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AZ CORP COMMISSION
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BEFORE THE ARIZONA CORPORATION COMMISSION

TUCSON ELECTRIC POWER
COMPANY, an Arizona corporation,

DOCKET NO. E-00001-99-0243

Complainant,

**CYPRUS SIERRITA CORPORATION'S
THIRD SET OF DATA REQUESTS TO
TUCSON ELECTRIC POWER COMPANY**

v.

CYPRUS SIERRITA CORPORATION,
a Delaware corporation,

Respondent.

Arizona Corporation Commission
DOCKETED

SEP 02 1999

DOCKETED BY 

19
 20 Cyprus Sierrita Corporation ("Cyprus") hereby submits its Third Set of Data
 21 Requests to Tucson Electric Power Company ("TEP") under the above-captioned
 22 docket. Pursuant to the August 9, 1999 procedural order in this docket, TEP's
 23 responses to this Second Set of Data Requests are due within five (5) days.

DEFINITIONS

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1. "You," "your," "yours," "TEP" and "TEP's" shall refer to the complainant in the above-referenced docket Tucson Electric Power Company and all of its parents, subsidiaries and affiliates.
2. "Cyprus" shall mean Cyprus Sierrita Corporation, the respondent in the above-referenced docket.
3. "Commission" refers to the Arizona Corporation Commission.
4. "FERC" means the Federal Energy Regulatory Commission.
5. "SEC" means the Securities and Exchange Commission.
6. "Sierrita Mine" refers to the mine and mills and related facilities Cyprus owns and operates in Pima County.
7. "Agreement" refers to the Electrical Services Agreement between TEP and Cyprus governing the provision of electric utility services to the Sierrita Mine entered into or about February 6, 1991 and approved by the Commission on or about April 3, 1991.
8. "Second Amendment" refers to an amendment to the Agreement between TEP and Cyprus entered into on or about November 8, 1996 and approved by the Commission on or about November 26, 1996, governing, among other things, the rates, charges and methodology utilized to calculate the billing demand and energy charge components included in the price of power provided by TEP to Cyprus.
9. "Complaint" means the formal complaint TEP filed against Cyprus before the Commission under docket no. E-00001-99-0243 on or about May 5, 1999.
10. "Document" means any physical thing containing information, including without limitation of the generality of the foregoing any affidavit, agreement of any kind (or memorandum thereof) analysis (formal or informal), application, appointment calendar, appraisal, assignment, audit, bill, bill of lading, bill of sale, blueprint, book of

1 account, bulletin, certificate (of any kind), chart, compilation of data or statistics, computer
2 input or output material (including but not limited to any computer program, printout or
3 plotter output), computer storage device (including but not limited to any magnetic tape,
4 pater tape, magnetic disk, magnetic card, punch card, mass storage device, diskette,
5 floppy disk, core storage or other computer memory), contract, correspondence (sent or
6 received), data sheet, diagram, diary, drawing, evaluation, examination or examination
7 results, financial statement, financing statement, forecasting or projection, form (whether
8 or not filled out), graph, instructions, instrument (including but not limited to any negotiable
9 or non-negotiable instrument), inventory, invoice, ledger or ledger sheet, list, log or
10 logbook, manuscript, map, memorandum, message (including but not limited to any
11 report of any telephone conversation, conference or other conversation), microfilm,
12 notebook, note or notes or summarization or any communication (including but not limited
13 to any conversation, telephone conversation, personal interview or conference), notes or
14 summarization of any meeting (including but not limited to any negotiations, class,
15 seminar, conference, rally, convention, lecture, sessions or formal or informal discussion),
16 outline, paper, plans, planning materials, promissory note or other evidence of
17 indebtedness, position paper, prospectus, publication (including but not limited to any
18 book, booklet, circular, magazine, newspaper, pamphlet or periodical), purchase order,
19 questionnaire, raw or uncompiled data or statistics, receipt, recording of any kind
20 (whether or not transcribed), register, report, schedule, schematic, scroll, specifications,
21 statement, study (formal or informal), survey, tablet, telegram (sent or received), telex,
22 test or test results, working paper, writing, or other data compilation from which
23 information can be obtained or translated through detection devises to reasonable usable
24 form when translation is practicable or necessary, and includes any original, draft (with or
25 without notes or changes thereon) or copy (with or without notes or changes thereon) of
26 any of the foregoing. Any such document bearing on any position thereof any mark

1 (including but not limited to initials, stamped indicia, comments or notations of any
2 character) not a part of the original test or photographic reproduction thereof, is to be
3 considered as a separate document.

4 11. The term "any and all documents" encompasses each and every
5 document in your possession, custody or control, including documents provided by you to
6 your lawyers, that you have reviewed, considered, relied upon, generated, received,
7 and/or provided to any other person, at any time and in any context.

8 12. The terms "reflecting," "concerning," "pertaining," "referring," or
9 "relating to" mean, in addition to their customary and usual meaning, reporting on,
10 regarding, showing or indicating knowledge of, mentioning, discussing, reflecting,
11 recording, constituting, embodying, setting forth, and/or evidencing.

12 13. The terms "communication" and "correspondence" mean any letter,
13 telegram, or other writing (including electronic mail) which is transferred from one person
14 to another, and also any note, memorandum or other writing reflecting, concerning,
15 pertaining, referring or relating to any oral conversation conducted by whatever means
16 between two or more persons.

17 14. "Any," "each," "every," and "all" shall be read to be all-inclusive and
18 to require the enumeration of each and every item responsive to all or any part of each
19 request in which such term appears.

20 15. "And" and "or" and any other conjunctions or disjunctions used
21 herein shall be read both conjunctively and disjunctively so as to require the
22 enumeration of all information responsive to all or any part of each request in which any
23 conjunction or disjunction appears.

24 16. Any pronoun shall mean the masculine, feminine, or neuter gender
25 and singular or plural as in each case may be appropriate.

26

1 (a) Identify each such document with sufficient particularity as to the
2 author(s), addressee(s), recipient(s), and contents to allow Cyprus to bring the matter
3 before the Hearing Officer;

4 (b) State the nature of the privilege(s) asserted; and

5 (c) Explain the factual basis for the claim of privilege.

6 **DATA REQUESTS**

7 1. Identify by (i) name (ii) title, (iii) current position and duties, and (iv)
8 last known address and telephone number the person(s) who prepared or authored the
9 document Bates labeled TDR 10067 that TEP produced in response to Cyprus' data
10 request R1.9.

11 2. Provide copies of "the July 1997 FERC accounting rules
12 clarification of FERC Account 501" that you allege in paragraph 18 of the Complaint
13 "required [TEP] to remove certain Valencia costs from FERC Account 501 because
14 those costs no longer met the FERC Account 501 definition."

15 3. Provide copies of any and all documents, including but not limited
16 to notes, intra- and interoffice memoranda, communication and correspondence
17 (including electronic mail transmissions), concerning, relating, or referring to (a) the July
18 1997 FERC accounting rules clarification referenced in paragraph 18 of the Complaint
19 and (b) the effect(s) of such clarification on TEP's billing of Cyprus for the energy
20 charge portion of the price of electric power and energy.

21 4. Provide copies of any and all FERC accounting rules, regulations,
22 guidelines and definitions that governed, controlled or applied to TEP's FERC Account
23 501 from January 1, 1995 through the present.

24 5. Identify by (i) name, (ii) title, (iii) employer, and (iv) last known
25 address and telephone number each and every consultant and non-employee expert
26

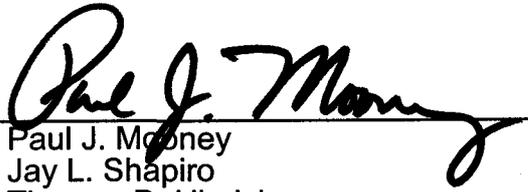
1 that TEP has retained to testify at trial in this docket. For each person identified, please
2 provide a copy of her/his curriculum vitae.

3 6. Provide copies of TEP's 10k filings with the SEC for 1995 and
4 1996.

5 7. Provide copies of all of TEP's 10q filings with the SEC for 1996 and
6 1997.

7 DATED this 2nd day of September, 1999.

8 FENNEMORE CRAIG

9
10 By 

11 Paul J. Mooney
12 Jay L. Shapiro
13 Thomas D. Ulreich
14 Attorneys for Cyprus Sierrita
15 Corporation

16 ORIGINAL and ten copies of
17 the foregoing filed this 2nd day of
18 September, 1999, with:

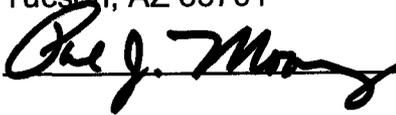
19 Docket Control
20 Arizona Corporation Commission
21 1200 West Washington Street
22 Phoenix, AZ 85007

23 COPY of the foregoing mailed
24 this 2nd day of September,
25 1999, to:

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