

# **ELECTRICAL DISTRICT NUMBER SEVEN**

## **of the County of Maricopa and State of Arizona**

OFFICE OF THE VICE CHAIRMAN-MANAGER

14629 WEST PEORIA AVENUE WADDELL, ARIZONA 85355-9617

PHONE: 623-935-6253

FAX: 623-935-4360

E-MAIL: powerandwater@aol.com

October 27, 2004

FAXED AND MAILED

J. Tyler Carlson  
Regional Manager  
Western Area Power Administration  
Desert Southwest Region  
P. O. Box 6457  
Phoenix, AZ 85005-6457

Dear Mr. Carlson:

DSW REGIONAL OFFICE OFFICIAL FILE COPY		
Date	Initial	Code
	28 2004	
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This letter is intended to respond to the letter of September 27, 2004 from the Assistant Regional Manager for Power Marketing, Desert Southwest Customer Service Region, Western Area Power Administration, stating that if no further comments were received, Parker-Davis Project Firm Electric Service Contract Extension Amendments would be offered in executable form within 30 days. The Assistant Regional Manager's letter further stated that previous customer comments to Western indicated that a dialogue between Western and its Parker-Davis Customers has resulted in workable language for Section 12, the section dealing with Western's unilateral right to determine whether to terminate a customer's contract or adjust its allocation of Parker-Davis power based upon certain unspecified events and determinations.

We have stated our deep concerns with the positions espoused by the Assistant Regional Manager for Power Marketing to you and to Western's Administrator in correspondence dated [August 6 2004] and September 24, 2004 and in our meeting with you and Western's Administrator on October 18, 2004. While we are not a Parker-Davis contractor, we reiterate our concerns here and our opposition to the positions espoused by Western in proceeding to confront Parker-Davis customers with executable Parker-Davis contract extensions because we believe such positions could become precedent for us in future negotiations with Western.

In a letter dated October 27, 2004, Electrical District No 3 and various other Parker-Davis contractors have set forth the following positions:

- Western should abandon its proposal to force customers to agree to Western having the unilateral right to terminate the power contracts and adjust the power allocation.

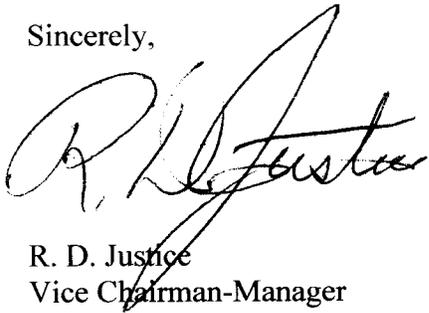
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- Western's advance funding provisions for existing power customers should remain voluntary.

We adopt these positions and the rationale for them set forth in the comments of Electrical District No. 3.

We appreciate this opportunity to comment.

Sincerely,

A handwritten signature in black ink, appearing to read "R. D. Justice". The signature is written in a cursive style with a large, sweeping initial "R".

R. D. Justice  
Vice Chairman-Manager

Cc: Mr. Michael Hacskeylo, Administrator  
Western Area Power Administration