BEFORE THE DIRECTOR OF THE
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

In the Matter of: ) CONSENT ORDER WITH CIVIL
Arizona American Water - Paradise Valley ) ADMINISTRATIVE PENALTY
located at 5975 North Miller Road Scottsdale, ) Docket No. DW-27-08
Maricopa, Arizona )
PWS AZ0407056 )

To: Arizona American Water Company ("Arizona American") in its capacity as owner and
operator of Arizona American Water - Paradise Valley located at 5975 North Miller Road,
Scottsdale, Maricopa, Arizona.

RECITALS

Arizona American acknowledges that no promise of any kind or nature whatsoever, was
made to induce it to enter into this Consent Order, and Arizona American has done so
voluntarily.

By entering into this Consent Order, Arizona American does not admit to any civil or
criminal liability, or waive any right including but not limited to the assertion of any defense
available to Arizona American under applicable law. Further, Arizona American does not admit,
and both the Arizona Department of Environmental Quality ("ADEQ") and Arizona American
retain the right to controvert in any subsequent proceeding except a proceeding to implement or
enforce this Consent Order, the validity of any Findings of Fact or Conclusions of Law contained
in this Consent Order.

By entering into this Consent Order, Arizona American and ADEQ intend to resolve all
violations of the Safe Drinking Water Act and the Clean Water Act that arise from the events
described in this Consent Order.

Initial
The undersigned representative of Arizona American certifies that he is fully authorized to execute this Consent Order on behalf of Arizona American and to legally bind Arizona American to this Consent Order.

Arizona American admits to the jurisdiction of the Director of ADEQ.

Except as to the right to controvert the validity of any Findings of Fact or Conclusion of Law contained in this Consent Order in a proceeding other than to enforce this Consent Order, Arizona American consents to the terms and entry of this Consent Order and agrees not to contest the validity or terms of this Consent Order in any subsequent proceeding.

THEREFORE, IT IS HEREBY ORDERED as follows:

I. JURISDICTION

The Director of ADEQ has jurisdiction over the subject matter of this action and is authorized to issue this Consent Order pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 49-354 and 41-1092.07(F)(5).

II. FINDINGS

THE DIRECTOR HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Findings of Fact

1. Arizona American owns and/or operates Arizona American Water - Paradise Valley located at 5975 North Miller Road, Scottsdale, Maricopa, Arizona.

2. A portion of the water served to Arizona American's customers is groundwater pumped from the North Indian Bend Wash ("NIBW"), a United States Environmental Protection Agency ("USEPA") superfund Site. Currently, the NIBW groundwater from wells PCX-1 and PVW-15 is treated at the Miller Road Treatment Facility ("MRTF") with air blowers to strip the contaminants of concern from the groundwater ("air stripping towers"). The groundwater from PVW-14 has prior engineering and Approval of...
Construction to convey water through the treatment process at the MRTF or to convey water directly to the Paradise Valley Arsenic Remediation Facility ("PVARF"), thus bypassing the MRTF without treatment. The main contaminant of concern is trichloroethylene ("TCE"). Major sources of TCE are discharges to groundwater from metal degreasing sites and other factories. Some people who drink water containing TCE in excess of the maximum contaminant level ("MCL") over many years could experience problems with their liver and may have an increased risk of getting cancer. The air stripping towers generally reduce the levels of TCE in the groundwater from a range of 60-70 micrograms per liter ("μg/L") to less than 5 μg/L, which is the MCL for safe drinking water in Arizona. The MCL is the maximum level of a contaminant in water that may be delivered at the entry point to the distribution system ("EPDS") of a public water system.

3. From approximately October 9, 2007 through October 17, 2007, a maintenance operation was conducted at the MRTF, involving the rehabilitation of the treatment system equipment. During this maintenance operation, there was incomplete remediation of the groundwater pumped from one or more of the air stripping towers, resulting in the delivery of water in excess of the MCL for TCE to the Paradise Valley Arsenic Removal Facility. This water was subsequently blended with other sources of water prior to entry into the distribution system. Neither the ADEQ Drinking Water Program nor Maricopa County Environmental Services Division ("MCESD"), the entity delegated by ADEQ to administer the requirements for Safe Drinking Water in Maricopa County, was notified of this event until approximately one month later, within 24 hours of Arizona American receiving laboratory results for TCE samples taken on October 15, 2007.

4. On January 15, 2008, at approximately 2:30 p.m., the blower in tower 3 of the MRTF shut down, resulting in no packed tower aeration ("PTA") to the approximately 2,500 gallons per minute ("gpm") flow of water pumped from well PCX-1 into the MRTF and
ultimately into the Arizona American distribution system. Although the tower is equipped with multiple alarms and interlocks, all failed to activate and the well continued to pump groundwater into the distribution system without PTA treatment.

5. On January 16, 2008, at approximately 6:30 a.m., an operator for Arizona American noticed that the blower in tower 3 of the MRTF was not operating and restarted the blower. At 9:30 a.m., Arizona American shut down operation of the MRTF.


7. On January 16, 2008, at approximately 5:00 p.m., Arizona American began using a “reverse 911” system to notify its customers by telephone not to drink their tap water. According to Arizona American, the reverse 911 system reached approximately 65-70% of its customers. At approximately 5:00 p.m., Arizona American also issued a press release to the local media outlets, informing its customers not to drink their tap water or use it for food preparation.

8. On January 16, 2008, continuing through January 18, 2008, Arizona American tested EPDS #004 which receives finished water, in part, from the MRTF and at sixteen (16) points throughout the distribution system. TCE levels above the MCL ranged from 6 to 23 ug/L throughout the distribution system and EPDS. Results from tests conducted on January 17, 2008 and received on January 18, 2008 indicated TCE levels below the MCL at thirteen (13) points and above the MCL at three (3) points. By January 19, 2008, Arizona American received analytical results from samples collected on January 18, 2008 showing concentrations below the MCL of 5 ug/L at all sampling points. Based upon these analytical
results, the recommendation not to drink the water was lifted by Arizona American on January
19, 2008 with approval from ADEQ and MCESD.

by discharging water in excess of the MCL for TCE into the municipal separate storm sewer
system ("MS4") in Paradise Valley and Scottsdale. These MS4s ultimately discharge to Indian
Bend Wash, which then discharges to the Salt River, a water of the United States. This discharge
was conducted without an Arizona Pollution Discharge Elimination System ("AZPDES") permit
from ADEQ, or the prior knowledge of either MCESD or ADEQ.

B. Conclusions of Law

1. Arizona American Water - Paradise Valley is a "public water system" as
defined in A.R.S. § 49-352(B) and A.A.C. R18-4-101.

2. Arizona American Water - Paradise Valley is a "community water
system" as defined in A.A.C. R18-4-101.

3. Arizona American Water - Paradise Valley, as owner and operator of
Arizona American Water - Paradise Valley, is a "water supplier" as defined in A.A.C. R18-4-
101.

to maintain and keep in proper operating condition all facilities used in production, treatment,
and distribution of the water supply in order to comply with Safe Drinking Water regulations, in
violation of Arizona Administrative Code ("A.A.C.") R18-4-124.

5. Arizona American failed to notify MCESD, ADEQ or the public in a
timely manner regarding the events of October, 2007; and also failed to notify MCESD or
ADEQ in a timely manner regarding the events of January, 2008, in violation of A.A.C. R18-4-
104.

7. From January 15 through January 18, 2008, Arizona American distributed water to a community water system that exceeded the MCL for TCE, in violation of A.A.C. R18-4-211.

8. Arizona American failed to use best available technology ("BAT") at the MRTF, in violation of A.A.C. R18-4-220.

III. COMPLIANCE SCHEDULE

THE DIRECTOR HEREBY ORDERS and Arizona American agrees to comply with the provisions of this Consent Order as follows:

A. Within five (5) calendar days of the effective date of this Consent Order, Arizona American shall provide to MCESD and ADEQ a written plan describing the proposed interim operation of the MRTF ("Interim Plan"), in order to operate PVW-14 and PVW-15 for delivery to the PWS distribution system until a permanent solution is approved by ADEQ and MCESD in the Operations Plan referenced in Section III(C) of this Consent Order. The Interim Plan shall include a statement from Arizona American that groundwater from well PCX-1 will no longer be a source for the PWS and that Arizona American has adequate remaining sources of water so the PWS maintains a minimum flow rate of 20 pounds per square inch ("psi") at all times. The Interim Plan shall also include a description of how the portion of the MRTF treating PCX-1 shall be physically separated (air gapped) from the distribution system for the PWS prior to start-up of the MRTF. The report shall describe how Arizona American will use the MRTF to treat groundwater from PVW-15 and a contingency plan to use the MRTF to treat groundwater from PVW-14, if required under Section III(D) of this Consent Order, and shall include a plan for the presence of a certified operator at the MRTF at all times in which water treated at the MRTF is delivered to the distribution system of the PWS. MCESD and ADEQ will review the Interim
Plan and provide written comments to Arizona American in a timely manner. Within five (5) business days of receipt of written comments from MCESD and ADEQ, Arizona American shall address all requested modifications, changes or other issues, and if necessary, resubmit the Interim Plan to MCESD and ADEQ. In no event shall groundwater treated at the MRTF be delivered to the distribution system of the PWS until the Interim Plan is approved in writing by ADEQ and all appropriate design approvals, permits and applicable Approvals of Construction are obtained in writing by Arizona American from MCESD. In the event it does not require contingency treatment pursuant to Section III(D) of this Consent Order, Arizona American may proceed to deliver groundwater from PVW-14 to the distribution system of the PWS directly through the PVARF in accordance with the previously issued permits and Approval of Construction issued by MCESD or other applicable regulatory entity.

B. Within thirty (30) calendar days of the effective date of this Consent Order, Arizona American shall provide to MCESD and ADEQ a written report describing the events which occurred October 9-17, 2007 and on January 15, 2008, which resulted in incomplete treatment of groundwater for removal of TCE ("Incident Report"). The Incident Report shall include a seal of a professional engineer registered in Arizona certifying the contents of the Incident Report, except those portions summarizing witness statements. In preparing the Incident Report, Arizona American shall contract with personnel qualified to evaluate or investigate the systems, components and operations in use on October, 2007 and January 2008 at the MRTF and identify these personnel and their qualifications in the Incident Report. The Incident Report shall include a detailed written summary of events and actions taken to date regarding the events of October 9-17, 2007 and January 15, 2008; a description of the components and/or operations that malfunctioned in both October 2007 and January 2008; a detailed description of all actions taken to repair and/or replace the components and correct operational deficiencies after the October 2007 incident; a summary of witness interviews; and
actions that have been taken to repair and/or replace the components and correct operational
deficiencies which occurred on January 15, 2008. Arizona American shall include in the
Incident Report a description of the maintenance, testing and calibration protocols the company
performs to ensure the alarms and interlock systems at the MRTF function efficiently and
effectively.

C. Within one hundred eighty (180) calendar days of the effective date of this
Consent Order, Arizona American shall provide to MCESD and ADEQ a written Operations
Plan, sealed by a professional engineer registered in the State of Arizona, for the permanent
delivery and necessary treatment of groundwater from PVW-14 and PVW-15 to the PWS. The
Operations Plan also shall require weekly sampling for TCE; proposed contingency treatment
measures for PVW-14 and PVW-15; and a schedule for implementation of the Operations Plan.

As part of the Operations Plan, Arizona American shall cause to be submitted to MCESD an
application for Approval to Construct for all water treatment methods or devices, appurtenances
and devices to be constructed, reconstructed, significantly modified or installed in the MRTF, at
the wellhead or in the distribution system. MCESD and ADEQ will review the plan and provide
written comments to Arizona American. Within fifteen (15) calendar days of receipt of written
comments from MCESD and ADEQ, Arizona American shall address all requested
modifications, changes or other alterations and resubmit the Operations Plans to MCESD and
ADEQ. Once the Operations Plan is approved by ADEQ, Arizona American shall implement the
plan in accordance with the approved schedule. Arizona American will not treat or deliver
groundwater into the public water system from PVW-14 or PVW-15 in a manner that varies
from the approved Interim Plan under Section III(A) of this Consent Order until it receives an
Approval to Construct from MCESD, implements the approved Operations Plan and receives the
prior written approval of ADEQ. Arizona American shall receive prior written approval and all

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appropriate permits from ADEQ and MCESD respectively prior to altering or amending the
Operations Plan approved pursuant to this Section.

D. Beginning seven (7) calendar days after the implementation of the Interim Plan
pursuant to Section III(A) of this Consent Order, and continuing every seven (7) calendar days
thereafter when PVW-14 and PVW-15 are in operation, Arizona American shall take a process
control sample for TCE for PVW-14 and PVW-15 at the wellhead or immediately after the TCE
treatment process in the event there is existing treatment. If two consecutive weekly samples
from PVW-14 exceed the detection limits of greater than 0.5 ug/L, but are less than the NCL for
TCE, Arizona American will institute a treatment protocol described in its approved Interim Plan
pursuant to Section III(A) of this Consent Order. If a single weekly sample result from PVW-14
well is greater than 5 ug/L TCE, Arizona American will treat water from PVW-14 well through a
MRTF tower pursuant to its approved interim Plan pursuant to Section III(A) of this Consent
Order. In addition, if a single weekly sample result from PVW-14 or PVW-15 exceeds 5 ug/L
TCE, Arizona American shall institute contingency treatment measures in the Interim Plan
approved pursuant to Section III(A) of this Consent Order. These contingency treatment
measures shall include consecutive redundant treatment, which may include an approved
blending plan, and remain in operation until Arizona American has four (4) consecutive weekly
analytical samples with results of less than 5 ug/L TCE. Arizona American shall notify NCESSD
and ADEQ in writing within five (5) calendar days when contingency treatment measures are
initiated or ceased. Beginning thirty (30) calendar days after the implementation of the Interim
Plan pursuant to Section III(A) of this Consent Order, and continuing every thirty (30) calendar
days thereafter, Arizona American shall take compliance samples for volatile organic chemicals
("VOCs") from EPDS# 004 after arsenic treatment and from the effluent water from the MRTF
prior to the clear well/storage area if the effluent water is used in the public water system.

Regulatory compliance with the MCL for TCE shall be based upon the running quarterly average

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of monthly EPDS samples. Beginning thirty (30) calendar days after the implementation of the 
Interim Plan pursuant to Section III(A) of this Consent Order, and continuing every thirty (30) 
calendar days thereafter, Arizona American shall submit to MCESD and ADEQ a report of the 
weekly and monthly monitoring results. Arizona American shall submit these monthly reports to 
MCESD and ADEQ for a minimum of one year, at which time Arizona American may request a 
reduction in monitoring and reporting from ADEQ.

E. Within ninety (90) calendar days of the effective date of this Consent Order, 
Arizona American shall provide to MCESD and ADEQ a plan to improve the effectiveness of its 
Emergency Operation Plan contact system used to contact its customers in emergency situations, 
including, but not limited to, future treatment failures at the MRTF or other situations in which 
Arizona American instructs its customers not to consume the water delivered through the 
distribution system. In the event Arizona American elects to continue the use of its current 
“reverse 911” system, the plan shall include a review of the accuracy of the telephone numbers 
for all customers and how Arizona American plans to improve its ability to contact all customer 
using this system. At a minimum, the plan shall include a review of public water system account 
records and an effort to obtain updated information from customers whose telephone numbers 
are not included in the current “reverse 911” system. Once this plan is approved by ADEQ, 
Arizona American shall implement the plan in accordance with the approved schedule included 
in the plan and incorporate the results in the Emergency Operations Plan.

IV. STATUS REPORTS

A. Arizona American agrees to submit a written status report to ADEQ, with a copy 
to MCESD, every thirty (30) calendar days beginning thirty (30) days from the effective date of 
this Consent Order, until termination of this Consent Order. Each written status report shall 
describe what measures have been taken under Section III, of this Consent Order, and shall 
certify when compliance with the requirements of Section III of this Order has been achieved.
Each report shall be accompanied by evidence of compliance including, as appropriate, submittal of documents, photographs or copies of any other supporting information that Arizona American deems necessary. The status report described in this Paragraph may be combined with the monthly monitoring report described in Section III(D) of this Consent Order.

B. ADEQ will review the status reports and relay any disputes in writing to Arizona American. Arizona American shall incorporate all required modifications, changes or other alterations, as requested by ADEQ, within a reasonable time specified by ADEQ.

V. CIVIL ADMINISTRATIVE PENALTY

A. Arizona American shall pay a civil administrative penalty to the State in the amount of Sixty-Nine Thousand Dollars ($69,000.00) within thirty (30) calendar days of the effective date of this Consent Order.

B. All payments made to the State under this Consent Order shall be by check made payable to “State of Arizona” and shall be delivered or mailed to:

Arizona Department of Environmental Quality
Attention: Accounts Receivable
P.O. Box 18228
Phoenix, Arizona 85004-8228

together with a letter tendering the check. The letter shall identify this Consent Order by the parties and docket number. A copy of the check shall also be sent to ADEQ pursuant to Section IX.

C. Arizona American shall pay interest and penalties on any amount not paid by the due date at the rate established pursuant to A.R.S. § 49-113. If Arizona American fails to pay the full amount of the civil administrative penalty as required by this Consent Order, ADEQ may terminate this Consent Order and take action to seek penalties for any and all violations covered by this Consent Order.
VI. COMPLIANCE WITH OTHER LAWS

A. This Consent Order does not encompass issues regarding releases, contamination, sources, operations, facilities or processes not expressly covered by the terms of this Consent Order, and is without prejudice to the rights of the State of Arizona or Arizona American, arising under any federal or Arizona environmental statutes and rules with regard to such issues.

B. Nothing in this Consent Order shall constitute a permit of any kind, or a modification of any permit of any kind, or an agreement to issue a permit of any kind under federal, state or local law, or relieve Arizona American in any manner of its obligation to apply for, obtain, and comply with all applicable permits. Nothing in this Consent Order shall in any way alter, modify or revoke federal, state, or local law, or relieve Arizona American in any manner of its obligation to comply with such laws. Compliance with the terms of this Consent Order shall not be a defense to any action to enforce any such permits or laws.

VII. FORCE MAJEURE

A. Arizona American shall perform all the requirements of this Consent Order according to the time limits set forth herein, unless performance is prevented or delayed by events which constitute a force majeure. Force majeure, for the purposes of this Consent Order, is defined as any event, arising from causes beyond the control of Arizona American or its authorized representatives which delays or prevents the performance of any obligation under this Consent Order and which could not have been overcome or prevented by Arizona American. The financial inability of Arizona American to comply with the terms of this Consent Order, shall not constitute a force majeure.

B. In the event of a force majeure, the time for performance of the activity affected by the force majeure shall be determined by ADEQ and extended for a period no longer than the delay caused by the force majeure. The time for performance of any activity dependent on the delayed activity shall be similarly extended. In the event of a force majeure, Arizona American
shall notify ADEQ in writing within five (5) calendar days after Arizona American or its agents become aware of the occurrence. The written notice provided to ADEQ shall describe in detail the event, the anticipated delay, the measures taken and to be taken by Arizona American to prevent or minimize delay, and a proposed timetable under which those measures will be implemented. Arizona American shall take all reasonable measures to prevent or minimize any delay caused by the force majeure. Failure of Arizona American to comply with any requirements of this paragraph for a particular event, shall preclude Arizona American from asserting any claim of force majeure for that event.

VIII. SITE ACCESS

ADEQ may at any time, upon presentation of credentials to authorized personnel on duty, enter upon the premises at the Facility for the purpose of observing and monitoring compliance with the provisions of this Consent Order. This right of entry shall be in addition to, and not in limitation of or substitution for, ADEQ's or MCESD's rights under applicable law.

IX. CORRESPONDENCE

All documents, materials, plans, notices, or other items submitted as a result of this Consent Order shall be transmitted to the addresses specified below:

To ADEQ:

Arizona Department of Environmental Quality
Water Quality Division
Attention: Cynthia Campbell, Manager
Compliance Section
1110 West Washington Street
Phoenix, Arizona 85007-2935
Telephone: (602) 771-2209
Email: csc@azdeq.gov

To MCESD:

Maricopa County Environmental Services Division
Water & Waste Management Division
Attention: Kevin S. Chadwick, P.E., Division Manager
1001 North Central Avenue, Suite 150

Initial __________
Phoenix, Arizona 85004-1940

To Arizona American Water Company:

Troy Day
Arizona American Water Company
101 Corporate Center
19820 North 7th Street, Suite 201
Phoenix, Arizona 85024
(623) 445-2422
Email: Troy.Day@amwater.com

Submissions to ADEQ as a result of this Consent Order shall be deemed submitted upon receipt.

X. RESERVATION OF RIGHTS

A. This Consent Order is based solely upon currently available information. If additional information is discovered, which indicates that the actions taken under this Consent Order are or will be inadequate to protect human health, safety, or the environment, or to conform with applicable federal or state laws, ADEQ shall have the right to require further action.

B. ADEQ shall have the right: to disapprove of work performed by Arizona American that fails to comply with this Consent Order; to take enforcement action for any and all violations of this Consent Order; and to take enforcement action for any and all violations of A.R.S. Title 49, or the rules promulgated thereunder, occurring after the entry of this Consent Order.

XI. SEVERABILITY

The provisions of this Consent Order are severable. If any provision of this Consent Order is declared by a court of law to be invalid or unenforceable, all other provisions of this Consent Order shall remain in full force and effect.

XII. RELEASE

Pursuant to A.R.S. § 49-354(G), upon payment of the full amount of the civil administrative penalty in Section V, Arizona American and its past, present, and future directors,
officers, members, employees, agents, and successors and assigns are released from any and all
civil penalty liability to the State, for the violations covered by this Consent Order.

XIII. MODIFICATIONS

Any modifications of this Consent Order shall be in writing and must be approved by
both Arizona American and ADEQ.

XIV. EFFECTIVE DATE

The effective date of this Consent Order shall be the date this Consent Order is signed by
ADEQ and Arizona American. If such signatures occur on different dates, the later date shall be
the effective date of this Consent Order.

XV. PARTIES BOUND

No change in ownership, corporate status, or partnership status relating to the subject of
this Consent Order will in any way alter the responsibilities of Arizona American under this
Consent Order. Arizona American will be responsible, and will remain responsible, for carrying
out all activities required under this Consent Order.

XVI. TERMINATION

The provisions of this Consent Order shall be deemed satisfied and this Consent Order
shall be terminated upon receipt of written notification from ADEQ that Arizona American
Water Company has demonstrated, to the satisfaction of ADEQ, that all of the terms of this
Consent Order have been completed. Any denial of a request for termination from Arizona
American Water Company will be in writing and describe which terms of the Consent Order
have not been completed to the satisfaction of ADEQ. ADEQ reserves the right to terminate this
Consent Order unilaterally at any time for any reason. Any termination will include a written
explanation of the reason(s) for termination.
ISSUED this 25th day of March, 2002

[Signature]
Joel Card, Director
Water Quality Division
Arizona Department of Environmental Quality

CONSENT TO ORDER

The undersigned, on behalf of Arizona American Water Company, hereby acknowledges that he has read the foregoing Consent Order in its entirety, agrees with the statements made therein, consents to its entry and issuance by the Arizona Department of Environmental Quality, agrees that Arizona American Water Company will abide by the same and waive any right to appeal therefrom.

DATED this 25th day of March, 2002

[Signature]
Paul Townsley
President
Arizona American Water Company
**ORIGINAL** of the foregoing Consent Order was sent certified mail, return receipt requested, this 28th day of **March**, 2008 to:

Corporation Service Company  
2338 West Royal Palm Road, Suite-J  
Phoenix, AZ 85021

**COPY** of the foregoing Consent Order was sent certified mail, return receipt requested, this 28th day of **March**, 2008 to:

Arizona American Water Company  
Attention: Mike Masson  
5975 North Miller Road  
Scottsdale, Arizona 85250

**COPY** of the foregoing Consent Order was filed this 28th day of **March**, 2008 with:

Arizona Department of Environmental Quality  
Office of Administrative Counsel  
Attention: Judith Foutz, Hearing Administrator  
1110 West Washington Street  
Phoenix, Arizona 85007-2935

**COPIES** of the foregoing Consent Order were sent by regular/interdepartmental mail, this 28th day of **March**, 2008 to the following:

Tamara Huddleston, Chief Counsel, Environmental Enforcement Section  
Arizona Attorney General

Joan Card, Director, Water Quality Division  
Amanda Stone, Director, Waste Programs Division

John Power  
Maricopa County Environmental Services  
1001 North Central Avenue  
Phoenix, Arizona 85004

Patrick Chan, EES – WTR – 6  
USEPA Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

Steve Oles  
Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007-2996