

ORIGINAL



0000015475



P.O. Box 1045, Bullhead City, AZ 86413 RECEIVED

Ms. Colleen A. Ryan, Docket Administrator
Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

2005 JAN 24 P 3:03

AZ CORP COMMISSION
DOCUMENT CONTROL

Re: Docket No. E-01750A-04-0929

Dear Ms. Ryan:

Please note that enclosed is one set of original document. Mohave's attorneys filed a faxed copy plus 13 additional copies today at Docket Control.

Regards,

Stephen McArthur
Comptroller

Arizona Corporation Commission
DOCKETED

JAN 24 2005

DOCKETED BY	
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Enclosures: five (5) - Exhibits 1 through 5

FAXED ORIGINAL SENT with 13 copies
Today, January 21, 2005 to:
Docket Control

Copies of the foregoing mailed today, January 21, 2005, to:
Mr. Roger Chantel
10001 E. Highway 66
Kingman, Arizona 86401



P.O. Box 1045, Bullhead City, AZ 86450

RECEIVED

2005 JAN 24 P 3:03

AZ CORP COMMISSION
DOCUMENT CONTROL

Ms. Colleen A. Ryan, Docket Administrator
Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Re: Docket No. E-01750A-04-0929

Dear Commissioners and Officers of the Arizona Corporation Commission:

This response is being made to answer the formal complaint filed by Roger Chantel (claimant), who is a consumer of Mohave Electric Cooperative, Inc. (Mohave). The claimant is wrong. Mohave did not and will not refuse electric service to a potential customer who simply follows procedures and processes authorized by the Commission and complied with by the other 30,000 plus members. The claimant did not. According to the complaint, Mohave refused to provide electric service to Mr. Chantel and James Rogers. The following information and included attachments will clearly demonstrate that Mohave has acted strictly within the requirements of its authorized and approved Service Rules and Regulations as filed with the ACC.

- Claimant initiated a request and demanded be executed documents mailed to Mohave in a packet of information on or about December 1, 2004. This packet of information contained, among other items, a self-written document (Exhibit 1) titled "Agreement for Construction Electric Facilities With In (sic) A Subdivision Call (sic) Muice Mountain Ranchs (sic)," (none of which were forms authorized by Mohave) and a check (Exhibit 2) for eight dollars and forty cents, which the Agreement describes as: "3. Customers agree to pay \$8.40 for the extra wire need (sic) to place the power pole out of the wash which may cause electrical power loses (sic) and additional expenses to the members."

Note: the Agreement that was mailed to Mohave by claimant was not a Mohave document, although it was designed deceptively to look very much like Mohave's line extension agreements through use of some similar sections and in some areas containing some of the exact wording from Mohave's actual agreements. The claimant's manufactured Agreement mailed to Mohave was unacceptable because a significant portion was completely non-conforming with Mohave requirements and invalid.

The entire packet was returned to claimant along with a letter (Exhibit 3) describing why the packet was being returned and describing the appropriate method for requesting service. The Mohave letter also contained the direct phone number of the Line Extension Supervisor, in case claimant had any questions. No one called.

- On or about December 20, 2004, Mohave received another self-drafted packet from claimant. This packet contained the same information, and the same self-drafted,

non-conforming and self-written Agreement, as had been sent in the December 1, 2004 packet, along with another check for \$8.40. On December 22, 2004, this packet was again returned to the claimant with another letter (Exhibit 4) describing in more detail why the Agreement claimant had written was not acceptable and advising again of the proper process for requesting service. This letter also stated that Customer Service had been directed to contact claimant directly to facilitate the process. No one called.

- On or about December 23, Mohave received another packet from claimant, and this packet contained the complaint claimant made to the Arizona Corporation Commission.
- After several Mohave initialed contact attempts, on or about December 27, 2004, contact was made with claimant's spouse and later that same day with the claimant. Claimant advised the Service Representative that he wanted electric service and had been told that he needed to contact Customer Service in this regard. Claimant advised that the Service Representative could fax him the necessary forms at his home number. The forms for requesting new service were mailed. The fax number never accepted the fax after numerous attempts to connect.
- On or about January 12, 2005, another packet was received from claimant. This packet now contained the completed Mohave forms mailed to him by Mohave Customer Service in late December. This packet also contained all of the same information, including the claimant's self-drafted form of unacceptable and non-conforming Agreement (and also the check for \$8.40) that had been sent by and returned to claimant twice in December 2004. The check and non-conforming and unacceptable agreement were again returned to the claimant, along with a cover letter (Exhibit 5), and the balance of the information was forwarded to Customer Service for standard processing.

Mohave has stated to complainant in all three recent letters to him on this subject, that he cannot write his own agreements for line extension. Mohave has NOT denied claimant electric service, nor has Mohave attempted to impede his application for service in any way. Mohave has stated to claimant that he is expected to follow the same rules, regulations and standard procedures as other members of the Cooperative. The claimant refuses to comply with the standard forms and procedures commonly applied to and accepted by all other prospective customers. Mohave respectfully requests that claimant's complaint be denied, because the facts of the situation do not support his claims.

LETTER - Arizona Corporation Commission (continued)
January 20, 2005
Page 3 of 3

Regards,

A handwritten signature in black ink that reads "Stephen McArthur". The signature is written in a cursive style with a large, stylized initial "S".

Stephen McArthur
Comptroller

Enclosures: five (5) - Exhibits 1 through 5

ORIGINAL SENT with 13 copies
Today, January 20, 2005 to:
Docket Control

Copies of the foregoing mailed today, January 20, 2005, to:
Mr. Roger Chantel
10001 E. Highway 66
Kingman, Arizona 86401

Work Order No. _____

AGREEMENT FOR CONSTRUCTION ELECTRIC FACILITIES
WITH IN A SUBDIVISION CALL MUICE MOUNTAIN RANCHS

THIS AGREEMENT, made and entered into in duplicate on this 2nd
day of Dec, 2004 by and between MOHAVE ELECTRIC COOPERATIVE, INC.,
an Arizona Cooperation, party of the first part, (hereinafter referred to as "Mohave") and

CHAN-LAN TRUST AND JAMES RODGERS

Individual parties of the second part (hereinafter referred to as the "Customers").

WITNESSETH:

WHEREAS, Mohave is a corporation that has been granted rights by the Arizona
Corporation Commission to sell and distribute electrical energy in portions of Mohave,
Yavapai, and Coconino Counties, Arizona and

WHEREAS, the Customers are requesting jointly that their property be served by the
existing electrical system in the area in accordance to tariffs on file with the Arizona
Corporation Commission.

WHEREAS, it is desired by the parties hereto to enter into an agreement whereby
Mohave will construct and operate such a system to service said area.

**To construct 1250 feet of overhead electric single phase line to provide
electric service to portions of Parcel 33-16 of Music Mountain Ranches found in
Book 5 of Parcel Plats, Page 45-45F at Fee No. 91-46, recorded 1-2-1991 Mohave
County Recorders,. This project is located in a portion of T24N, R14W Section 33
See attachments for line extension locations and property discretions.**

NOW THEREFORE, for and in consideration of mutual covenants and agreements
hereinafter set forth, it is agreed as followed:

Mohave agrees to construct or cause to be constructed and to maintain and operate an
electric system in the above described area in accordance with existing specifications,
tariffs on file with Arizona Corporation Commission and estimates upon the following
terms and conditions:

SECTION I. TERMS OF CONSTRUCTION

1. Notice of date construction will start shall be sent to customer within 30 days
from customers signing of this contract.

- 2. Said line extension shall be completed within 90 days of customers signing of said contract.
- 3. Customers agree to pay \$8.40 for the extra wire need to place the power pole out of the wash which may cause electrical power loses and additional expenses to the members.
- 4. Customers agree to pay any additional costs that are filed as a tariff and are on file with the Arizona Corporation Commission.

SECTION II. OTHER CONDITIONS

- 1. Mohave may choose to extend this line extension agreement beyond the agreed amount of distance for environmental, safe and sensible placement of power poles and for the general good of the Cooperative.
- 2. Mohave agrees not to shorten said line extension, and if Mohave chooses to shorten said line extension they will file supporting documents with the Arizona Corporation Commission.
- 3. Customers agree to grant any rights-of-way or easements requested by Mohave at no cost to Mohave. These will be furnished in a manner and form approved by Mohave, and must be satisfactory to Mohave.

SECTION III. EXECUTION OF AGREEMENT

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers all on the day and year after written above.

By Chan - Law Trust
 CUSTOMER
Roger Chantel Trustee

By Ann E. Cooper
 CUSTOMER

By _____
 MOHAVE ELECTRIC COOPERATIVE. INC.

By Darlene Chantel
 ATTEST:

By _____
 ATTEST:

DATE 12-2-04

DATE _____



P.O. Box 1045, Bullhead City, AZ 86430

December 6, 2004

Roger Chantel
P.O. Box 4281
Kingman, AZ 86402

Re: Return of Documents mailed to Mohave December 1, 2004

Dear Mr. Chantel:

Enclosed please find all of the documents you mailed to Mohave on December 1, 2004. The documents include your original cover letter, two original agreement forms authored and executed by you and James Rodgers, the unmarked map, two copies of your Warranty Deeds, and your personal check (which I have voided) in the amount of \$8.40.

The agreement forms authored by you are unacceptable, and I am unsure as to why an \$8.40 check was included.

The proper procedure to request electric service from Mohave Electric is for you (and Mr. Rodgers if he is applying for a separate meter) to contact our Customer Service Office at (928) 763-1100 to apply. Once your application is processed, Engineering will receive a copy of your request and contact you.

If you have any questions please call me at (928) 758-0580.

Sincerely,

Mohave Electric Cooperative, Inc.

John H. Williams
Line Extension Supervisor

Encl: Voided Check (1)
 Agreement by Chantel (2)
 Map (1)
 Warrantee Deed copies (2)
 Cover letter (1)



P.O. Box 1045, Bullhead City, AZ 86430

December 22, 2004

Mr. Roger Chantel
10001 E. Hwy 66
Kingman, Arizona 86401

Dear Mr. Chantel:

For the second time this month, you have sent Mohave Electric a self-written line extension agreement along with a packet of other documents. As previously noted, this agreement you have written is not acceptable. The complete unacceptability of this document was the reason that packet was returned to you, along with your check. The agreement you have written apparently includes your own determination of the cost for the line extension - \$8.40. You also indicated that you had enclosed another check for \$8.40, although no check was actually enclosed this time. The packet received is being returned with this letter.

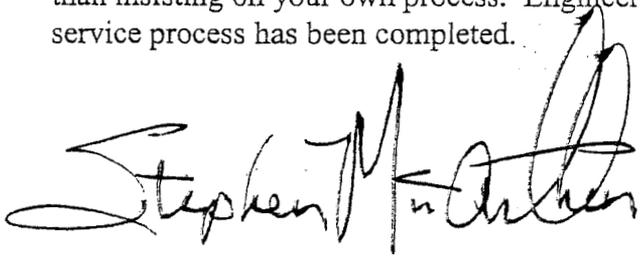
As was stated in Mohave's Line Extension Supervisor's (John Williams) letter to you, dated December 6, 2004, you cannot write your own agreements for line extension. Mohave has NOT denied you electric service - we have simply stated to you that you are expected to follow the same rules, regulations and standard procedures as all other members of the Cooperative, even though you have continued to demand extraordinary treatment on an ongoing basis for the past several years. Frankly, Mr. Chantel, you are the one making this process difficult, not Mohave.

You have indicated that you and Mr. James Rogers are requesting a line extension to two locations, and you have also indicated that the line extension will require the construction of 1,250 feet of overhead single-phase line. How you made the footage determination is unknown to me (perhaps you were provided this footage through prior communications with Mohave's Engineering Department personnel), however, if the footage you have stated is close to correct, the line extension will most assuredly be a much greater cost to you and Mr. Rogers than the \$8.50 you have claimed. Additionally, an Engineering Services Contract will be required under such circumstances prior to any field trip being made and prior to a line extension agreement being prepared by Engineering. If you are interested in a rough estimate for this line extension prior to applying for service, contact Mr. Williams (928/758-0580) directly.

In Mr. Williams letter, he described to you the standard procedure for all consumers requesting service. This procedure requires all applicants who are ready to request service first contact the Customer Service Office (928/763-1100) to apply for service. This requirement must be met before a request for line extension is made or processed. This requirement applies to everyone - large commercial consumers, residential consumers, and even employees. Mr. Williams also described that if Mr. Rogers would be requesting a separate meter in his name, he would need to contact Customer Service separately for his service needs. After you make application, Engineering will be notified, and they will contact you or Mr. Rogers directly. Mr. Williams also gave you his direct phone number in his letter, as is listed above, in case you had any questions.

LETTER - Chantel (continued)
December 22, 2004
Page 2 of 2

As noted, we are returned your packet just received, however I am notifying the Customer Service Department to contact you at the phone number you have provided to assist you with your application for service, presuming you wish to proceed now with the standard process rather than insisting on your own process. Engineering will contact you only after this application for service process has been completed.

A handwritten signature in cursive script that reads "Stephen McArthur". The signature is written in black ink and is positioned above the typed name.

Stephen McArthur
Comptroller

cc: Arizona Corporation Commission
Operations and Engineering
Files



P.O. Box 1045, Bullhead City, AZ 86430

January 12, 2005

Mr. Roger Chantel
10001 E. Hwy 66
Kingman, Arizona 86401

Re: New Service Request

Dear Mr. Chantel:

For the third time in the last six weeks, you have sent Mohave Electric a packet of documents that include your self-written line extension agreements along with a check plus maps and other documents. The check is apparently for what you have determined your line extension costs will be, \$8.40, although the check has a notation for "extra wire." This time you have also apparently included in the packet the two forms we recently mailed to you for your use in requesting new service. Note that I use the word apparently here in describing the forms you have returned, since you have repeatedly copied Mohave's forms and altered them to suite your purposes by substituting unauthorized wording. Presuming for now that these forms you have returned are valid, the forms along with the maps and related information have been forwarded to the Customer Service office for processing, which is standard procedure. Customer Service will also check the forms you returned for invalid, missing or altered wording.

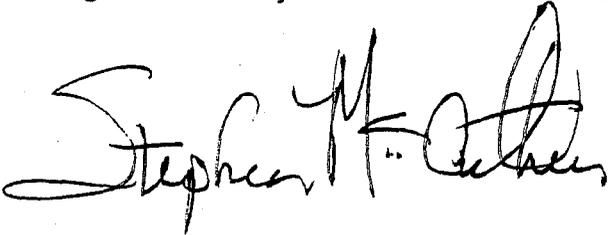
One of the two forms you returned was a Membership Application, which was completed with your name and information, although you are already a member. Since you are already a member, you do not need another Membership Application, as has been explained, unless this new application is for a partnership or some other type of joint business activity, in which case a new application could be appropriate. Customer Service and/or Engineering will contact you, since you provided only your contact information, for clarification on how you and/or Mr. Rogers wish to proceed. If Mr. Rogers is requesting a separate service for a meter in his name at this time, he will need to complete and return a separate membership form in his name. If both meters will be in your name for the time being, then the two forms you have returned could be sufficient for now. Based on to date communications from you, and the lack thereof, we presume you and Mr. Rogers intend to share the line extension agreement, but each of you will have a meter in your individual names.

The two self-written line extension agreements and your check for \$8.40 are being returned to you, just as we have done with your two previous mailings. As previously noted, this agreement you have written is not valid nor is it acceptable. The complete unacceptability of this document was the reason the original two packets were returned to you, along with your check. The agreements you have written include your own determination of the cost to you and Mr. Rogers for the line extension - \$8.40. The two agreements and your check are being returned with this letter.

LETTER – Chantel (continued)
January 12, 2005
Page 2 of 2

As was stated in his letter to you dated December 6, 2004, John Williams, Mohave's Line Extension Supervisor, and in my letter to you dated December 22, 2004, you cannot write your own agreements for line extension. Mohave has NOT denied you electric service, nor have we attempted to impede your application for service in any way. We have simply stated to you that you are expected to follow the same rules, regulations and standard procedures as other members of the Cooperative, even though you have continued to demand extraordinary treatment on an ongoing basis for the past several years. Since you never contacted our Customer Service Department, as Mr. Williams and I both requested of you in our above referenced letters and like everyone else does who is requesting new service, Customer Service was instructed to contact you directly, to try to facilitate this matter. A Consumer Service Representative has contacted your wife several times by telephone regarding this matter. Mrs. Chantel, stating that you were out of town, asked that the required forms for requesting service be faxed to you, however, since your fax machine was repeatedly tried but was never accessible, the required forms were mailed to you on December 29, 2004. Requesting new service is a pretty straightforward process, Mr. Chantel. As stated in my last letter, you are the one making this process difficult and complex, not Mohave.

As noted, the required forms you have just returned (the New Service Request form and the Membership Application, along with your included maps and related information) have been forward to Customer Service for processing. Also as noted, the two invalid construction agreements and your check for line extension (extra wire) are again being returned to you.



Stephen McArthur
Comptroller

cc: Arizona Corporation Commission w/ construction agreement copy (1); check copy (1)
Operations and Engineering w/o copies
Files

Enclosures: construction agreements (2); check (1)