

ORIGINAL



May 31, 2005

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Roger Chantel  
10001 E. Hwy. 66 Kingman, AZ 86401 2005 JUN -6 P 4: 07

AZ CORP COMMISSION  
DOCUMENT CONTROL

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

Arizona Corporation Commission  
**DOCKETED**

JUN - 6 2005

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

DOCKETED BY	
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Dear Commissioners and Officers of the Arizona Corporation Commission (ACC):

This is an up date on the complaint that Mohave Electric Cooperative (MEC) is directly and indirectly refusing to supply electricity to customers in their outlying service areas.

In the 12<sup>th</sup> month of 2004 I and others requested that MEC provide electrical service to our property located in Mohave County. In an effort to assist MEC in meeting their time requirements of providing electrical service to our properties in a timely manner, I copied one of their line extension agreements and inserted the names and property descriptions that service was to be provided to and sent this document to MEC for their approval. They returned it. A normal utility company would have moved this application request through their service department and made any corrections on the contract, then brought them out to me and explained the need for the new changes. Since MEC is indirectly denying electrical service they filed a letter with the ACC claiming that I altered and changed one of their contracts and did not follow their procedures. Please note that their procedures are not on file with the ACC and they are continually changing terms, conditions and procedures. It appears the reason for MEC filing said letter with the ACC is an act of denying electrical power to the applicant. After three months of communication with MEC they finally sent a line extension agreement, in fact they sent two different line extension agreements. Contract 2005-111 line extension agreement appeared to be in compliance with the ACC's rules and regulations and the other appeared to have implied terms and conditions that have been created by MEC's legal and managing staff. I signed the contract that appeared to be in compliance with the ACC's rules and regulations and sent the money that MEC requested. I included a letter with the contract stating that there were a number of areas that were unclear and ambiguous and asked them to clarify some of the areas. The contract had some dates listed in it and I asked if these dates were the proposed start and completion dates. In Docket No. E-01750A-03-0373 the Commissioner ruled that MEC had violated parts of R14-2-207 B 1. It appears that MEC is still violating many of the rules mentioned in that

Docket No. It appears that the legal and managing staff of MEC totally rejected the Commissioner's ruling.

I am including a copy of the April 1, 2005 letter that MEC sent to me. This letter clearly states that MEC will not accept or honor the contract that I signed and paid money on for contract work order #2005-111. You can request a copy of that signed contract from MEC. In the April 1, 2005 letter it said I had to sign the second contract and pay them \$9,104.38. I notified MEC's Board of Directors and informed them of the improper action of their managing staff. I have not heard from any board member nor have they taken any action to correct this injustice. I have concluded that it appears that they are conspiring with MEC's legal and managing staff. In accordance to Arizona State Law and U.S Federal Law this type of action is considered a form of extortion. I have filed a complaint with the Arizona Attorney General's office. (Copy included)

As a visionary, I view problems and solutions in a much broader sense and we exert our thoughts in a dominant thinking style that in many cases may appear to be a threat to authorities. As a visionary I am only sharing with you the injustices that MEC is doing to me and my neighbors. You are the authority and are the responsible party to correct these injustices.

The ACC has pictures of one of the buildings needing electric and our power poles our in place waiting for service.

I am requesting a hearing on this matter.

#### SOLUTION

There are a number of ways the ACC can move in their efforts to correct the injustices that I and my neighbors have been experiencing over the past few years. One of them may be to subpoena every board member of MEC to the hearing and request the Attorney General's office to intervene. Someone in government should make a determination as to whether MEC's board members are acting in a conspiring manner with MEC's management to refuse electrical service to property owners in their certified area.

As a visionary my thinking process covers large portions of a system and how elements can affect each other. I will include a broader system solution in a separate letter that will not be sent to MEC.

Respectfully submitted,



Roger Chantel  
Union Carpenter/Visionary

May 31, 2005

Information that may assist readers in their understanding of the Complaint

In many of my letters I sign them as Union Carpenter/Visionary. I am like most people in this world I have a profession that I work at that supplies some money, so I can have some material items in my life.

The VISIONARY thinking process has become a strong part of my life. This thought process has taken me over 30 years to develop and understand.

There are a number of different thinking processes that are used by the people in this world. The most common is called logical thinking. Logical thinkers surround themselves with beliefs that make them comfortable. Most people do not put forth any energy to understand their own thinking process. Very few people desire to move out of their present thinking capacity and move on to a thought process that may generate greater understanding for the betterment of the people that live around them. There are very few advanced visionaries. Because the number of visionaries is very few it may take some time for people to see the advantages that visionaries can share with logical thinkers. The visionary thought process is a dominant thinking style and I am sure it has intimidated many of you logical thinkers. Visionaries view problems and solutions from a linear plan and they use a number of concepts, such as perspective-procrency, mixing and blending creative thoughts with intuitive-intelligence that comes up with solutions and how they may turn out after they are placed in a working system.

Most government workers are concerned with their department, their job, themselves, and their lives at home. This is a standard thought process for logical thinkers. Most logical thinkers surround themselves with beliefs, such as my house will be there when I get home, I will have a job when I wake up, my retirement will be there when I get old and cannot work anymore and most of them believe that the government will survive the up coming events. Take a moment and think what would happen to a logical thinker if one or all of these beliefs were false. How would they solve the problem of their false belief when it came to a reality? This brings us to the complaint that I have filed with the Arizona Corporation Commission (ACC). In the past the ACC had a belief that there was no real problem. There are number of ACC's personnel that belief and think that the complaints filed represents some serious concerns. Others want to maintain the idea of, let's cover it up and it will go away. The department is *spite* in its beliefs as to whether this problem will go away.

True Visionaries look far beyond the problem for their solutions. There are as many solutions as there are people working for the government. In most cases logical thinkers have doubts about the workable solutions, so they are not sure in what direction they should move.

The government knows that population growth is a major problem. In most cases government departments make very few decisions on solving this problem. I am not going to go into the details or concepts of this solution.

We are in a fast changing phase in technology development, conceptual thinking development, and governmental program development. These are just a few areas that are affecting our system and its ability to survive. Government leaders need to take a look at the fact that our system may not have the ability to survive up coming events. If there is any doubt in your mind that the present population expansion programs are not performing to expectations, you can assure yourself and the department you are working for that if some kinds of changes are not put into our government's system, the population growth issues will destroy our present system.

This ACC complaint is about electricity and its cause came about by the effects of growth. Most of the government problems today are from rapid expansion of population growth. As a visionary I look at the real problem, "**population growth**". I look at the complaint as an effect of a bigger problem. The solution that I am going to share may seem far away from the complaint, but for those of you that can see beyond your own job you will see the values that exist in this solution. Please take into consideration that I am only presenting an idea to a solution not a working model of the solution.

The ACC has laws on their books that creates and protects certified territories for utility companies. In the past that worked nicely because most of the utility companies expanded their equipment, their work force and structured their finances in such a manner so each utility company moved into rural areas at the same pace. This meant that utility customers received similar types of service. What is happening is the Mohave Electric Cooperative (MEC) failed to increase its equipment, its work force and its financial structure to keep up with growth in its area. One of the reasons they failed in this area is because management has focused on returning large portions of its revenue back to the membership.

As a visionary I ask the ACC's staff to change their beliefs that this complaint is a problem. I pray that some of you can develop a new belief and understanding that this complaint is an opportunity to start working towards getting the State and the general population through this population expansion crisis. One solution addresses a number of problems and reaches into vast areas of government. This solution can be engineered and designed in a number of ways.

## SOLUTION

Since this complaint is filed against MEC it can be confined to just MEC's certified area. The problem is people want electricity expanded to their rural property. The problem is MEC does not what to provide equipment, the work force or the financing to place electric power to these parcels. The problem is that the ACC has created certified areas that prevent other utility companies from providing service to these areas. State law makers have created solutions to this problem by passing a number of laws stating that

companies should be using or developing solar power for the citizens to use. As a visionary I take a number of parts and place them into a whole to come up with a solution. I gather all of the problems I can find and then place them into a solution. IN A SHORT STATEMENT you open up this certified territory by allowing or requiring companies to meet and exceed their solar expansion requirements. You would do this by developing a means of solar credits that customers can file for. These solar credits can be bought and sold or placed with energy companies and utility companies to meet their solar requirements. After a number of these solar watt credits are placed in an area the utility company holding these solar watt credits can get the right to extend power lines into this block of solar credits. The utility company that holds the certification rights must buy these solar credits if they want to protect there area. In an effort to preserve balance the State may require the customer to pay a ½ cent per watt per year for the use of these solar credits. To make this energy program work these solar credits should be priced around \$5.25 per watt. I have not included all of the details and you will have to contact me for further information. The point is if the State will advance its thinking ideas there are a large number of solutions that are available to get us through this population crisis.

May God honor your everyday beliefs.

A handwritten signature in cursive script that reads "Roger Chantel". The signature is written in black ink and is positioned above the printed name.

Roger Chantel  
Union Carpenter/Visionary

# MOHAVE

Electric cooperative  
Touchstone Energy® Cooperative

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

April 1, 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:

On March 31, 2005 Mohave Electric Cooperative, Inc. received your March 28, 2005 letter. Your letter includes a diatribe regarding your perceived interpretation of Mohave's contracts. Please be advised that Mohave's line extension agreements speak for themselves; additions or substitutions to Mohave's agreements by a customer are not acceptable. Your letter is not to be construed as being an addition to or valid interpretation of Mohave's agreement.

Your letter included the executed agreements for the system modification (Work Order 2005-111) for your line extension; your personal check in the amount of \$409.83 for the estimated cost of the system modification was also received.

However, you failed to enclose the executed agreements and construction contribution (estimated at \$9,104.38) for the 1,287 foot line extension (Work Order 2005-112) that I sent to you on March 21, 2005. This agreement and contribution is directly related to the system modification project; simply put, one cannot be completed without the other.

As I have repeatedly explained to you, the agreements for the 1,287 feet of line and construction contribution are also required if you would like the line extension construction to commence prior to your installation of the minimum permanent improvements required to qualify for line credit(s).

Since you have not returned the line extension agreements and construction contribution for Work Order 2005-112, I surmise that you may be working to install the minimum improvements required to qualify for the line credit(s). If that is the case, notify me and I will have a Staking Technician field verify the status of your improvements. Once the verification is made, I will send you a revised cost estimate and construction agreement for the 1,287 foot line extension. The revised agreement will include a line credit of up to 625 feet for each qualifying, permanent service.

Mohave cannot proceed on this project until you send the properly executed agreements and construction contribution for Work Order 2005-112, or notify me that you wish to pursue your second option of installing the necessary improvements to qualify for a line extension credit(s).

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

Sincerely,

Mohave Electric Cooperative, Inc.

A handwritten signature in cursive script, appearing to read "John H. Williams", with a long horizontal flourish extending to the right.

John H. Williams  
Line Extension Supervisor

Cc: Steve McArthur  
Arizona Corporation Commission

May 31, 2005

Roger Chantel  
10001 E. Hwy. 66  
Kingman, AZ 86401

Attorney General Office  
Terry Goddard  
1275 West Washington Street  
Phone, AZ 85007

Dear Attorney General,

I am sure that your office receives letters everyday of complaints about some kind of crime or action that seems to be illegal. When a person or business is licensed by the State to provide a service, their actions should be closely monitored. They should not receive some kind of immunity from prosecution just because they may believe licensed officials are above criminal action. When a utility company, like Mohave Electric Cooperative (MEC), fails to follow State rules and regulations and they reject rulings handed down by the Arizona Corporation Commission (ACC), this is an indication of some kind of white collar crime going on. It appears that the crimes being committing by MEC has been going on for years.

I am lodging a complaint and reporting a white collar crime that has been going on for years.

Under State rules, MEC was granted a certified area of service that they were supposed to provide electrical service to. Under State rules, no other utility provider could service this area. This means that MEC has control over the area that the State granted them rights to. The legal and managing staff of MEC created a scheme that would generate large amounts of revenue without providing electrical hook ups. They created unclear and ambiguous contracts that were written in such a manner that they could over charge customers and if someone claimed the charge was too much, they would give them a little refund. Because MEC's activity has gone on for such a long period of time, they have expanded their crimes into extorting money from customers by creating outrageous requirements and conditions from customers who request service.

The ACC requires all utility companies to file any new tariffs that are being charged to its customers. You can verify MEC's criminal activity by reviewing all of the complaints on file with the ACC.

I, Roger Chantel, am a fellow land owner who requested an electrical line extension to some property that I own. The law requires that service be provided in a reasonable time

manner. We started our request in December of 2004. Under MEC's rules and regulations, property owners and service requestors will receive 625 feet of electrical line at no charge. I copied one of MEC's standard contracts and changed it to include the property that electrical service was being provided to. I also provided the ACC with a copy. MEC then sent one of their representatives out to measure the distance and determine that we were over our free footage amount by 30 to 40 feet. For some reason MEC sent two different types of contracts. One contract requested that we pay for the complete line extension and the other requested that we pay for the distance that was over our allotted footage. I signed the contract that stated we were over or allotted footage and paid them the money they requested. I returned the contract to them with a letter stating that their contract was unclear and ambiguous. I asked them to explain a few parts of their contract. Normal contractual law requires the signing of one contract and if a new contract is signed the old one may become void.

On April 1, 2005 (copy included) I received a letter from John Williams, a managing representative of MEC. In that letter Mr. Williams clearly states that he had received an executed agreement for my line extension. Work order #2005-111 and #2005-112 are work orders for the same line extension. Each of these work orders supply electric to the same property, the line extension footage is the same. If I were to sign both of these work orders agreements I would be requesting the same service twice and I would be paying for the some service twice. In his letter he made a reference to some kind of minimum improvement or requirement that is a tariff and is required before MEC could provide electrical service. Their work order #2005-112 (copy included) is unclear and ambiguous as to what conditions and requirements are supposed to be completed before line extension credits are applied. We have met all of the electrical requirements and have provided pictures to MEC and the ACC of the installation of said electrical requirements. As I read the letter dated April 1, 2005, it sounded like they were trying to obligate me into paying money that I am not required to pay. As you read their letter, it appears they have the right to change any portion of this work order at will and add any charges that they feel they can get away with on new electrical hook ups. In Mr. Williams letter states that once verification is made he will revise one or both of the construction agreements that were submitted.

If you review Section I, No. 4 of TERMS OF CONSTRUCTION of work order #2005-112, it states that I must pay \$9,104.38 before they will provide any service to the mentioned property. Work order #2005-111, which I signed and sent to MEC with the money they requested appears to comply with the ACC rules and regulations and I assume is a legal binding contract. You may acquire a copy of work order #2005-111 from MEC. The letter dated April 1, 2005 and the work order #2005-112 are instruments of extorting \$9,104.38 in lawful money from myself and other customers of MEC.

The facts and laws seem to be very clear in this case. I filed for an electrical line extension under the rules and regulations of the ACC. MEC sent me a contract under these rules and regulations, which I signed and paid money on and returned to them. MEC then started making claims that they have created some kind of minimum improvements and requirements that I have to be meet before they will provide electrical

service under the contract that I signed. They provided another contract stating that if I paid them \$9,104.38, I would not have to meet their minimum requirements. This appears to be an act of extortion and a crime in the State of Arizona.

I am requesting the Attorney General's office to investigate this matter and if it finds that MEC has not filed the conditions and requirements as tariffs with the ACC, the Attorney General's offices would proceed in filing charges against MEC's staff for extorting money from its customers. More information can be obtained from the ACC Docket E-01750A-04-0929.

Please advise me on the action you intend to take. If I am not advised on the action you intend to take, I will assume you are not going to take any action.

Respectfully submitted,

A handwritten signature in cursive script that reads "Roger Chantel".

Roger Chantel  
Union Carpenter/Visionary

Copy sent to:  
Mohave Electric Cooperative  
Arizona Cooperation Commission