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BEFORE THE ARIZONA CORPORATION COMMISSION

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**COMMISSIONERS**

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

2007 SEP 25 P 2:29

AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE APPLICATION OF  
TUCSON ELECTRIC POWER COMPANY FOR  
APPROVAL OF A CUSTOMER AGREEMENT  
WITH ASARCO, LLC AND SILVER BELL  
MINING, LLC.

) DOCKET NO. E-01933A-06-0801

**NOTICE OF COMPLIANCE**

Pursuant to Docket No. E-01933A-06-0801, Decision No. 69873, Tucson Electric Power Company ("TEP") hereby files with Docket Control a redacted public version of the revised Electric Power Supply Agreement for the Mission Complex & Silver Bell Mine between TEP, ASARCO, LLC and Silver Bell Mining, LLC (the "Revised Agreement"). A confidential version of the Revised Agreement is being provided to the Director of the Utilities Division.

RESPECTFULLY SUBMITTED this 25<sup>th</sup> day of September 2007.

TUCSON ELECTRIC POWER COMPANY

By Michelle Livengood

Michelle Livengood  
One South Church Avenue  
Tucson, Arizona 85701

and

Michael W. Patten  
ROSHKA DEWULF & PATTEN PLC  
One Arizona Center  
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Phoenix, Arizona 85004

Arizona Corporation Commission

**DOCKETED**

SEP 25 2007

DOCKETED BY nr

Attorneys for Tucson Electric Power Company

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Original and 13 copies of the foregoing  
filed this 25<sup>th</sup> day of September 2007 with:

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

Copy of the foregoing hand-delivered/mailed  
this 25<sup>th</sup> day of September 2007 to:

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Phoenix, Arizona 85007

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1200 West Washington Street  
Phoenix, Arizona 85007

Commissioner Jeff Hatch-Miller  
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18 Director, Utilities Division  
Arizona Corporation Commission  
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21 By Mary Appolito

22

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**ELECTRIC POWER SUPPLY AGREEMENT**

**FOR**

**MISSION COMPLEX & SILVER BELL MINE**

**BETWEEN**

**TUCSON ELECTRIC POWER COMPANY**

**AND**

**ASARCO LLC AND SILVER BELL MINING LLC**

**January 1, 2007**

**TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT**

**TABLE OF CONTENTS**

1. PARTIES .....	3
2. BACKGROUND .....	3
3. DEFINITIONS .....	3
4. TERM AND EFFECTIVE DATE .....	4
5. FACILITIES .....	4
5.1 POINT OF DELIVERY AND EXISTING FACILITIES .....	4
5.2 RELOCATION OF FACILITIES .....	4
5.3 ADDITIONAL FACILITIES REQUIRED .....	4
5.4 EASEMENTS .....	4
6. ELECTRIC SERVICE .....	4
6.1 VOLTAGE .....	4
6.2 EXTENT OF SERVICE .....	4
6.3 USE OF SERVICES .....	5
6.3.1 BUSINESS USE .....	5
6.3.2 OTHER USE .....	5
6.4 OUTAGE RESTORATION .....	5
7. PRICES AND CHARGES .....	5
7.1 DEMAND .....	5
7.1.1 MINIMUM CONTRACT DEMAND .....	5
7.1.2 MINIMUM PAYMENT OBLIGATION .....	5
8. METERING, BILLING, AND PAYMENTS .....	5
8.1 PAYMENT .....	5
8.2 CREDITWORTHINESS AND FINANCIAL ASSURANCE .....	6
8.3 METERING .....	6
8.4 ENERGY INFORMATION .....	6
9. FORCE MAJEURE .....	6
9.1 INABILITY TO PERFORM .....	6
9.2 DUTY OF REASONABLE DILIGENCE .....	6
10. HOLD HARMLESS PROVISION .....	7
10.1 ASARCO AND SILVER BELL MINING .....	7
10.2 TUCSON ELECTRIC POWER COMPANY .....	7
11. ASSIGNMENT .....	7
11.1 RIGHT TO ASSIGN .....	7
11.2 BINDING EFFECT .....	7
12. INTERPRETATION .....	7
12.1 PRIOR NEGOTIATIONS .....	7
12.2 REGULATORY CLAUSE .....	7
12.3 DESCRIPTIVE HEADINGS .....	8
12.4 CONFLICTS .....	8
13. REMEDIES .....	8
13.1 BREACH .....	8
13.2 DISPUTE RESOLUTION .....	8
13.3 LIMITATION OF REMEDIES .....	8
13.4 WAIVER .....	8
14. GOVERNING LAW .....	9
15. NO THIRD PARTY RIGHTS .....	9
16. AMENDMENT AND MODIFICATION .....	9
17. SEVERABILITY .....	9
18. NOTICE .....	9
SIGNATURES .....	10

**EXHIBITS**

**Pricing Plan**

**EXHIBIT A**

**POINTS OF DELIVERY AND EXISTING FACILITIES**

**EXHIBIT B-D**

TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT

ELECTRIC POWER SUPPLY AGREEMENT

1. PARTIES

The Parties to this Electric Power Supply Agreement (“Agreement”), dated January 1, 2007, are TUCSON ELECTRIC POWER COMPANY (“TEP”), an Arizona corporation, and ASARCO LLC (“Asarco”), a Delaware Limited Liability Company, and Silver Bell Mining LLC (“Silver Bell Mining”), a Delaware Limited Liability Company. TEP, Asarco, and Silver Bell Mining are collectively referred to herein as “Parties” or singularly as a “Party.”

2. BACKGROUND

Whereas, TEP is a public service corporation, duly organized and existing under the laws of the State of Arizona, engaged in the provision of public utility electric service;

Whereas, Asarco is engaged in the operation of mines, mills, and related facilities at the Mission Complex for which Asarco requires the continued availability of electric service in order to conduct its normal business activities;

Whereas, Silver Bell Mining is engaged in the operation of mines, solvent extraction/electro winning (SX/EW), and related facilities at the Silver Bell Mine for which Silver Bell Mine requires the continued availability of electric service in order to conduct its normal business activities;

Whereas, Silver Bell Mining owns a majority interest in Silver Bell Mine;

Whereas, this Agreement is for electric service to be provided to Asarco and Silver Bell Mining at the Mission Complex and Silver Bell Mine;

Whereas, TEP, Silver Bell Mining, and Asarco are Parties to existing agreements for provision of electric service by TEP as approved by the Arizona Corporation Commission (“ACC”);

Whereas, the Parties desire to enter into an Agreement pursuant to the terms and conditions as subsequently described.

Now, therefore, in consideration of the mutual covenants herein, the Parties agree as follows:

3. DEFINITIONS

ACC: The Arizona Corporation Commission is the regulatory authority of the State of Arizona having jurisdiction over public service corporations.

Electric Meter: The instrument and any associated equipment used for recording the flow of electricity (demand and kilowatt-hours) that passes through it.

Mission Complex: The facilities previously known as Mission Unit 1, which is located in or near Section 31, T16S, R13E, Gila and Salt River Base and Meridian, Pima County, Arizona and the facilities previously known as Mission Unit 2, which is located in or near Section 6, T17S, R13E, Gila and Salt River Base and Meridian, Pima County, Arizona.

Point of Delivery: The locations on Asarco and Silver Bell Mining’s buildings, structures, or premises where wires, conductors or other current-carrying devices of Asarco and Silver Bell Mining join or connect with the wires, conductors or other current-carrying devices of TEP.

**TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT**

Predecessor Agreement: Predecessor Agreements include all prior Electric Service Agreements and Amendments between TEP and Asarco and Silver Bell Mining except special payment plan arrangements.

Silver Bell Mine: The facilities known as Silver Bell Mining LLC which are located in or near Section 11, R8E, Gila and Salt River Base and Meridian, and surrounding areas in Pima County, Arizona.

**4. TERM AND EFFECTIVE DATE**

The term of this Agreement ("Term") shall commence on January 1, 2007, subject to the approval by the ACC and shall continue in effect through December 31, 2011. In the event the ACC's approval of this Agreement is subsequent to January 1, 2007, the term shall nevertheless commence as of January 1, 2007.

**5. FACILITIES**

**5.1 Points of Delivery and Existing Facilities**

The Points of Delivery including the TEP-furnished, Asarco-furnished, Silver Bell-furnished facilities are set forth in Exhibits B through D, incorporated herein by reference. Each Party shall furnish, install, operate and maintain the facilities over which it has authority.

**5.2 Relocation of Facilities**

TEP will relocate existing facilities at Asarco or Silver Bell Mining's request if Asarco or Silver Bell Mining pays all costs incurred by TEP for such relocation.

**5.3 Additional Facilities Required**

If in the future Asarco or Silver Bell Mining plans any growth, expansions, additions, or modifications to its current facilities or operations that will cause its demand to exceed the capability of the existing facilities listed in 5.1, Existing Facilities, Asarco or Silver Bell Mining shall notify TEP in writing at least sixty (60) days prior to the planned change.

If additional facilities are required, each Party's share of the associated cost of said facilities shall be determined and set forth in a separate agreement.

**5.4 Easements**

Asarco and Silver Bell Mining agree to continue existing easements for TEP's facilities required to serve Asarco or Silver Bell Mining at no expense to TEP. Said easements are to be recorded in the Office of the Pima County Recorder.

**6. ELECTRIC SERVICE**

**6.1 Voltage**

Electric service shall be provided to the Points of Delivery at standard nominal voltages, within plus or minus ten percent, and as acceptable to the Parties.

**6.2 Extent of Service**

TEP agrees to supply, and Asarco and Silver Bell Mining agree to purchase, the total electric power requirements of Asarco and Silver Bell Mining for its overall operations at the Points of Delivery.

TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT

**6.3 Use of Services**

**6.3.1 Business Use**

The electric service to be supplied under the terms of this Agreement shall be used solely in connection with the business activities of Asarco and Silver Bell Mining as presently contemplated within the Points of Delivery.

**6.3.2 Other Use**

The electric power and energy delivered hereunder shall not be used as standby for other sources of supply or as a partial supply of the total power and energy requirements of Asarco and Silver Bell Mining, nor shall any power delivered hereunder be resold. The electric power and energy delivered hereunder shall only be used for the specific purposes set forth herein.

**6.4 Outage Restoration**

TEP shall work with Asarco and Silver Bell Mining to identify significant outage restoration issues and potential measures for improving outage restoration timeliness.

**7. PRICES AND CHARGES**

Asarco and Silver Bell Mining at the Mission Complex and Silver Bell Mine shall purchase full requirements power from TEP at the energy prices contained in the Time-of-Use ("TOU") Pricing Plan, Exhibit A, attached hereto and incorporated by reference, plus all applicable fees, assessments and taxes.

**REDACTED**

**8. METERING, BILLING, AND PAYMENTS**

**8.1 Payment**

Amounts not paid on or before the due date shall be payable with interest accruing at the rate of one and one-half percent (1.5%) per month. In an overbilling event TEP will credit Asarco or Silver Bell Mining with interest accruing at the rate of one and one-half percent (1.5%) per month from the date payment was received. In the event

**TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT**

that a portion of any bill is in dispute, the undisputed amount shall be paid when due, and the remainder, if any, shall be paid upon determination of the dispute with interest accruing at the rate of one and one-half percent (1.5%) per month.

**8.2 Creditworthiness and Financial Assurance**

In the event Asarco or Silver Bell Mining fails to make, when due, any payment required under this Agreement and if such failure is not remedied to TEP's satisfaction within two (2) business days after written notice of such failure has been provided to Asarco or Silver Bell Mining, TEP shall have the right, but not the obligation, to impose any reasonable remedy allowable by law which together with requiring full payment and any accrued interest may include, but is not limited to the following: 1) immediate termination of this Agreement, 2) pre-payment for the energy usage, or 3) a payment schedule requiring payments to be made more frequently than the monthly schedule set forth in Section 8.1. Any special payment plans such as weekly pre-payment plans shall be determined and set forth in a separate agreement.

**8.3 Metering**

Asarco and Silver Bell Mining shall provide for and install all metering equipment as per TEP specifications. Location of all metering equipment shall be at the Points of Delivery.

**8.4 Energy Information**

TEP shall provide Asarco and Silver Bell Mining with electronic access to the monthly metered energy information to include recorded interval kW and kWh.

**9 FORCE MAJEURE**

**9.1 Inability to Perform**

If any Party is prevented in whole or in part from performing its obligations under this Agreement by "uncontrollable forces" during the course of such event or cause, the Party so prevented shall be excused from whatever performance is affected by such event or cause; provided that such Party provides prompt written notice to the other Party of such condition.

The term "uncontrollable force" is defined as any cause beyond the control of the Party affected, including but not restricted to failure of, or threat of failure of, facilities, flood, drought, earthquake, storm, fire, lightning, epidemic, war, terrorism, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorization or approvals from any governmental agency or authority which by exercise of due diligence or reasonable care such Party could not have avoided. No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or willful misconduct or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved.

However, in no event shall the inability to make payment or the unavailability of funds be considered an event of uncontrollable forces or force majeure.

**9.2 Duty of Reasonable Diligence**

When such failure, default, or delay exists, the Party in default shall proceed with reasonable diligence to remedy the conditions causing same and proceed with the performance of its obligations under this Agreement at the earliest practicable date; provided, however, that said requirement that such conditions be remedied with reasonable diligence shall not require the settlement of strikes or other labor disturbances by acceding to the demands in dispute when such a course is inadvisable in the discretion of the Party subject to such labor disturbances.

TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT

**10. HOLD HARMLESS PROVISION**

**10.1 Asarco and Silver Bell Mining**

Asarco and Silver Bell Mining shall be liable for, hold TEP harmless from, and defend against all damage or injury to third persons or the property of third persons arising in any way out of the negligence or willful misconduct of Asarco or Silver Bell Mining in the construction, operation and maintenance of any facilities of Asarco or Silver Bell Mining contemplated by this Agreement, in existence now or in the future, or otherwise caused or arising out of any negligent act or omission or willful misconduct of Asarco or Silver Bell Mining.

**10.2 Tucson Electric Power Company**

TEP shall be liable for, hold Asarco and Silver Bell Mining harmless from, and defend against all damage or injury to third persons or the property of third persons arising in any way out of the negligence or willful misconduct of TEP in the construction, operation and maintenance of any facilities of TEP contemplated by this Agreement, in existence now or in the future, or otherwise caused or arising out of any negligent act or omission or willful misconduct of TEP.

**11. ASSIGNMENT**

**11.1 Right to Assign**

This Agreement and the Parties' interests hereunder shall not be assignable or transferable by any Party without the prior written consent of the other Parties, which consent will not be unreasonably withheld. No consent shall be required in the event of a transfer by TEP to any company that shall succeed by purchase, merger or consolidation or other transfer of substantially all of TEP's assets or a transfer by Asarco, Silver Bell Mining, or TEP to a wholly owned subsidiary or to any other affiliate, provided that the transferee guarantees performance of this Agreement in writing.

**11.2 Binding Effect**

In the event of assignment of this Agreement as herein provided, the terms and conditions of this Agreement shall be binding upon the assignees hereof. This Agreement shall also be binding upon the respective Parties, and their successors in the name or entity, on and after the effective date hereof.

**12. INTERPRETATION**

**12.1 Prior Negotiations**

This Agreement constitutes the entire understanding and commitment of the Parties hereto and shall supersede all prior offers, negotiations and agreements, relative to service under this or any other rate schedule(s).

**12.2 Regulatory Clause**

Asarco and Silver Bell Mining represent, warrant and agree that the rates set forth herein are just and reasonable. The rates shall remain in effect during the term of this Agreement and shall not be altered, changed or modified as part of the Commission's final resolution of TEP's Motion to Amend Decision No. 62103 in docket number E-01933A-05-0650. In the event that the Commission orders TEP to charge rates to Asarco and Silver Bell Mining that are different than those set forth in this Agreement, any Party hereto may, at its sole discretion, void this Agreement.

**12.3 Descriptive Headings**

All descriptive heading contained in this Agreement are intended only as guideline to the content hereof and shall not be binding with respect to the interpretation of any provision of this Agreement.

**12.4 Conflicts**

To the extent of any inconsistency between the provisions of this Agreement and any schedule, rider or exhibit incorporated in this Agreement by reference or otherwise, or any of TEP's Rules and Regulations, the provisions of this Agreement shall control.

All matters not stipulated in this Agreement shall be governed by the ACC.

**13. REMEDIES**

**13.1 Breach**

In the event of breach of any term or obligation of this Agreement by Asarco or Silver Bell Mining, TEP reserves the right to terminate the Agreement. Except as provided in Section 8.2, Creditworthiness and Financial Assurance, TEP will not so terminate unless Asarco or Silver Bell Mining has refused to remedy the breach within thirty (30) days after written notice to the applicable party.

In the event of breach of any term or obligation of this Agreement by TEP, Asarco or Silver Bell Mining reserves the right to terminate the Agreement. Except that Asarco or Silver Bell Mining will not so terminate unless TEP has refused to remedy the breach within thirty (30) days after written notice to TEP by the applicable party.

**13.2 Dispute Resolution**

In the event of a dispute under this Agreement, the Parties involved in this dispute will first seek to resolve the dispute through discussions between TEP's representative and the appropriate Asarco or Silver Bell Mining representative. If the Parties' representatives are unable to resolve the dispute within thirty (30) calendar days or longer if the Parties mutually agree, the matter will be submitted for resolution to the Parties' executive officers that have authority to act on behalf of their respective companies with respect to the subject matter of the dispute.

If such officers are unable to resolve the dispute within thirty (30) calendar days after their initial meeting or conference (or within such longer time as may be mutually agreed upon by the respective officers), the Parties may pursue any remedies available to them at law, in equity or under this Agreement to resolve the dispute, including alternate dispute resolution processes. All dispute resolutions shall be conducted pursuant to the laws and jurisdiction of the State of Arizona.

The forum for all disputes shall be in the State of Arizona.

**13.3 Limitation of Remedies**

In no event shall any Party be liable for indirect, special, incidental, consequential or punitive damages of any kind, including without limitation, lost profits whether in contract, tort or strict liability.

**13.4 Waiver**

Failure or delay on the part of any Party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**TEP – ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT**

**14. GOVERNING LAW**

This Agreement shall be interpreted, governed by and construed under the laws of the State of Arizona, without regard to the conflict of laws provision thereof.

All matters not stipulated in this Agreement shall be governed by the terms and conditions for service, as identified within TEP's Rules and Regulations, which are on file with the ACC and which may be modified from time to time.

**15. NO THIRD PARTY RIGHTS**

Unless otherwise specifically provided in this Agreement, the Parties do not intend to create any duty, covenant, obligation or undertaking to or to create any rights in or to grant any remedies to any third party as a beneficiary of this Agreement or of any of the rights and obligations established hereunder.

**16. AMENDMENT AND MODIFICATION**

No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by an authorized representative of TEP, Asarco, and Silver Bell Mining.

**17. SEVERABILITY**

Except as provided in Section 12.2, in the event any other provision or portion of a provision of this Agreement is invalid and/or unenforceable under present or future laws, or is declared void, invalid and/or unenforceable by a court of competent jurisdiction or an authorized governing entity, such provision or portion shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.

**18. NOTICE**

For purposes of any notification contemplated to be given by or to either Party under this Agreement, the following shall constitute the appropriate address for delivery of such notice:

To TEP:

General Manager, Customer Service & Planning  
TUCSON ELECTRIC POWER COMPANY  
4350 East Irvington Road  
P.O. Box 711  
Tucson, Arizona 85702

To Asarco:

General Manager, Mission Complex  
Asarco LLC  
Mission Complex  
4201 W. Pima Mine Road  
Sahuarita, AZ. 85629

To Silver Bell Mining:

General Manager, Silver Bell Mining LLC  
Silver Bell Mine  
25000 W. Avra Valley Road  
Marana, AZ. 85653

TEP - ASARCO/SILVER BELL MINING - ELECTRIC POWER SUPPLY AGREEMENT

The Parties indicate their understanding of and agreement to all of the above terms and conditions by signing where designated below.

**TUCSON ELECTRIC POWER COMPANY**

By: Ray S. H.  
Name: RAYMOND S. HAYMAN  
Title: Senior V.P. - President / General Counsel  
Date: 9/12/07

**ASARCO LLC**

By: Joseph F. Kapinsky  
Name: Joseph F. Kapinsky  
Title: President  
Date: 9/10/07

By: John D. Low  
Name: John D. Low  
Title: Vice President of Mining Operations  
Date: 9/10/07

**SILVER BELL MINING LLC**

By: Joseph F. Kapinsky  
Name: Joseph F. Kapinsky  
Title: President  
Date: 9/10/07

By: John D. Low  
Name: John D. Low  
Title: Vice President  
Date: 9/10/07

ASARCO TOU Pricing Plan:

**REDACTED**

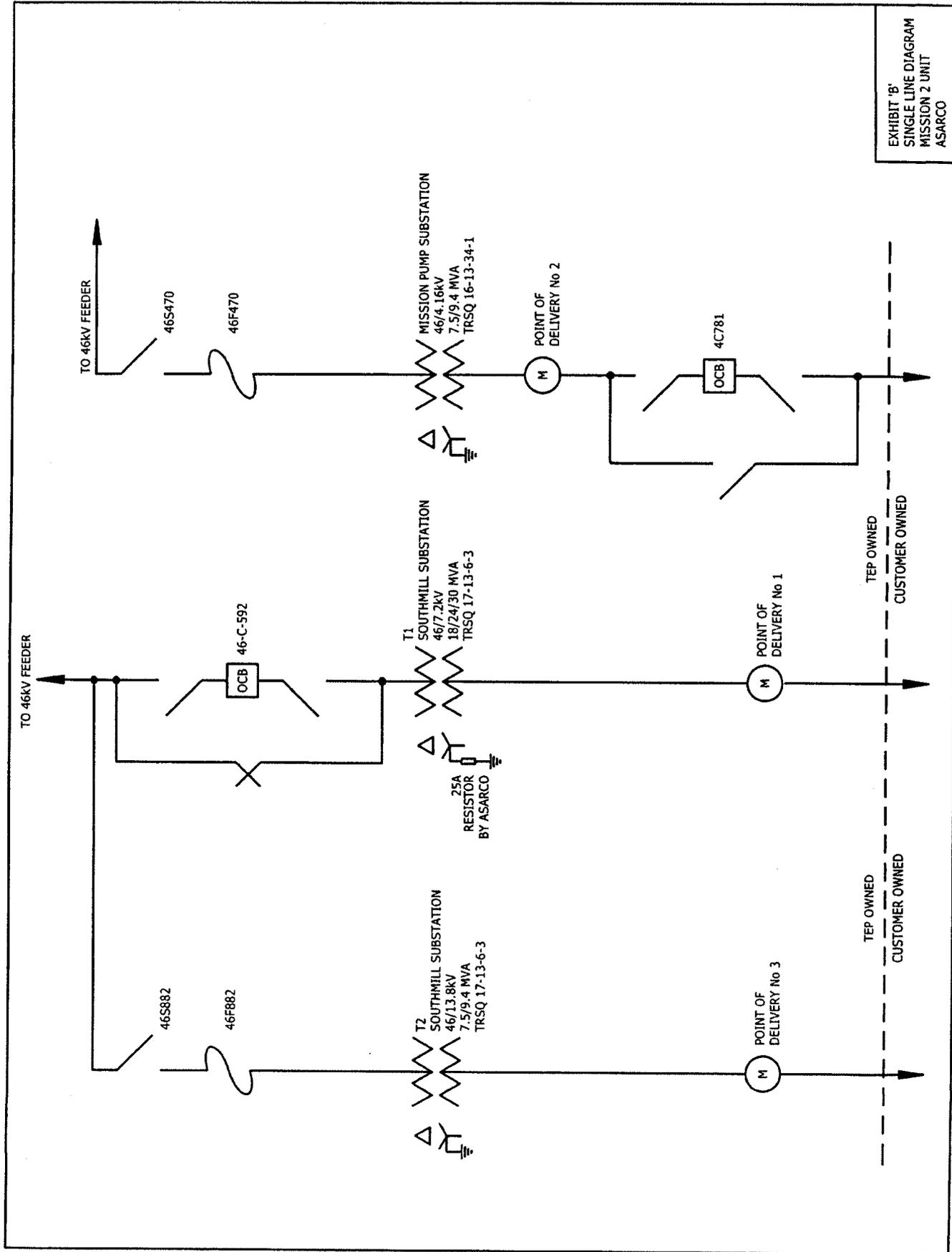


EXHIBIT 'B'  
SINGLE LINE DIAGRAM  
MISSION 2 UNIT  
ASARCO

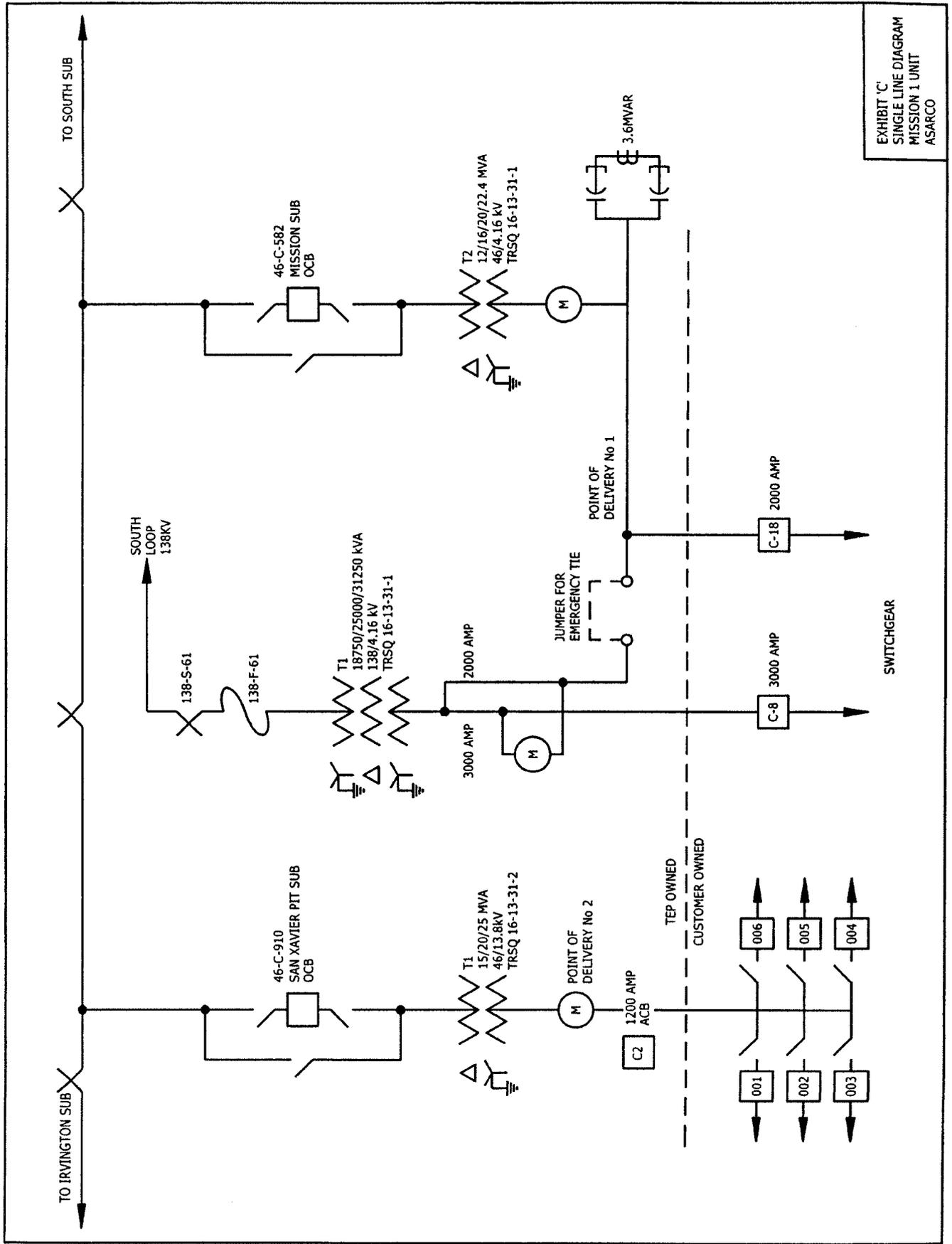


EXHIBIT 'C'  
 SINGLE LINE DIAGRAM  
 MISSION 1 UNIT  
 ASARCO

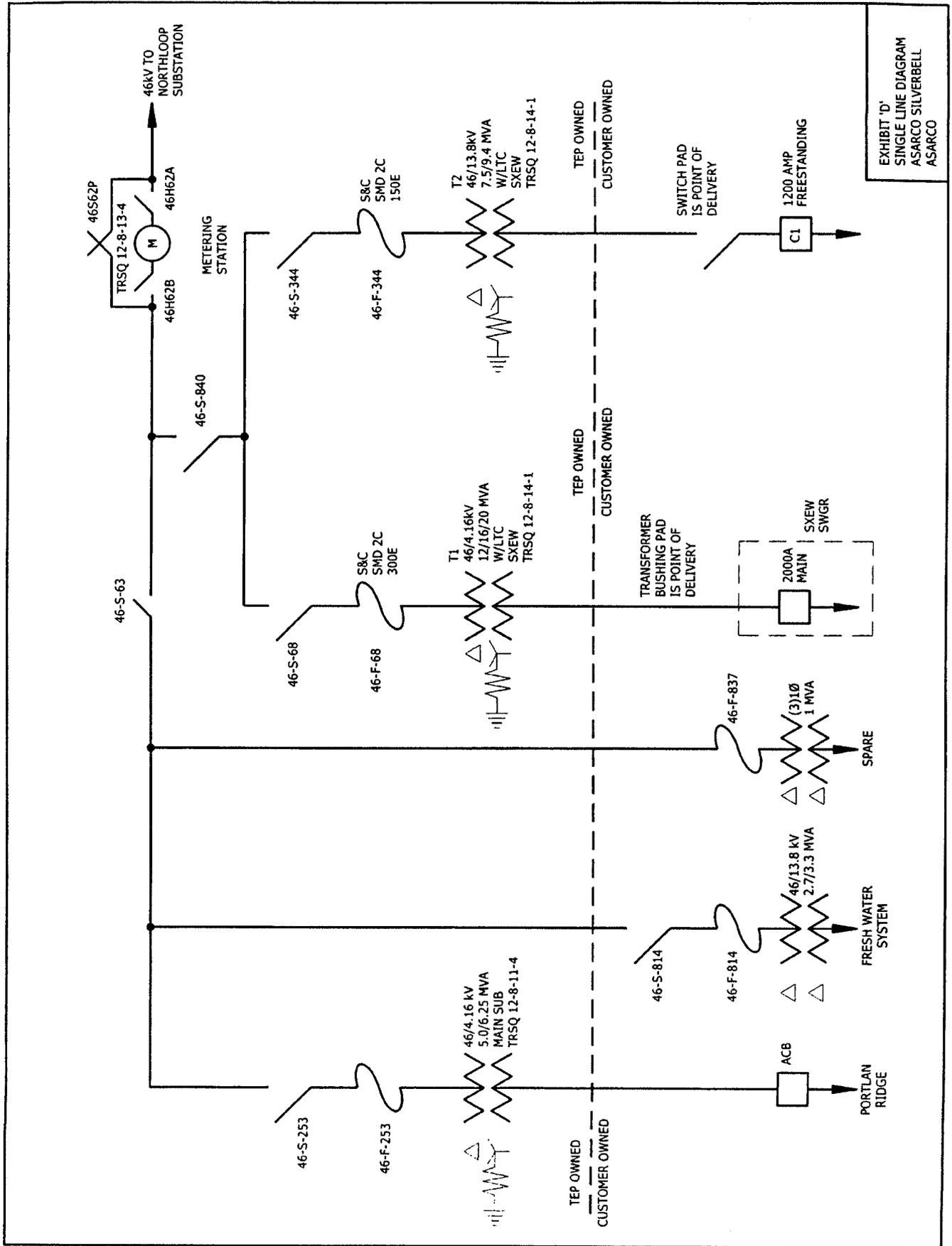


EXHIBIT 'D'  
 SINGLE LINE DIAGRAM  
 ASARCO SILVERBELL  
 ASARCO