreement shall remain in full force and effect.

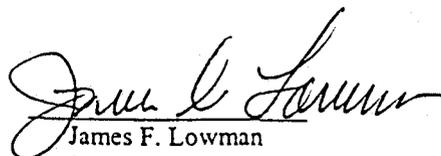
2.3 Meeting for negotiations, as outlined above, shall be held upon request of either party at a time and place agreeable to both parties. Up to four (4) Local Representatives on the Union's Collective Bargaining Committee, who are active employees of the Company, shall be excused without pay for those hours they participate in meetings with the Companies' Collective Bargaining Committee during their normal workday.

2.4 If it becomes necessary for the Company to lay off regular personnel the selection of employees for layoff shall be based upon equal factors of company acquired knowledge, ability, training and disciplinary record with length of service being the determining factor where knowledge, ability, training and disciplinary record are equal. In the event contract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by affixing the signatures of their authorized representatives this 11th day of April, 2002.



Joel Bell
Business Manager,
IBEW, Local 769



James F. Lowman
Sr. Vice President,
Central Arizona Division,
Southwest Gas Corp

MEMORANDUMS OF UNDERSTANDING

Medical, Dental and Vision Plan Renegotiation 11/26/01

Should the Union identify a Medical, Dental or Vision plan which will provide the same or increased benefits for employees for less premium cost to the employer; then upon request by the Union the Parties shall commence negotiations for the limited purpose of reviewing the adoption of such plan. Such plan may not have any unfunded liability. Implementation of such change in plans will take place at such point in time where the Company can do so without penalty.

Wickenburg District 11/29/01

Workday. The Service Technician assigned to read meters as his regular assignment shall start his day from home, and will end his day at the Wickenburg Operations Center, on days approved by the supervisor. The Wickenburg District Service Technicians will start their workday at the Wickenburg Operations Center, and will end their workday at the Wickenburg Operations Center, or at their home, whichever is closer. The Parker District Service Technician will start and end his workday at home. This will be in force unless and until mobile workforce technology is implemented for Wickenburg and Parker District Service Technicians.

Vacation. The Service Technician, who is assigned to read meters, as his regular assignment, will not be included in the vacation selection rotation with the other Wickenburg and Parker Customer Service employees. Notwithstanding this provision, no more than one of the four Customer Service employees in the Wickenburg and Parker areas will be allowed off for vacation at the same time from November 1 through February 1.

On-Call Provisions. Upon supervisory approval, it is permissible for employees to drive out of the District while they are on-call.

The Parker District Service Technician will not be on call seven (7) consecutive days once each month, which is comprised of five (5) regular workdays and two (2) weekend days and will not be on call one additional weekend each month.

Due to the increased on-call responsibilities of employees assigned to Wickenburg or Parker, those employees will be allowed de minimus use of company vehicles, while on call, to transport family members. Should the employee be notified to respond to a call, the employee must leave his passenger at the site and immediately respond to the call.

All personnel will be placed on an annually rotating on-call list.

COVER SHEET

ARIZONA CORPORATION COMMISSION DOCKET CONTROL CENTER

CASE/COMPANY NAME:

In the matter of the joint application of
Citizens Communications Company and Unisource
Energy Corporation for the approval of the
sale of certain electric utility and gas

DOCKET NO.

E-01933A-02-0914

E-01032C-02-0914

D/B/A or RESPONDENT: utility assets in
Arizona, the transfer of certain certificates
of convenience and necessity from Citizens
Communications Company to Unisource Energy
Corporation, the approval of the financing for the transaction and other related matters.

E-01032A-02-0914

NATURE OF ACTION OR DESCRIPTION OF DOCUMENT

Please mark the item that describes the nature of the case/filing:

01 UTILITIES - NEW APPLICATIONS

- | | |
|--|--|
| <input type="checkbox"/> NEW CC&N | <input type="checkbox"/> MAIN EXTENSION |
| <input type="checkbox"/> RATES | <input type="checkbox"/> CONTRACT/AGREEMENTS |
| <input type="checkbox"/> INTERIM RATES | <input type="checkbox"/> COMPLAINT (Formal) |
| <input type="checkbox"/> CANCELLATION OF CC&N | <input type="checkbox"/> RULE VARIANCE/WAIVER REQUEST |
| <input type="checkbox"/> DELETION OF CC&N (TERRITORY) | <input type="checkbox"/> SITING COMMITTEE CASE |
| <input type="checkbox"/> EXTENSION OF CC&N (TERRITORY) | <input type="checkbox"/> SMALL WATER COMPANY -SURCHARGE (Senate Bill 1252) |
| <input type="checkbox"/> TARIFF - NEW (NEXT OPEN MEETING) | <input type="checkbox"/> SALE OF ASSETS & TRANSFER OF OWNERSHIP |
| <input type="checkbox"/> REQUEST FOR ARBITRATION
(Telecommunication Act) | <input type="checkbox"/> SALE OF ASSETS & CANCELLATION OF CC&N |
| <input type="checkbox"/> FULLY OR PARTIALLY ARBITRATED
INTERCONNECTION AGREEMENT
(Telecom. Act.) | <input type="checkbox"/> FUEL ADJUSTER/PGA |
| <input type="checkbox"/> VOLUNTARY INTERCONNECTION
AGREEMENT (Telecom. Act) | <input type="checkbox"/> MERGER |
| | <input type="checkbox"/> FINANCING |
| | <input type="checkbox"/> MISCELLANEOUS |
| | Specify _____ |

02 UTILITIES - REVISIONS/AMENDMENTS TO PENDING OR APPROVED MATTERS

- | | |
|---|---|
| <input type="checkbox"/> APPLICATION | <input type="checkbox"/> TARIFF |
| <input type="checkbox"/> COMPANY | <input type="checkbox"/> PROMOTIONAL |
| <input type="checkbox"/> DOCKET NO. _____ | <input type="checkbox"/> DECISION NO. _____ |
| | <input type="checkbox"/> DOCKET NO. _____ |
| | <input type="checkbox"/> COMPLIANCE |
| | <input type="checkbox"/> DECISION NO. _____ |
| | <input type="checkbox"/> DOCKET NO. _____ |

SECURITIES or MISCELLANEOUS FILINGS

- | | |
|---|--|
| <input type="checkbox"/> 04 AFFIDAVIT | <input type="checkbox"/> 29 STIPULATION |
| <input type="checkbox"/> 12 EXCEPTIONS | <input type="checkbox"/> 38 NOTICE OF INTENT
(Only notification of future action/no action necessary) |
| <input checked="" type="checkbox"/> 18 REQUEST FOR INTERVENTION | <input type="checkbox"/> 43 PETITION |
| <input type="checkbox"/> 48 REQUEST FOR HEARING | <input type="checkbox"/> 46 NOTICE OF LIMITED APPEARANCE |
| <input type="checkbox"/> 24 OPPOSITION | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> 50 COMPLIANCE ITEM FOR APPROVAL | <input type="checkbox"/> 39 Specify _____ |
| <input type="checkbox"/> 32 TESTIMONY | |
| <input type="checkbox"/> 47 COMMENTS | |

February 7, 2003
Date

Nicholas J. Enoch, Esq.
Print Name of Applicant/Company/Contact person/Respondent/Atty.
602/ 234-0008
Phone

PLEASE SEE NOTICE ON REVERSE SIDE