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Arizona Corporation Commission

DOCKETED
REFER TO FILE NO. 109-29-15

JUN 29 2000

June 29, 2000

DOCKETED BY

Deborah R. Scott, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Re: Navopache's request to extend the date to prepare unbundled bills.
Docket Nos. RE-00000C-94-0165 and E-01787A-98-0465.

Dear Ms. Scott:

Navopache Electric Cooperative, Inc. ("Navopache"), pursuant to Decision No. 62612 approving Navopache's Stranded Cost and Unbundled Standard Offer Rates Settlement Agreement, requests permission from the Utilities Division to extend the date for Navopache to prepare unbundled bills from July, 2000 to December 31, 2000.

Decision No. 62612 modified Navopache's CC&N to permit competitive retail access consistent with Navopache's Stranded Cost Settlement Agreement and the Retail Electric Competition Rules. See Commission Decision No. 62612 attached. The Decision also requires Navopache, no later than July of 2000, to prepare all customer/member bills in a format listing the unbundled cost elements. The Decision, however, also provides Navopache the ability to extend the date to render unbundled bills in the event that Navopache experiences software conversion problems.

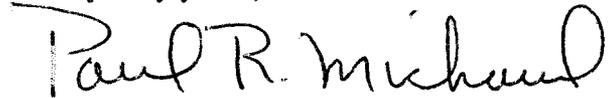
Navopache is experiencing software conversion problems. At present, these problems make it impossible for Navopache to provide its customers/members with an accurate unbundled bill. Although Navopache and its software consultant are working diligently to resolve the software problem, it will be several months before Navopache will be confident that it can prepare customer/member bills in an unbundled format accurately.

Ms. Deborah r. Scott, Director
Arizona Corporation Commission
June 29, 2000
Page 2

Accordingly, Navopache requests permission from the Commission to extend the date to submit unbundled bills to its customers/members from July of 2000 to December 31, 2000. So as to not hinder competition, Navopache will include a listing of its unbundled billing rates inserted into its customer's/member's regular monthly bill envelopes. Navopache will continue this practice until the software conversion problem is resolved.

Navopache's management is available to discuss the software conversion problem with the Utilities Division Staff, if the Commission so desires. Meanwhile, please contact Martinez & Curtis, P.C. if you have any problems or concerns.

Very truly yours,



Paul R. Michaud
For the Firm

PRM/trs

Enclosures: Commission Decision No. 62612
Certificate of Mailing

cc: Mr. Wayne A. Retzlaff
Mr. Paul O'Dair
Mr. Dennis Hughes
Mr. David Berry

CERTIFICATE OF MAILING

A copy of the letter to the Commission regarding Navopache's request to extend the date to prepare unbundled bills and a copy of Commission's Decision No. 62612 mailed this 29th day of June, 2000 to Service Lists for RE-00000C-94-0165 and E-01787A-98-0465.

By 
Kristina R. Stowe
Secretary to Paul R. Michaud

BEFORE THE ARIZONA CORPORATION COMMISSION

DOCKETED

NOTE FILE NO. 109-29-15-2
XEROX ALL PLEADINGS
COPIES TO MAC FRM, WPS

CARL J. KUNASEK
CHAIRMAN
JIM IRVIN
COMMISSIONER
WILLIAM A. MUNDELL
COMMISSIONER

JUN 09 2000

STAMPED DATE
ROUTED TO MAC FRM, WPS

DOCKETED BY [Signature]

DO NOT FILE UNTIL
ALL ITEMS CHECKED
AND INITIALED [Signature]

IN THE MATTER OF COMPETITION IN THE
PROVISION OF ELECTRIC SERVICES
THROUGHOUT THE STATE OF ARIZONA.

DOCKET NO. RE-00000C-94-0165

IN THE MATTER OF THE STRANDED COST
FILING AND REQUEST FOR A WAIVER OF
CERTAIN PORTIONS OF THE RULES FILED BY
NAVOPACHE ELECTRIC COOPERATIVE.

DOCKET NO. E-01787A-98-0465

DECISION NO. 62612

OPINION AND ORDER

DATE OF HEARING: April 5, 2000
PLACE OF HEARING: Phoenix, Arizona
PRESIDING OFFICER: Jane L. Rodda
APPEARANCES: Paul Michaud, Martinez & Curtis PC, on behalf of Navopache Electric Cooperative, Inc.; and
Janet Wagner, Staff Attorney, Legal Division, on behalf of the Utilities Division of the Arizona Corporation Commission.

BY THE COMMISSION:

Having considered the entire record herein and being fully advised in the premises, the Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

FINDINGS OF FACT

1. Navopache Electric Cooperative, Inc, ("Navopache") is a member owned non-profit electric cooperative engaged in the distribution and sale of power and energy to its member/customers in Arizona and New Mexico. Navopache has approximately 24,000 members in Navajo, Apache, Greenlee, and Gila Counties, Arizona and Catron County, New Mexico.
2. In Decision No. 61283 (December 14, 1998), The Commission approved Navopache's unbundled rates for distribution service, metering service, meter reading service, billing service, and a public benefits charge. In the same Decision, the Commission approved the use of Navopache's current tariffs as its standard offer tariffs.

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JUN 14 2000

MARTINEZ & CURTIS

1 3. In Decision No. 61969 (September 29, 1999) the Commission adopted the Retail
2 Electric Competition Rules (A.A.C. R14-2-201 *et seq.* and R14-2-1601 *et seq.*) introducing retail
3 electric competition in Arizona.

4 4. In Decision No. 61677 (April 27, 1999), the Commission adopted guidelines for
5 establishing stranded costs and unbundling tariffs for Affected Utilities, as defined in A.A.C. R14-2-
6 1601.

7 5. Navopache is an Affected Utility pursuant to A.A.C. R14-2-1601.

8 6. Pursuant to Decision No. 61677 and in a Procedural Order dated April 21, 1999, the
9 Commission required Affected Utilities to submit supplements or amendments to their stranded cost
10 filings submitted previously. The April 21, 1999 Procedural Order set dates for filing testimony and
11 conducting hearings.

12 7. On June 14, 1999, Navopache submitted its stranded cost filing in the form of written
13 testimony.

14 8. On August 11, 1999, the Commission's Utilities Division Staff ("Staff") filed written
15 testimony on Navopache's stranded cost filing and standard offer rates.

16 9. On August 25, 1999, Navopache filed rebuttal testimony.

17 10. On January 13, 2000, the Arizona Community Action Association ("ACAA") filed
18 comments concerning Navopache's stranded cost filing.

19 11. Pre-hearing conferences were held on September 24, 1999, December 29, 1999,
20 February 23, 2000 and March 30, 2000, at which time the parties indicated a willingness and desire to
21 attempt to reach a settlement regarding stranded costs and unbundled standard offer rates.

22 12. Pursuant to a Procedural Order dated March 3, 2000, the parties were ordered to file a
23 Settlement Agreement, if they had reached one, by March 17, 2000, and a hearing was set for April 5,
24 2000.

25 13. On March 17, 2000, Navopache, Staff and the ACAA filed a proposed Settlement
26 Agreement that resolved all issues concerning stranded costs and unbundled rates. A copy of the
27 Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference.

28 14. Navopache provided notice of the Settlement Agreement to all intervenors and

1 interested parties.

2 15. All intervenors and interested parties were sent notice of all pre-hearing conferences
3 and Procedural Orders concerning the conduct of this proceeding.

4 16. A hearing convened on April 5, 2000, with testimony provided by Dr. David Berry on
5 behalf of Navopache and Ms. Elaine Sanders on behalf of Staff.

6 17. At the time of the hearing, Navopache purchased its power supply and associated
7 transmission and ancillary services on a bundled basis from Plains Electric Generation and
8 Transmission Cooperative, Inc. ("Plains") which is located in New Mexico.

9 18. Navopache's generation-related stranded costs arise from the stranded costs of its
10 power supplier, Plains. During 1998, Plains conducted an auction and sale of its assets. The
11 successful bidder for Plains' assets was a joint proposal of Tri-State Generation and Transmission
12 Association, Inc ("Tri-State") and Public Service Company of New Mexico ("PNM").

13 19. Under the terms of the Tri-State/PNM proposal, Plains will merge with Tri-State and
14 will cease to exist. Plains' member cooperatives, of which Navopache is one, can select either Tri-
15 State or PNM as its power supplier.

16 20. Navopache selected PNM as its power supplier and is negotiating a power supply
17 agreement and transmission agreement with PNM. Navopache selected PNM because it gave
18 Navopache greater flexibility by enabling Navopache to terminate the contract after 10 years instead
19 of 22 years, and the expected cost over ten years under the PNM contract is expected to be lower than
20 the expected costs under a contract with Tri-State.

21 21. Prior to the closing of the Plains/Tri-State merger, Navopache must pay Plains \$234
22 per kW of coincident peak demand during 1998. PNM will advance funds to Navopache to make this
23 payment. The amount of \$234 per kW is intended to keep Tri-State whole as a result of Navopache
24 selecting PNM as its power supplier. Thus, the amount of \$234 per kW represents Navopache's
25 share of Plains' stranded cost.

26 22. Navopache's share of Plains' stranded cost is \$11,785,410.

27 23. Navopache requested to collect its share of Plains' stranded cost over a period of 10
28 years through a Competitive Transition Charge ("CTC") applied to Navopache's distribution

1 customers.

2 24. Pursuant to the terms of the Settlement Agreement, Navopache will access a CTC of
3 \$0.00605 per kWh in the first contract year. In every year of the PNM contract, the annual amount of
4 Navopache's share of Plains' stranded costs is \$1,775,645. The amount of the CTC, which was
5 determined by dividing the costs by Navopache's forecasted sales, may vary each year. Pursuant to
6 the terms of the Settlement Agreement Navopache may modify the CTC annually as forecasted total
7 kWh sales in its service territory change.

8 25. Under the terms of its power contract with PNM, Navopache's purchased power costs
9 decrease from the amount paid under its contract with Plains. As a result, Navopache's Standard
10 Offer rate to its members/customers will decrease, including the recovery of stranded costs.

11 26. Navopache's stranded costs and unbundled standard offer rate elements as reflected in
12 the Settlement Agreement are just and reasonable and in the public interest and should be approved.

13 27. It is reasonable to require Navopache to submit any proposed changes of its CTC
14 based on revised annual sales forecasts to the Director of the Utilities Division sixty days prior to the
15 date of planned implementation and that if the Director of the Utilities Division takes no action
16 within 30 days of receiving Navopache's revised CTC calculation that the proposed CTC go into
17 effect without further action of the Commission.

18 28. It is reasonable that any under or over collection of stranded costs in any year be
19 factored into the calculation of the CTC for the next year and that at the end of the ten year period
20 any over-collected amount be refunded to Navopache customers.

21 29. Navopache does not at present plan to offer Competitive Services through any
22 competitive electric affiliate or to be a member of any electric cooperative that plans to offer
23 Competitive Services in Arizona. Pursuant to R14-2-1616(A), Navopache is not at present required
24 to file a Code of Conduct.

25 30. Subsequent to the negotiation of the Settlement Agreement, the parties learned that the
26 New Mexico Public Regulation Commission ordered an allocation of the gain in the sale of the Plains
27 assets to Navopache. At the time of the hearing the parties did not know how the gain should be
28 treated for rate making purposes. Staff and Navopache agreed that in order to expeditiously facilitate

1 competition in Navopache's service territory, the issue should be considered in Navopache's next rate
2 case. Navopache expects to file a rate case no later than March 31, 2001.

3 CONCLUSIONS OF LAW

4 1. Navopache is a public service corporation within the meaning of Article XV of the
5 Arizona Constitution and A.R.S. §§40-202, -203, -250, -321, -322, -336, -361, -365, -367, and under
6 the Arizona Revised Statutes, Title 40, generally.

7 2. The Commission has jurisdiction over Navopache and the subject matter of this
8 proceeding.

9 3. Notice of the proceeding was provided as required by law.

10 4. The Settlement Agreement attached hereto as Exhibit A is just and reasonable and in
11 the public interest and should be approved.

12 5. Navopache should be authorized to implement its Stranded Cost Recovery Plan as set
13 forth in the Settlement Agreement.

14 6. Navopache's unbundled Standard Offer rates as set forth in the Settlement Agreement
15 are just and reasonable and should be approved.

16 7. Navopache's Certificate of Convenience and Necessity should be modified in order to
17 permit competitive retail access in Navopache's service territory.

18 8. The recommendations set forth in Findings of Fact Nos. 27, 28 and 30 are reasonable
19 and should be adopted.

20 ORDER

21 IT IS THEREFORE ORDERED that the Settlement Agreement attached hereto as Exhibit A
22 is approved.

23 IT IS FURTHER ORDERED that Navopache Electric Cooperative, Inc.'s Certificate of
24 Convenience and Necessity is hereby modified to permit competitive retail access consistent with this
25 Decision and the Retail Electric Competition Rules.

26 ...

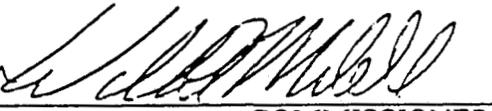
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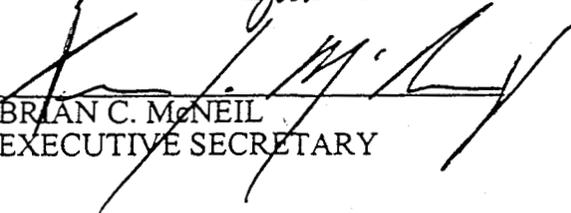
1 IT IS FURTHER ORDERED that Navopache Electric Cooperative, Inc. shall comply with
2 Findings of Fact Nos. 27, 28 and 30.

3 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

4 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

5
6   
7 CHAIRMAN COMMISSIONER COMMISSIONER
8

9 IN WITNESS WHEREOF, I, BRIAN C. McNEIL, Executive
10 Secretary of the Arizona Corporation Commission, have
11 hereunto set my hand and caused the official seal of the
12 Commission to be affixed at the Capitol, in the City of Phoenix,
13 this 9th day of June, 2000.

14 
BRIAN C. McNEIL
EXECUTIVE SECRETARY

15 DISSENT _____
16 JR:dap

1 SERVICE LIST FOR:

NAVOPACHE ELECTRIC COOPERATIVE, INC.

2 DOCKET NOS.:

RE-00000C-94-0165 and E-01787A-98-0465

3

4 Service List of RE-0000C-94-0165

5 Lyn Farmer, Chief Counsel
LEGAL DIVISION

6 Arizona Corporation Commission
1200 W. Washington Street
7 Phoenix, Arizona 85007

8 Deborah Scott, Director
9 Utilities Division
Arizona Corporation Commission
10 1200 W. Washington Street
Phoenix, Arizona 85007

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EXHIBIT A

SETTLEMENT AGREEMENT

April 5, 2000

This settlement agreement ("Agreement") is entered into on or about April 5, 2000, by Navopache Electric Cooperative, Inc. ("Navopache"), the Arizona Corporation Commission, Utilities Division Staff ("Staff"), and the Arizona Community Action Association ("ACAA"), hereinafter collectively referred to as "the Parties". The Parties stipulate and agree to the following settlement provisions in connection with matters submitted by Navopache to the Arizona Corporation Commission ("Commission") regarding Navopache's implementation plan for stranded cost recovery and unbundled standard offer rates.

RECITALS:

1. Navopache is an electric cooperative engaged in the distribution and sale of power and energy to its members/customers in the States of Arizona and New Mexico.
2. The Commission has adopted Retail Electric Competition Rules (A.A.C. R14-2-201 *et seq.* and R14-2-1601 *et seq.*) introducing retail electric competition in Arizona.
3. Navopache currently purchases its power supply and associated transmission and ancillary services on a bundled basis from Plains Electric Generation and Transmission Cooperative, Inc. ("Plains"), which is located in New Mexico.
4. Navopache intends to purchase its power supply and certain ancillary services on a partially unbundled basis from Public Service Company of New Mexico ("PNM") and also from the Western Area Power Administration. Navopache also intends to purchase transmission service and some ancillary services from PNM under a separate

contract. In addition, Navopache will obtain power and energy from renewable resources if mandated by the Commission to do so.

5. In Decision No. 61283, dated December 14, 1998, the Commission approved Navopache's unbundled rates for distribution service, metering service, meter reading service, billing service, and a public benefits charge (system benefits charge). In the same Decision, the Commission approved the use of Navopache's current tariffs as its standard offer tariffs.

6. In Decision No. 61677, and in a Procedural Order dated April 21, 1999, the Commission required Affected Utilities, as defined in A.A.C. R14-2-1601, to submit supplements or amendments to their stranded cost filings submitted previously. The April 21, 1999 Procedural Order set dates for filing testimony and conducting hearings.

7. Navopache submitted its stranded cost filing in the form of written testimony on June 14, 1999.

8. On August 11, 1999, Staff submitted its written testimony on Navopache's stranded cost filing and on Navopache's standard offer rates.

9. On August 25, 1999, Navopache filed its rebuttal testimony, responding to Staff's August 11, 1999 testimony.

10. On September 24, 1999, a pre-hearing conference was held, at which time the Hearing Officer suggested that the Parties attempt to reach a settlement regarding stranded costs and unbundled standard offer rates.

11. Navopache provided notice to all intervenors and interested parties, included on the service list in Docket No. E-01787A-98-0465 regarding Navopache's

stranded cost settlement negotiations, and all interested parties and intervenors had a fair opportunity to participate in the settlement negotiations resulting in this Agreement.

SETTLEMENT AGREEMENT:

The Parties agree as follows:

1. Purpose of the Agreement.

1.1 The purpose of this Agreement is to resolve contested matters regarding Navopache's stranded costs and unbundled standard offer rates in a manner consistent with the public interest. Nothing contained in this Agreement is an admission by any Party that any of the positions taken, or that might be taken by each in formal proceedings, is unreasonable. Acceptance of this Agreement by the Parties does not prejudice any Party in these proceedings on any position pertaining to Navopache's stranded costs and unbundled standard offer rates.

1.2 This Agreement constitutes a final and complete resolution of all currently known outstanding issues pertaining to Navopache's stranded costs and standard offer rates.

2. Stranded Costs.

2.1 The Parties agree that Navopache's Implementation Plan for Stranded Cost Recovery, as set forth in Navopache's testimony filed on June 14, 1999 and reflected in Exhibit A to this Agreement, should be approved by the Commission.

2.2 The Parties recognize that there may be circumstances in which the Commission may grant recovery of certain costs related to the implementation of competition. Navopache may request such recovery outside a rate case. Staff will evaluate, at the time such a request is made, whether the application may be appropriately

processed outside a rate case. Examples of such costs are training costs for use of new billing software, the costs of new billing software, or the costs of new metering equipment incurred to meet the requirements of the Commission's Retail Electric Competition Rules.

3. Fair Access for Potential Competitors.

3.1 Fair access by potential competitive suppliers to Navopache's customers is ensured through the nondiscriminatory application of Navopache's unbundled rates.

3.2 Navopache's power sale agreement with PNM recognizes that Arizona has adopted a policy of retail electric competition.

3.3 Pursuant to R14-2-1616(A), Navopache is not at present required to file a Code of Conduct. Navopache does not, at present, plan to offer Competitive Services through any competitive electric affiliate. Additionally, Navopache is not, and does not plan at this time to be, a member of any electric cooperative that plans to offer Competitive Services in Arizona.

3.4 Navopache, at present, has no market power in the electric generation market.

4. Unbundled Standard Offer Tariffs and Bills.

4.1 Navopache does not, at present, have sufficient information to provide unbundled rates for all services.

4.2 Navopache does not, at present, have billing software that can print out unbundled charges. However, Navopache intends to have this software in place by July 2000. If Navopache's testing of new software indicates that errors in bills may occur, Navopache may extend the intended date for rendering unbundled bills. Navopache will

notify the Commission Staff by letter of the need for any such extensions beyond July 2000.

4.3 Within 20 days of the Commission's issuance of an order approving this Agreement, Navopache will file an unbundled standard offer tariff.

4.3.1 In the tariff, Navopache will: a) unbundle its standard offer distribution, metering, meter reading, billing, and public benefits rates (systems benefits charge) as set forth in its approved unbundled services rates, b) indicate that power supply, transmission, and ancillary service costs cannot be unbundled while service is supplied by Plains, c) indicate that power supply, transmission, and ancillary service costs per kWh vary from month to month, d) indicate that power supply, transmission, and ancillary service costs will be recovered through the purchased power cost adjustment mechanism, e) indicate that PNM charges for generation, transmission and ancillary services will not be unbundled until Navopache's tariffed rates are addressed in Navopache's next rate case proceeding, and f) set forth the stranded cost recovery charge (also called the Competitive Transition Charge or CTC) of \$0.00605 per kWh (effective when service from PNM starts and continuing for ten years), which can be automatically modified annually as total kWh sales (including kWh sales by third parties to Navopache's distribution customers) in its service territory change or which can be automatically reduced at any time if Navopache exercises its right to prepay the remaining principal associated with the Part One Demand Charge as explained on page 7 of Navopache's testimony filed on June 14, 1999. Navopache will notify

the Commission by letter of changes in the stranded cost recovery charge pursuant to this Section 4.3.1.

4.3.2 Navopache's customers who choose a competitive electric supplier will purchase generation, transmission, and ancillary services from an entity other than Navopache. These customers must obtain necessary distribution and other services from Navopache under Navopache's unbundled tariffs and must pay the stranded cost recovery charge or CTC.

4.3.3 Exhibit B to this Agreement sets forth the standard offer service rate elements, which will appear in Navopache's standard offer service tariff.

4.3.4 Until Navopache has tested and implemented its new billing system, it will not be able to include unbundled rates in its bills. Until unbundled bills are sent to customers, Navopache will include in its monthly newsletter (which is sent out with bills) its unbundled rates so that consumers may compare Navopache's standard offer service with competitive service. After the new billing system is in place, and to the extent allowed by the billing software, charges will be presented as follows: a) for generation, transmission, and ancillary services combined, charges at the current implicit tariffed rate, b) for generation, transmission, and ancillary services combined, the purchased power adjustment, c) for generation, transmission, and ancillary services combined, the net charge, d) the competition transition charge, e) metering charges, f) meter reading charges, g) distribution service charges (including billing charges), h) system benefits charges, i) the regulatory assessment, and j) applicable taxes.

5. Commission Action

5.1 Each provision of this Agreement is in consideration and support of all other provisions, and expressly conditioned upon acceptance by the Commission without material change. In the event that the Commission fails to adopt this Agreement according to its terms by July 31, 2000, this Agreement will be considered withdrawn and the Parties will be free to pursue their respective positions in any proceedings regarding Navopache's stranded cost and unbundled standard offer rates without prejudice.

5.2 The Parties may, by mutual agreement, extend the date set forth in Section 5.1.

5.3 The Parties must make all reasonable and good faith efforts necessary to obtain final approval of this Agreement by the Commission.

5.4 The Parties will actively defend this Agreement in the event of any challenge to its validity or implementation.

5.5 To the extent any provision of this Agreement is inconsistent with any existing Commission order, rule, or regulation or is inconsistent with the Retail Electric Competition Rules, the provisions of this Agreement will control and the approval of this Agreement by the Commission will be deemed to constitute a Commission-approved variation or exemption to any conflicting provision of the Retail Electric Competition Rules.

6. Limitations.

6.1 The terms and provisions of this Agreement apply solely to and are binding only in the context of the provisions and results of this Agreement, and none of the

positions taken herein by the Parties will be referred to, cited, or relied upon by any other Party in any fashion as precedent or otherwise in any proceeding before the Commission or any other regulatory agency or before any court of law for any purpose except in furtherance of the purposes and results of this Agreement.

6.2 Navopache and PNM have entered into a Power Sale Agreement ("PSA"), and are currently negotiating a Transmission Agreement. Navopache's stranded cost plan and this Agreement are contingent upon the successful completion and implementation of the PSA and the Transmission Agreement. The PSA is conditioned upon several factors including the successful completion of the merger of Plains and Tri-State Generation and Transmission Association, Inc.

6.2.1. If the PSA between Navopache and PNM is not implemented because the conditions for implementation listed in Section 3.3 of the PSA are not met, or the PSA is substantially modified so as to materially affect Navopache's stranded costs, then Navopache may re-file with the Commission a new stranded cost recovery plan under Commission Decision No. 61677.

6.2.2. Additionally, if Navopache is unable to negotiate a Transmission Agreement to obtain transmission service (in conjunction with the PSA) on reasonable terms and conditions within 60 days after the implementation of the PSA, then Navopache may re-file with the Commission a new stranded cost recovery plan under Commission Decision No. 61677.

7. **Miscellaneous Matters.**

7.1 The procedural schedule currently in place in connection with Navopache's stranded costs and unbundled standard offer rates will be suspended pending the

Commission's consideration of issuing an order approving this Agreement. The procedural schedule currently in place in connection with Navopache's stranded costs and unbundled standard offer rates will be vacated upon the issuance of this order.

7.2 If any portion of the Commission order approving this Agreement or if any provision of this Agreement is declared by a court or regulatory body to be invalid or unlawful in any respect, then any Party to this Agreement may, at its sole discretion, have no further obligation or liability under this Agreement.

7.3 In the event of any dispute over the interpretation of this Agreement or the implementation of any of the provisions of this Agreement, the Parties will promptly convene a conference and in good faith shall attempt to resolve such dispute.

7.4 The Parties are aware that there is a rulemaking matter pending before the Commission in Docket No. E-00000A-99-0205 concerning the possible implementation of an Environmental Portfolio Standard.

7.5 On February 22, 2000, the New Mexico Public Regulation Commission ("NMRC") issued a final order in Utility Case No. 2989, which ordered Tri-State Generation and Transmission Association, Inc. and Plains to pay to each of Plains' thirteen member cooperatives (including Navopache) a share of the \$5.2 million gain from Plains' sale of its transmission and other assets to PNM. Navopache's share of the gain is expected to be approximately \$878,000.

7.5.1. Navopache became aware of the NMRC's final order in Utility Case No. 2989 on or about March 31, 2000 and immediately informed Commission Staff. This was approximately three business days before the hearing in this matter, currently scheduled for Wednesday, April 5, 2000. At this time, the parties cannot determine

whether Navopache's share of the gain from Plains' sale of its transmission and other assets to PNM should apply to Navopache's distribution rates, generation rates, the CTC, or some combination of these.

7.5.2. Navopache intends to file a rate case before the end of the year, and Staff believes that the disposition of Navopache's share of the gain from Plains' sale of its transmission and other assets to PNM and its proper allocation should be dealt with in that proceeding.

7.5.3. Navopache agrees to deposit funds from its share of the gain from Plains' sale of its transmission and other assets to PNM in a separate, interest-bearing account. Navopache shall address this matter in its next rate case filing. Navopache further agrees to file its next rate case no later than March 31, 2001.

8. Resolution of Litigation.

8.1 Upon issuance by the Commission of an order approving this Agreement that is no longer subject to judicial review, Navopache will withdraw with prejudice all pending litigation (if any) concerning the Retail Electric Competition Rules brought by Navopache against the Commission. At present, no litigation is pending.

DATED this 5th day April, 2000.

(Signatures contained on the following page.)

NAVOPACHE ELECTRIC COOPERATIVE, INC.

By: *Paul O'Dair*
Printed Name: Paul O'Dair
Title: Manager Financial Services
Date: 4/5/00

ARIZONA CORPORATION COMMISSION,

UTILITIES DIVISION STAFF

By: *Deborah R. Scott*
Printed Name: DEBORAH R. SCOTT
Title: Director, Utilities Division
Date: 4/5/00

ARIZONA COMMUNITY ACTION ASSOCIATION

By: *Jane Stevenson*
Printed Name: JANE STEVENSON
Title: EXECUTIVE DIRECTOR
Date: 4-5-00

Navopache Electric Cooperative, Inc.
Implementation Plan for Stranded Cost Recovery

1. Navopache's generation-related stranded costs derive from the stranded costs of its historical power supplier, Plains Electric Generation and Transmission Cooperative, Inc. (Plains).
2. Navopache has not identified any stranded cost associated with regulatory assets.
3. Navopache's share of Plains' compensation for stranded cost is approximately \$11,785,410. This amount was determined in a competitive bidding process for Plains' assets conducted during 1998.
4. The winning bidder for Plains' assets is a joint proposal by Tri-State Generation and Transmission Association, Inc. (Tri-State) and Public Service Company of New Mexico (PNM). Plains will be merged into Tri-State.
5. As a result of the bidding process, Navopache is selecting PNM as its power supplier under a contract which permits Navopache to terminate the contract in 10 years.
6. Immediately before the merger of Tri-State and Plains, PNM is advancing to Plains, on Navopache's behalf, Navopache's share of Plains' compensation for stranded cost. PNM recovers Navopache's share of Plains' compensation for stranded cost through the rates it charges to Navopache.
7. Under the PNM contract, Navopache's purchased power costs decrease from \$0.0545 per kWh paid in 1998 under the Plains contract to less than \$0.04 per kWh, including recovery of stranded costs.
8. On an annualized basis, over ten years, Navopache's share of Plains' compensation for stranded cost is \$1,775,645 per year.
9. Navopache normally reflects changes in its power supply costs through its purchased power adjustment mechanism which is applied to all customers' kWh charges.
10. Navopache proposes to initially recover its share of Plains' compensation for stranded cost from all customers through its purchased power cost adjustment mechanism on a per kWh basis. Thus, in compliance with Decision No. 60977, stranded costs are allocated to customer classes in a manner consistent with the current rate treatment of those classes. This recovery plan may be modified in subsequent rate cases.
11. Navopache proposes to initially assess a stranded cost recovery charge of \$0.00605 per kWh. This amount is computed by dividing the annualized amount of \$1,775,645 by the forecast kWh sales in the first contract year in the absence of retail electric competition of 293,390 MWh. This charge applies to standard offer service (as part of Navopache's unbundled rates) and to customers who select a competitive power supplier.
12. Navopache further proposes to automatically modify the charge annually as the total kWh sales (including kWh sales by third parties to Navopache's distribution customers) in its service territory change.
13. Stranded cost recovery related to Navopache's share of Plains' compensation for stranded cost starts at the date of initial service under the PNM contract and ends ten years later.

Navopache's Unbundled Standard Offer Rate Elements

Unbundled Service	1-US (residential)	2-US (small commercial)	3-US (small C&I)	4-US (medium C&I)	5-US (large C&I)	6-US (irrigation & water pumping)
Generation including transaction costs & losses	Generation costs per kWh vary from month to month when Navopache purchases from Plains and when Navopache purchases from PNM. Currently these costs are recovered through the purchased power adjustment mechanism which is based on a bundled rate. Therefore, transmission, generation, and ancillary service charges will continue to be bundled.					
CTC	Proposed at \$0.00605 per kWh; may be revised as kWh sales change over time or if Navopache elects to prepay the remaining principal associated with the Part One Demand Rate.					
Generation related billing & collection	Not applicable. Generation service not offered separately.					
Transmission	With Plains service, transmission charges are bundled with generation charges. With new power supply, transmission costs will be set by tariff or contract and are expected to vary per kWh from month to month. Currently transmission costs are recovered through the purchased power adjustment mechanism which is based on a bundled rate. Therefore, transmission, generation, and ancillary service charges will continue to be bundled.					
Metering*	\$2.85/mo	\$8.05/mo	\$24.76/mo	\$26.88/mo	\$26.88/mo	\$12.30/mo
Meter reading*	\$1.18/mo	\$1.19/mo	\$1.42/mo	\$1.78/mo	\$1.78/mo	\$1.42/mo
Spinning reserve	With Plains service, ancillary service charges are bundled with generation charges. With PNM power supply, spinning reserve is bundled with generation service. Currently, these charges are recovered through the purchased power adjustment mechanism.					
Supplemental reserve	Treated same as spinning reserve service.					
Regulation & frequency response	Treated same as transmission service.					
Energy imbalance	Treated same as spinning reserve service.					
Distribution service*	\$5.13/mo \$0.0224/kWh	\$1.42/mo \$0.0293/kWh	\$46.73/mo \$2.92/kW	\$44.25/mo \$2.92/kW	\$42.16/mo \$2.92/kW	\$1.90/HIP \$0.024/kWh
Scheduling, system control & dispatch	Treated same as transmission service.					
Reactive supply & voltage control	Treated same as transmission service.					
Must run generation	Not applicable - Navopache has no must run generation and there is no must run generation in Navopache's service area.					
System benefits*	\$0.0005/kWh	\$0.0005/kWh	\$0.0005/kWh	\$0.0005/kWh	\$0.0005/kWh	\$0.0005/kWh
Distribution related billing & collection*	\$2.09/mo	\$2.09/mo	\$2.09/mo	\$2.09/mo	\$4.18/mo	\$1.48/mo

Notes: Schedules 7-US and 8-US for security lights and street lighting are not unbundled.

* Unbundled rates approved in Decision No. 61283.