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Arizona Corporation Commission

DOCKETED

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IN THE MATTER OF THE APPLICATION  
OF THE ARIZONA ELECTRIC DIVISION  
OF CITIZENS COMMUNICATIONS  
COMPANY TO CHANGE THE CURRENT  
PURCHASED POWER AND FUEL  
ADJUSTMENT CLAUSE RATE, TO  
ESTABLISH A NEW PURCHASED  
POWER AND FUEL ADJUSTMENT  
CLAUSE BANK, AND TO REQUEST  
APPROVED GUIDELINES FOR THE  
RECOVERY AND COSTS INCURRED IN  
CONNECTION WITH ENERGY RISK  
MANAGEMENT INITIATIVES.

Docket No. E-01032C-00-0751

MARSHALL MAGRUDER

COMMENTS

FEBRUARY 19, 2002

8 **Part I - Background**

9 As a citizen, intervener, ratepayer, voter, taxpayer, senior systems engineer,  
10 graduate school instructor, resident of Santa Cruz County and member of the County/City  
11 of Nogales Energy Commission, I pay one monthly bill to my electricity company. My  
12 electricity bill is the accumulation of all factors, including those submitted by the Arizona  
13 Electric Division (AED) of Citizens Communications Company, the "Applicants" in this  
14 docket. Ratepayers are concerned with the cumulative impacts of all charges.

15 This case involves two rates that are combined in the rate making process. The  
16 direct testimony from the second amendment indicates that increased fuel and  
17 transmission charges were requested.<sup>1</sup> In addition to these fuel and transmission charges,  
18 ACC Case 111 provided an additional transmission rate increase for backup electricity to

<sup>1</sup> See Direct Testimony of Carl W. Dabelstein dated 16 November 2001 (hereafter as "Dabelstein Testimony"), Citizens Communications Company (hereafter CCC), for this docket, page 4, lines 22 to 24 where he stated the "base cost of power rate is the benchmark against which future power supply cost are measured for purposes of the PPFAC. It is composed of two components: \$.04802/kWh to cover the APS power bills and \$.00392/kWhr for WAPA transmission costs." and on page 18 line 1 to page 19 line 14 which also refer to both of these costs. Summary, PPFAC accounts for generation and transmission costs.

1 AED's Santa Cruz County operations.<sup>2</sup> These two issues that, in summary, this briefing  
2 concerns:

3 Issue 1 - the applicant's requested rate increases and

4 Issue 2 - the additional transmission rate increases

5  
6 **Part II – Facts and Resultant Questions Bearing on This Case**

7  
8 **ISSUE 1: BASIS OF APPLICANT'S REQUESTED RATE INCREASES.**

9 Issue 1 has resulted a series of various documents filed in this docket since 28  
10 September 2000.<sup>3</sup> The Direct Testimony submitted by CCC on 16 November 2002 contains  
11 CCC's position with respect to its Application to

- 12 (1) Change the current purchased power and fuel adjustment clause rate (PPFAC),  
13 (defined, herein as Issue 1.1)  
14 (2) Establish a new PPFAC bank, (defined, herein as Issue 1.2) and  
15 (3) Request recovery costs incurred in connection with energy risk management  
16 initiatives (defined herein as Issue 1.3).

17  
18 **Issue 1.1 Facts and Unanswered Questions:**

19 CCC stated in its initial Application of 28 September 2000 to complete a three  
20 phased study of factors involving this case. Their plan had some merit, but their studies  
21 were never completed.<sup>4</sup> Many different excuses were offered in the two Application  
22 Amendments and "direct testimony."

23 For example, Mr. Breen states "Phase II did not reveal any significant practices that  
24 would have likely resulted in excessive costs charged to Citizens."

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<sup>2</sup> See ACC Case 111, Docket L-0000C/F-01-0111, "In the matter of the Joint Application of Tucson Electric Power Company and Citizens Communications Company...for a Certificate of Environmental Compatibility for a proposed 345kV Transmission Line System from ... Sahuarita, Arizona to the Proposed Gateway 345/115kV Substation in ... Nogales, Arizona, with a 115kV interconnect to the Citizens Communications Company's 115kV Valencia Substation in Nogales, Arizona ..." dated 1 March 2001 (hereafter referred to as "ACC Case 111 CEC Application" and decided in ACC Decision 64356 dated 15 January 2002 (referred to as "Case 111 Decision").

<sup>3</sup> See CCC Application for this Docket No. E-01032C-00-0751, dated 28 September 2000, as first amended on 13 October 2000 and second amended on 19 September 2001, with the later amendments updating the financial data from earlier amendments and providing additional information. Collectively, these are referred to as the "Application" herein.

<sup>4</sup> See Direct Testimony by Sean Breen dated 16 November 2002 (hereafter "Breen Testimony"), of CCC, page 3, line 21 to page 4 line 6.

- 1           • How are "significant" and "excessive" defined as all costs should be the true  
2           costs, any errors must be corrected.  
3           • Where any corrections made?  
4           • How large where such errors?

5           For example, Mr. Breen continued his testimony with excuses for not completing  
6 Phase III, "Citizens initiated the Phase III process with a comprehensive information  
7 request from APS/PWEC, however, APS/PWEC did not provide the requested data on the  
8 basis that they were not contractually obligated to under the terms of the PSA.  
9 Consequently Phase III could not be completed."<sup>5</sup> The business agreements between APS  
10 and CCC place CCC in the "customer" role with respect to APS.

- 11           • Why did CCC not use other methods to obtain information it needed to make its  
12           assessment, such as appealing to the ACC Utilities Division, the Federal Energy  
13           Regulatory Commission (FERC), and Western States Coordination Council  
14           (WSCC)?<sup>6</sup>  
15           • If such information, which appears to be very significant for CCC, is not available  
16           by business means, why did CCC not apply via legal means, including litigation,  
17           if necessary?<sup>7</sup>  
18           • Does APS/PWEC have some information the do not want shared?  
19           • Why didn't CCC, as APS's customer consider purchasing electricity from another  
20           source?<sup>8</sup>

21           Mr. Breen then testified that negotiations effectively "broke down" so "Citizens  
22 shifted its focus to the possibility of negotiating prospective changes in the contract."<sup>9</sup>

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<sup>5</sup> See Breen Testimony, page 4, lines 2 to 6.

<sup>6</sup> For example, A.R.S. § 40.203, "Power to Examine Records and Personnel of Public Service Corporations..." and A.R.S. § 40.242, "Production of Records" permits the ACC to request the records of any public service companies in this State or A.R.S. § 40.202, "Complaint by Public Service Corporation Hearing" where any public service company has the same privilege and any other to have a complaint heard by parties designated by the commission. Reports from APS to the ACC could retain their proprietary nature as permitted under A.R.S. § 40.204.

<sup>7</sup> See Breen Testimony, page 4, lines 8 to 19, which indicate that litigation was considered but was not followed through.

<sup>8</sup> See Breen Testimony, page 5, lines 13 to 17, which indicated that no other suppliers were pursued due to the present PSA. All agreements can be re-negotiated, especially when faulty, as claimed by CCC, or did they really care about past charges, since CCC assumed that ACC would approve them since "this is a PPFAC application. It, of course, is envisioned that it will be conducted quickly." Mr. Kempley (ACC staff) disagreed rather strongly about "it's a little unfair to characterize this as simply a PPFAC filing" (see Reporter's Transcript of Proceeding, Prehearing Conference of 5 November 2001, CCC's quote from page 6, lines 2 to 4, Kempley's, from page 8, lines 6 to 13

<sup>9</sup> Ibid.

- 1           • Since “past” charges were significant, why were their correction not vigorously  
2           pursued instead of “future” charges?

3           Mr. Breen further testified “Since APS/PWEC frequently does not have sufficient  
4           generation to meet its native load plus Citizens’ load during peak summer periods, it  
5           purchased power in the wholesale market during such periods and passed whatever cost it  
6           has to pay onto Citizens.” The A.R.S. requires that any utility provided a service area  
7           provided those customers as its first priority. In fact, that is the requirement to be allotted a  
8           “service territory.”

- 9           • Who is responsible for Citizens’ service territory?  
10          • Who is a fault if Citizens’ service territory does not have adequate generation?  
11          • Why hasn’t Citizens’ pursued additional generation sources?  
12          • How can Citizens, in good faith, sign a sole-source purchase agreement with a  
13          company that cannot supply its minimum requirements?  
14          • Why didn’t Citizens compete for electricity for its service territory, as permitted  
15          under the A.R.S.?<sup>10</sup>  
16          • Should APS or should Citizens be found liable under these conditions?  
17          • Why isn’t APS a party to this docket?

18  
19           These excuses, with additional ones in the direct testimony, were primarily due to a  
20           **lack of due diligence** shown by this company in not pursuing options that could have lead  
21           to lowering their PPFAC charges for the timeframe when excessive. Citizens, so  
22           conveniently, want to pass on the their consumers.<sup>11</sup> Questions unanswered include:

- 23          • Why did CCC not pursue methods to “reduce” these charges are claimed to be  
24          based on “faulty” information?  
25          • Why was CCC not concerned about fair rates for its customers in its service  
26          area?  
27          • Why was there no effort to negotiate lower “past” charges with APS?<sup>12</sup>

28           Issue 1.2 Facts and Unanswered Questions:

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<sup>10</sup> See A.R.S. § 40.202B for specific competition policies that were in place during this time period, which permitted such competition. In fact, it appears under A.R.S. § 40.202B(5), such competition was required for Citizens.

<sup>11</sup> See the Application (entire document with First Amendment and Second Amendment).

<sup>12</sup> The FERC set rate caps for California in the fall of 2000. Why didn’t CCC join with FERC for identical situation in its Arizona service territories?

1 CCC has requested to establish a new PPFAC bank, using a generous "6.0%  
2 interest rate"<sup>13</sup> compared to the "6.5% interest rate" normally charged. The prime interest  
3 rate charged by at least 75% of the largest banks have been 4.75% since 1 December  
4 2001.<sup>14</sup>

- 5 • Why should a "premium" be paid for any interest rate higher than the normal  
6 business loan rate?
- 7 • Why should any ratepayer pay any interest on disputed bills before resolution?  
8

9 Issue 1.3 Facts and Unanswered Questions:

10 Citizens' has requested recovery costs incurred in connection with energy risk  
11 management initiatives. Again, additional questions require resolution prior to considering  
12 any potential based on the risk management initiatives. During testimony by Mr. Ferry, he  
13 indicated, "Citizens has implemented several demand-side initiatives targeting commercial  
14 customers."<sup>15</sup> These results of the DSM program were a series of pamphlets, audits ("upon  
15 request")<sup>16</sup>, and recommendations. None of these are DSM programs they are  
16 conservation measures. The only potential "DSM" program he discussed was "Voluntary  
17 Load Curtailment"<sup>17</sup> which still fails to meet the DSM definition for "required programs  
18 targeted at required reductions of peak demand."<sup>18</sup> Only conservation programs were

---

<sup>13</sup> The reference used in Dabelstein Testimony, page 16, from lines 16 to 23, with line 20, indicating 6.0% in a 1999 case. Federal Reserve interest rates were lowered 11 times in the year of 2001. Rates that are more current are reflect today's rates.

<sup>14</sup> See *Wall Street Journal*, 19 February 2002, page C19, "Money Rates." Citizens requested the Federal Reserve Banker's 90-day, non-financial commercial paper rate (Dabelstein Testimony, page 13, lines 18 and 19 and page 14, lines 16 and 17. The above *Wall Street Journal* lists General Electric 90 to 119 day commercial paper loans at 1.83%.

<sup>15</sup> See Direct Testimony of Thomas J. Ferry dated 16 November 2001, hereafter referred to as Kerry Testimony, page 5, lines 18 and 19.

<sup>16</sup> See Ferry Testimony, page 6, line 12. A program that is only responsive "upon request" triggers, is most likely to fail. Without incentives, most commercial business will not be interested in such programs. There appears to have been a limited air conditioner exchange program, for a limited period of time, which did have some success.

<sup>17</sup> See Ferry Testimony, page 6, line 2.

<sup>18</sup> See Power Marketing Association on-line glossary at [www.inter.net/pma](http://www.inter.net/pma) (hereafter PMA) definition for demand-side management "The planning, implementation, and monitoring of utility activities designed to encourage consumers to modify patterns of electricity usage, including the timing and level of electricity demand. It refers only to energy and load-shape modifying activities that are undertaken in response to utility-administered programs. It does not refer to energy and load-shape changes arising from normal operations of the marketplace or from government-mandated energy efficiency standards. DSM covers the complete range of load-shape objectives, including strategic conservation and load management, as well as strategic load growth."

1 discussed in the testimony, with very few "real" measures taken by this company to reduce  
2 demand side electricity consumption.<sup>19</sup>

- 3 • When will Citizens establish a DSM?
- 4 • Why are there very few incentives in the present "DSM" conservation program?
- 5 • When will Citizens permit distributed generation (DG) sources to join in their local  
6 grids?
- 7 • What has Citizens done to encourage DG in its service area?
- 8 • When will residential DSM techniques be implemented?
- 9 • When will "peak demand" be considered as the basis for DSM?
- 10 • When will "load-shaping" be understood and implemented by Citizens?

11  
12 **ISSUE 2: BASIS OF ADDITIONAL TRANSITION RATE INCREASES**

13 I was a party to ACC Case 111, the transmission line system between Sahuarita and  
14 Nogales discussed earlier to provide backup transmission services for Santa Cruz County.  
15 The Power Plant and Transmission Line Siting<sup>20</sup> hearings started on 7 May 2001. I  
16 presented a series of questions<sup>21</sup> that needed to be answered before information would be  
17 available by the committee to make a knowledgeable judgment and ultimate decision. I was  
18 prohibited, several times, by the Siting Committee Chairman from asking questions  
19 concerning "rates" as this was not the subject of those hearings.

20 During my Brief for the Commissioners, during Case 111 Review, I additionally  
21 presented information concerning "rates" but the decision did not appear to be influenced  
22 by that discussion. I am now trying for a third time to have "rate" information considered for  
23 that transmission line project.

24 As discussed earlier, in footnote 1, transmission line charges are a component of  
25 PPFAC.<sup>22</sup> The present transmission charges, using Citizens' 115-kV transmission line are  
26 not in dispute, as Case 111, several times, proved that those transmission lines would  
27 remain the primary transmission line service for Santa Cruz County.<sup>23</sup> During Case 111

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<sup>19</sup> See Ferry Testimony, page 7, lines 1 to 5, 7 to 12, 14 to 19 and lines 21 to page 8 line 8.

<sup>20</sup> Hereafter referred to as the Siting Committee.

<sup>21</sup> See Case 111, Magruder Exhibit 1, "TEP/Citizens Data Request One" of 3 May 2001.

<sup>22</sup> According to Breen, page 8, lines 8 to 10, "Citizens has projected energy sales, quantities of generated and purchased power, the cost of energy purchases, transmission costs and generation costs as part of its amended application. Issue 2 discussed transmission costs that were NOT included in the amended application.

<sup>23</sup> See Case 111 Testimony of Mr. Rasel Craven (Citizens) on 18 June 2001; in response to a question from the Committee, he responded, "The existing 115 line will continue to operate at 115 kV. It will carry load. In

1 hearings, both Citizens and TEP indicated that the new lines were primarily for "backup"  
2 services, even though Citizens has three 18 MW turbo-generators in Nogales.<sup>24</sup> This case  
3 had testimony that indicated backup services were required for an average of 2.049 hours  
4 per year, based on the transmission line outage rate for the past five years, including 1998,  
5 a year with high outage that resulted in ACC Order 62011.<sup>25</sup>

6 The joint Project Development Agreement (PDA) in Case 111 states:

7 "Transmission Service.

8 In addition to the Interconnection Agreement, Citizens will also enter into a service  
9 agreement with TEP covering the provision of 100-MW of firm transmission service to  
10 Citizens from WAPA's and APS' point of interconnection at Saguaro substation to the TEP  
11 Gateway Substation. To the extent the 345-kV configuration of the Project is undertaken  
12 and constructed, the Parties contemplate that the charges or cost to Citizens for  
13 transmission will be designed in a manner to reflect a cost advantage to Citizens over its  
14 initial 115-kV project budget. To the extent the cost (or portion thereof) to Citizens is  
15 structured as a tariff rate, such rate will be consistent with applicable FERC rules and  
16 regulations. Citizens will support any filings made by TEP to the FERC in respect of any  
17 such service...<sup>26</sup>

18  
19 During testimony during Case 111, TEP indicated that the FERC rate would be  
20 \$2.23 per kWh-month, which equates to \$2,230/MWh-month and for 100MW then is  
21 \$223,000 per month for firm transmission services. This amounts to between \$14.00 and  
22 \$15.00 per Citizens customer for the life of the transmission system, which could easily be

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fact, it would most likely be the primary path to service our customers in Santa Cruz." Mr. Ed Beck (TEP) made similar statements. See Case 111 Transcript page 1040 line 20 to line 23.

<sup>24</sup> See Case 111 Testimony of Mr. Beck (TEP), Transcript pages 272 line 25 to page 273 line 1 for transmission line rates charged by TEP and Testimony of Mr. Craven (Citizens), pages 274 lines 17 and 18 for Citizens transmission line rates. Mr. Craven on 18 June 2001, in response to a question "How are you going to recoup your transmission charges" testified, "The transmission costs will go into Citizens rate base. The customers, Citizens' customers will ultimately pay the cost, not only of the transmission construction, but on any operating costs associated with transmission rights on Tucson [Electric] for anybody else's transmission line that happens today, that happens when we have a second line. There is an opportunity in this particular proposal to see recallable transmission rights on the 100 megawatt hat [sic]. That will reduce ultimately the cost to our customers if someone wishes to purchase it." He was then asked "If there's no way to sell it south and it's not needed north, otherwise it would have been used north, Citizens' customers would pay more money, wouldn't they?" and Mr. Craven answered "I do not know yet what the ultimate agreement will be with Tucson [Electric]. We have not finalized those agreements. We simply have an obligation on their part to provide up to 100 megawatts, and it would be presumably under their open access transmission tariff." See Case 111 Transcript page 1058 line 12 to page 1059 line 10.

<sup>25</sup> See Case 111 TEP Exhibit 16, Addendum 2, "Joint Santa Cruz County and City of Nogales, Commission on Energy, Findings, Summary of Technical Issues" of 15 May 2001, page 24, table 2.3-2, total transmission line outages in five years from 1996 to was 10.246 hours + 5 years = 2.049 hours/year of transmission line outage.

<sup>26</sup> See Case 111 Application, Exhibit J-5 "Program Development Agreement (PDA), page 9, paragraph 7B.

1 50 years.<sup>27</sup> Over its lifecycle, Citizens signed an obligation to pay TEP \$133,800,000 for  
2 'backup' services expected to be required for about 2.049 hours per year.

3 Further, during these hearings, Citizens indicated that it intended to "sell" this as  
4 interruptible service to customers in Mexico, so as to not incur the above monthly payments  
5 to TEP. It was discussed during those hearings that Mexico electrical generation and  
6 transmission rates are not "open" but are purchased on 25-year, long-term contracts by  
7 C.F.E, the Mexican electrical utility. Many times during Case 111 hearings, both TEP and  
8 Citizens were asked if such customers for this kind of service had been obtained. None  
9 was always the answer. Case 111 does provide a second transmission line for Citizens,  
10 meets ACC Order 62011, and is should be completed by 31 December 2003 (during six of  
11 the seven years requested by Citizens for PPFAC increase discussed in Issue 1.1 above).

- 12 • Should Citizens be permitted to pass through to its customers any of these  
13 transmission charges for "backup services" when adequate backup now exists in  
14 and thus PPFAC?
- 15 • How much of a "mandated" as a result of low reliability in Santa Cruz County,  
16 should be passed through to Citizens?
- 17 • Has Citizens overstepped its corporate fiduciary capability by making such a  
18 negative agreement for all ratepayers?
- 19 • Will Mohave County ratepayers participate in this "buy" of "backup" electricity?

20 Mr. Breen testified that "securing greater resources than necessary means, at best,  
21 under-utilized capacity, and at worst, potentially having to pay for power never taken."<sup>28</sup>  
22 This implies "cutting too close" when peak exists, which the present problem with the APS  
23 supply.

- 24 • Is Citizens going to "potentially having to pay for power never taken" and thus,  
25 "pass through" these charges to its customers?

26

---

<sup>27</sup> Annually, Citizens will pay TEP \$2,676,000 and for a 50-life cycle totaling \$133,800,000 for TEP for a 20% of a project's capability that has a capital cost of \$72,500,000 for 500 MW. TEP never admitted during Case 111 that any larger capacity would be used, as it has supply problems. I still believe this project will be for a 1,000 MW transmission line service as was stated by TEP personnel during a meeting with residents of a local community very concerned about these transmission lines. Since I have only been told this, I cannot verify 1,000 MW as its capacity, even though it has a capability for 1,000 MW. See Case 111 Transcript, testimony of Mr. Jerry Smith (ACC staff), page 833 line 17 to page 834 line 1.

<sup>28</sup> See Breen Testimony, page 6, lines 6 to 8.

1 **Part III – Conclusions**

2 Based on poor management, foresight, planning, initiative, and due diligence,  
3 Citizens has not presented a compelling case for any of the issues presented. Citizens' has  
4 not acknowledged the additional obligations, exceeding \$2.5 million per year, in Case 111.  
5 Citizens' has no risk management, demand side management or capabilities to operate as  
6 a successful company in this state. With such a demonstration, and since this company  
7 has been for sale for over three years, Citizens capabilities to manage past, present and  
8 future electricity services in this state are out of control. Citizens' remote, non-Arizona top  
9 management has avoided participating in keeping this company viable in Arizona.  
10

11 **Part IV – Recommended Action for the Commissioners**

12 Of all the electrical utilities in Arizona, Citizens appears to have the most ineffective  
13 management, foresight and abilities to do business in this state.  
14

15 **Recommendation 1** – Citizens be given 30-days to turnover management of this  
16 public utility to a receivership established by the Arizona Corporation Commission. Such  
17 receivership shall determine the fair market value of both the Mohave and Santa Cruz  
18 County divisions, separate assets between them and start proceedings to establish rural  
19 cooperatives for each division. Time is critical for this to be completed by summer of 2002  
20 peak season, thus, the Arizona Corporation Commission will assume the “board of  
21 directors” role for these two cooperatives in order to expedite local ownership and  
22 management. The goal shall be to complete such ownership not later than 31 December  
23 2002. Upon completion, the ACC will compensate Citizens the fair market value.  
24

25 **Recommendation 2** – In order to resolve payment of Citizens obligation:

26 Issue 1.1 (FFPAC charges). Citizens will be granted a 25% of actual PPFAC, to be  
27 collected from ratepayers over next five (5) years and to be completed by 31 December  
28 2007. The new cooperative shall manage payment to Citizens. Ratepayers will not be  
29 required to pay the other 75%. Citizens' should seek other sources for payment.

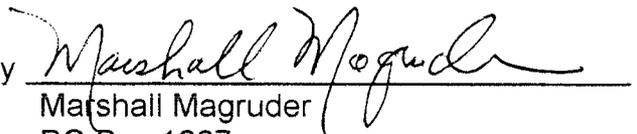
30 Issue 1.2 (FFPAC bank). Citizens will be granted a 4.75% interest rate for FFPAC  
31 bank interest only on obligations permitted in Issue 1.1 above.

32 Issue 1.3. (Risk Management). The new rural utilities shall be required to establish  
33 effective risk management programs.

1            Issue 2 (New Transmission Charges). Citizens' will be requested to negotiate a new  
2 agreement with TEP, changing "100 MW" to "as negotiated." This permits competitive  
3 options for the Santa Cruz County. If unsuccessful in such negotiations, the ACC will  
4 intervene with TEP.

5  
6  
7            Respectfully submitted this 19<sup>th</sup> day of February, 2002.

8    MARSHALL MAGRUDER

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