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AZ CORP COMMISSION
DOCUMENT CONTROL

April 15, 2005

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

Arizona Corporation Commission
DOCKETED

APR 19 2005

DOCKETED BY	KJ
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Re: Docket No. E-01750A-04-0929

Dear Commissions and Officers of the Arizona Corporation Commission:

Enclosed are an original copy and thirteen (13) additional copies of the response letter and Construction Agreement mailed today to Mr. Roger Chantel, along with an original copy and thirteen (13) additional copies of the April 8, 2005, letter that Mohave received on April 14 from Mr. Chantel.

Regards,

Stephen McArthur
Comptroller

Enclosures: One (1) original Mohave response letter copy with Construction Agreement and thirteen (13) additional copies; and one original copy and thirteen (13) additional copies of the April 8, 2005 letter from Mr. Chantel

Sent Today, April 5, 2005, to:
Docket Control

Original letter and Construction Agreement mailed April 15, 2005, to:
Mr. Roger Chantel
10001 E. Highway 66
Kingman, Arizona 86401





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

April 15, 2005

Roger Chantel
Chan-Lan Trust
P.O. Box 4281
Kingman, AZ 86402

Via Certified Mail

Re: Electric Service to Parcel 33-16, Music Mountain Ranches

Dear Mr. Chantel:

Mohave Electric Cooperative, Inc. received your April 8, 2005 letter.

Your letter did not include the executed construction agreements and \$9,104.38 construction contribution for the footage line extension (Work Order 2005-112) that are necessary for Mohave to proceed with your line extension. You may recall that these agreements and construction contribution are necessary if you would like Mohave to proceed with the line construction prior to your installation of the minimum permanent improvements needed to qualify for line credit(s).

In case you misplaced the agreements I mailed to you on March 21, 2005, I am enclosing two more copies. Please return both properly executed copies of this agreement to me along with your check in the amount of \$9,104.38.

If you have any questions or comments, please don't hesitate to call me at (928) 758-0580.

Sincerely,

Mohave Electric Cooperative, Inc.

John H. Williams
Line Extension Supervisor

Cc: Steve McArthur
Arizona Corporation Commission

Encl: Agreements (2)

AGREEMENT FOR CONSTRUCTING ELECTRIC FACILITIES

THIS AGREEMENT, made and entered into in duplicate on this _____ day of _____, 20____ by and between MOHAVE ELECTRIC COOPERATIVE, INC., an Arizona Corporation, party of the first part, (hereinafter referred to as "Mohave") and

Roger Chantel, Chan-Lan Trust

a corporation, partnership or individual, party of the second part (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Mohave is a corporation engaged in the sale and distribution of electrical energy in portions of Mohave, Yavapai, and Coconino Counties, Arizona and

WHEREAS, the Developer is developing a portion of that area, and it is to be served with electricity by virtue of an electric system; and

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

To construct 1,287 feet of overhead electric single phase line to provide 120/240 Volt electric service to two non-qualifying electric services located at Music Mountain Ranches, Parcel 33-16. This project is located in a portion of T24N, R14W, Section 33.

Now therefore, for and in consideration of mutual covenants and agreements hereinafter set forth, it is agreed as follows:

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 and estimates upon the following conditions:

SECTION I. TERMS OF CONSTRUCTION

1. This estimated construction cost is valid for 60 (sixty) calendar days from March 21, 2005. The full estimated cost of construction must be paid, this agreement must be executed, and Mohave's construction must be started within that 60 (sixty) days, or this agreement may be declared null and void at the option of Mohave.

2. The Developer will advance to Mohave a partially refundable non-qualifying facilities charge in the amount of \$533.00.
3. The Developer will advance to Mohave the full estimated cost of construction, \$8,571.38 as a non-refundable contribution in accordance with Mohave's construction practices.

At the time construction is finished, Mohave will:

- a. Return to the Developer any contribution in excess of actual construction cost,
- or
- b. Bill the Developer that amount which is in excess of the estimated construction cost.

4. The total amount currently due from the Developer is \$9,104.38, which includes any credits for funds deposited to date. Upon payment of this amount, the project will be released for right-of-way acquisition and construction.

5. If an underground electric line is requested, the Developer will provide all conduit, trenching, backfill, vaults and three phase transformer pads as required by Mohave without cost to Mohave. All primary and secondary conduits are to be inspected by Mohave prior to backfill, and shall be 3" Schedule 40 electrical grade PVC conduit(s).

SECTION II. REFUNDING

1. Mohave will return to the Developer a portion of the non-qualifying facilities charge if a permanent electrical consumer as defined by Mohave attaches to the electric system that was installed for this agreement within (1) one year from the date of completion of construction and/or service availability upon the following terms and conditions:

- a. The connection must be a permanent member/consumer as defined by Mohave.
- b. The connection must be made to the electric system described in the guide specifications and estimate with no further capital investments required by Mohave.
- c. The Developer will furnish Mohave with the name and address of the permanent, qualifying electrical consumer.

d. The amount of the non-qualifying facilities charge that is eligible for refunding is \$371.10.

e. The term of this agreement is one (1) year from date of completion of construction and/or service availability. Any portion of the non-qualifying facilities charge remaining unrefunded at the end of the one (1) year term will revert to Mohave as a direct contribution in aid of construction.

2. Mohave will return to the Developer the actual cost of construction for the amount of the line extension credit that would have normally been applied under the following terms and conditions:

a. If, after one (1) year from the Cooperative's receipt of the advance required for the estimated cost of the new line to be constructed, sufficient permanent improvements have not been installed on the property to qualify this installation as a permanent service, the adjusted advance shall be considered a contribution in aid of construction and shall no longer be refundable.

b. If, in the opinion of an authorized representative of the Cooperative, sufficient permanent improvements have been installed on the property to qualify as a permanent service, the amount of the line extension credit that would have normally been applied will be refunded to the customer.

SECTION III. OTHER CONDITIONS

1. This estimate is based on information supplied to Mohave by the Developer. Should the plans, specifications, and/or details supplied to Mohave change, Mohave has the option of rendering this contract null and void, or requiring the Developer to make necessary corrections at his expense.

2. All easements, rights-of-way and surveying required by Mohave will be furnished to Mohave without cost. These will be furnished in a manner and form approved by Mohave, and must be satisfactory to Mohave.

3. When an underground line extension is requested, a detailed, referenced as-built plan of the conduit system shall be provided to Mohave upon completion of the conduit installation.

4. All construction will become the property of Mohave and will be owned, operated and maintained by Mohave, except individual consumer's wiring, disconnect breakers or switches and facilities on the consumer's premises.

SECTION IV. EXECUTION OF AGREEMENT

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

Consumer Signatures

By _____
Consumer Signature

By _____
Consumer Printed Name

By _____
Attestor Signature

By _____
Attestor Printed Name

Date _____

Cooperative Signatures

By _____
Mohave Electric Cooperative, Inc.

By _____
Attestor

Date _____

Revised 11/01

Underground Overhead