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BEFORE THE ARIZONA CORPORATION COMMISSION

AZ CORP COMMISSION

COMMISSIONERS DOCUMENT CONTROL

JEFF HATCH-MILLER, CHAIRMAN

WILLIAM A. MUNDELL

MARC SPITZER

MIKE GLEASON

KRISTIN K. MAYES

ROGER CHANTEL,

Complainant,

vs.

MOHAVE ELECTRIC COOPERATIVE,
INC.

Respondent.

) DOCKET NO. E-01750A-04-0929
)
) PRE-HEARING BRIEF
) REGARDING LEGAL EFFECT OF
) DECISION NO. 67089 AND
) REQUEST FOR LEAVE TO FILE
) MOTION FOR SUMMARY
) JUDGMENT AND TO VACATE
) HEARING
)
)

By and through its counsel Curtis, Goodwin, Sullivan, Udall & Schwab, and pursuant to Administrative Law Judge Wolfe's Procedural Order of June 10, 2005, Respondent Mohave Electric Cooperative, Inc. ("Mohave") submits its Pre-Hearing Brief on the legal effect of Decision No. 67089 and moves for the dismissal of Complainant's Complaint on the ground that Complainant is collaterally estopped from raising the same issues raised in Complainant's prior proceeding to wit: has Mohave complied with applicable Commission rules and regulations and Mohave's own applicable rules and procedures for line extension agreements ("Agreement for Constructing Electric Facilities"). The matter has already been litigated between the same parties; and unquestionably resolved in Mohave's favor. The facts of this present matter are clearly presented in the correspondence exchanged between the parties. The only issue is a legal one - whether Mohave has complied with the applicable Commission rules and regulations and its own applicable rules and procedures. To

1 take up an entire day of an administrative law judge's time and the time of other valuable
2 Commission staff will be an unjustified waste of the Commission's resources. Accordingly,
3 Mohave moves for leave to file a motion for summary judgment to unilaterally stop this
4 proceeding from going forward under Rule 56 of the Arizona Rules of Civil Procedure.
5 Mohave further moves to vacate the hearing scheduled for August 30, 2005 at 10:00 a.m.
6 pending a ruling on Mohave's Motion.
7

8 **MOHAVE'S POSITION**

9 Since approximately July 2002 (*see*, Decision 67089, ¶ 21), apparently a real
10 estate speculator, Mr. Chantel has been engaged in attempts to alter and redraft Mohave's line
11 extension agreement form to avoid paying line extension money. (*see*, Decision 67089, ¶ 74).
12

13 A comparison of the Commission recited facts in Decision No. 67089 (docketed on June 29,
14 2004) and the allegations of Mr. Chantel's current Complaint filed on December 27, 2004
15 disclosed Mr. Chantel is arguing most of the same false previous allegations. A review of
16 correspondence since the issuance of Decision No. 67089 discloses Mohave's repeated efforts
17 to create a line extension agreement and complete delivery of power to Mr. Chantel in a
18 different subdivision. Over and over again Mohave advises his efforts to change the ACC
19 approved line extension agreement form with unacceptable revisions and grossly inaccurate
20 calculations only delays Mohave's efforts to deliver electrical service to him.
21

22 Since the real issue Mr. Chantel has twice presented is whether Mohave
23 requires a customer electric service and a line extension to comply with its normal, well
24 established (and Commission-approved) practices, including execution of its approved line
25
26

1 extension agreements is reasonable? (The Commission previously resolved the same
2 question in the affirmative and the doctrine of equitable estoppel precludes Mr. Chantel from
3 being able to get “another bite of the same apple”), in this subsequent proceeding.

4 **COMMISSION’S FINDINGS OF FACT IN DECISION NUMBER 67089**

5 The Commission’s Findings of Fact in Decision Number 67089 reflect that
6 Mohave was vindicated in every aspect of Complainant’s acrimonious allegations:

7 160. In their Closing Brief, Complainants stated that as the line
8 extension rules exists, they are unfair and unjust (Complainants’
9 Closing Brief at 6), and offered Complainants’ “vision of how
10 electricity should be supplied” (*Id.* At 6, 7). Complainants’ “vision”
11 included, among other changes, the Commission having a “direct or
12 indirect interest” in Mohave’s electricity “supply lines” (*Id.* at 7);
and the Commission assisting Mohave’s management “in bringing
about a small rate increase” (*Id.* at 9), which “rate increase may have
to be backed up by another small rate increase” (*Id.* at 10).

13 161. No evidence presented in this proceeding supports
14 Complainants’ assertion that Mohave’s approved line extension
15 rules are either unfair or unjust. No evidence or arguments
16 presented in this proceeding support the consideration or adoption of
Complainants’ vision of the provision of electric service in
Mohave’s service territory.

17 **COMPLAINANT’S ALLEGATIONS IN LATEST COMPLAINT - SAME**

18 Mr. Chantel alleges the following in his December 27, 2004 Complaint:

19 I filed for a line extension under the ACC R14-2-207 and MEC’s
20 line extension rules, which grants the customer 625 feet of free
21 footage. I have enclosed a copy of the letter that was sent back to
me denying James Rodgers and myself electric service, along with
22 the documents that I supplied to MEC requesting line extension.

23 You will find a number of areas in this letter that directly and
24 indirectly point out that we are being denied electrical service.
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1) The letter states that they are returning all of the documents I sent in our line extension request. If you will note, they sent the originals back to me. This indicates to Mr. Rodgers and me that they have no intention of proceeding with this line extension.

2) This letter claims that the forms authorized by Mr. Rodgers and myself are unacceptable. This is a direct indication that MEC does not intend to supply electrical power to this area under ACC R14-2-207.

3) If they had intentions of supplying power, they would have outlined point by point what was not acceptable in the forms that were supplied to them.

4) Another indication that they do not intend to supply power is that they voided the check that was enclosed for payment on extra wire needed to make this line extension safe for the general public.

5) The proper procedure for line extension was established at the Arizona Corporation Commission hearing inside of case 2002-21038.

6) In general, MEC's costumers have one address to communicate with representatives and that includes the Board of Directors of MEC. MEC's inner staff distributes the mail to the departments. Mr. Rodgers and I are both customers of MEC and all of the information is on file in their computers. If ME intended to supply power, they would have referred this request to their Customer Service for any additional information needed to apply for a separate meter or separate billing.

RESPONSE TO COMPLAINANT'S ALLEGATIONS

1. Mr. Chantel's "original" documents were returned because they were his "originals" and not Mohave's. Mr. Chantel retyped it with his own modifications to reduce the cost to less than \$10.00 for a 1,500-foot line extension. Mohave has never acted or intended to not provide electric service. It required and continues to require Mr. Chantel perform as all other customers seeking a line extension agreement – use and not modify the Mohave's form, do not avoid the formula expense, and follow the customary, normal, established procedures.

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2. Mr. Chantel's claims he was not advised of the shortcomings of his drafted line extension agreement are untrue. Mohave succinctly explained in writing what was unacceptable in the Complainant's redrafted forms (see Mohave's correspondence for 12-6-04, 12-22-04 and 1-12-05).

3. The return of Mr. Chantel's check is no issue. When a check is being returned to a customer, it is Mohave's practice to stamp the customer's check "void" in order to avoid an accidental deposit of the funds. Check return is a "red-herring". The fact is that Mr. Chantel has attempted for years to obtain a line extension to his real estate investments without bearing any costs.

4. Mr. Chantel's Complaint paragraph 6 discloses how he will pursue any argument, whether logical or not, for his goal of free electric service. He submits an unacceptable form of line extension agreement designed to relieve him (but not the other 35,000 members) of any of the associated line expenses. Upon return of his form of unacceptable agreement, he attacks Mohave for not having internally forwarded his unacceptable agreement to Customer Services.

5. In short, Complainant misrepresents: 1) what has occurred since this Commission issued its Decision Number 67089; and 2) the outcome and ruling of the prior proceedings that culminated in Decision Number 67089.

6. The effect of this Commission's prior Decision concluded Mohave had not violated any duties to Complainant as a customer seeking a line extension to his remotely located real estate; and Mohave was not obligated to accept (a) Mr. Chantel's revised line

1 extension form or (b) his grossly miscalculated costs for the line extension.

2 **REVIEW OF FACTS**

3 The following highlights the correspondence/communication exchanged
4 between Complainant and Mohave since the issuance of Decision Number 67089 through the
5 middle of April, 2005. A discernible theme is woven into the correspondence – it underscores
6 Complainant’s refusal to: 1) follow Mohave’s normal simple procedures; 2) meet established
7 pre-conditions for line extension cost credits; 3) execute Mohave’s normal forms without
8 altering them; and 4) pay the normal costs necessary for the electric service requested.

9
10 6-29-04 Pursuant to Commission orders Mohave forwarded to the
11 Chantel’s a line extension agreement amended in conformity with the requirements of
12 Decision Number 67089. See Exhibit A. The subject property is a parcel in the Music
13 Mountain Ranches subdivision, not the Sunny Highland Estates of the prior proceeding.

14
15 12-2-04 Complainant forwarded two non-conforming, redrafted line
16 extension forms (unacceptable to Mohave), other miscellaneous documents, and a check for
17 \$8.40 to cover Complainant’s estimated cost for the line extension. See Exhibit B.

18
19 12-6-04 Mohave returned the documents sent by Complainant with an
20 explanation that non-conforming, redrafted line extension agreement forms were
21 unacceptable. Further instruction was given to Mr. Chantel for procedures to follow when
22 requesting electric service. See Exhibit C.

23
24 12-16-04 (approx.) Complainant resubmitted his non-conforming, redrafted
25 line extension agreement form, apparently identical to what he had submitted earlier in the
26

1 month.

2 12-22-04 Again, Mohave returned the entire package of non-conforming
3 documents and explained in writing (Exhibit C) that customers drafted line extension
4 agreements are not in conformance with Mohave's requirements and are unacceptable and
5 customers calculations of the costs for the line extension (\$8.40) must be in conformance with
6 Mohave requirements. Once again, Mohave explained the procedure for customers to follow
7 when requesting service. See Exhibit D.

8
9 1-5-05 (approx.) Complainant submitted line extension forms Mohave
10 provided in the summer of 2004 which apparently still contained one or more of the
11 unacceptable Chantel modifications. See Exhibit E.

12
13 1-12-05 Mohave returned the most recently submitted non-complying
14 forms and the check of \$8.40 because, as with the earlier submissions, the redrafted form was
15 unacceptable and Complainant was not following the established practices for requesting
16 electric service. See Exhibit E.

17 2-2-05 Mohave, after having commenced moving ahead and beginning
18 the processing of Complainant's request, advised Complainant in writing (Exhibit F) that
19 since Mr. Chantel had not installed the normally required minimum permanent improvements
20 required to qualify for the line extension line credits being requested, the amount of line credit
21 requested could not be granted until the normally required minimum permanent improvements
22 were in place. Mohave further requested Complainant to inform Mohave as to the course of
23 action he would take regarding the installing the normally required minimum improvements.
24
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1 Mohave enclosed the appropriate contract form for the requested electric service.

2 2-14-05 Complainant inquired, in writing, concerning the normally
3 required system modification fee and requested information concerning his request for electric
4 service made in December 2004. See Exhibit G.

5 3-3-05 Mohave repeated to Complainant what had been presented in
6 earlier correspondence about the normally required system modification fee and standard line
7 credit footage and the need for Complainant to provide information on what course of action
8 Complainant intended to take so that proper computations could be made. See Exhibit H.

9 3-10-05 Complainant states in writing he is concerned he has not
10 received a line extension agreement for the project. See Exhibit I.

11 3-21-05 Mohave responds to the 3-10-05 correspondence and reviews
12 what Mohave has previously requested from Complainant. Mohave encloses two standard
13 Agreements for Constructing Electric Facilities for Complainant's execution. See Exhibit J.

14 3-28-05 In correspondence, Complainant criticizes Mohave's
15 Commission-approved contracts which Mohave prepared for the Complainant's
16 circumstances. Complainant sends an executed agreement and a check for \$409.83 for
17 estimated cost of system modification but fails to execute the form of agreement and fails to
18 forward \$9,104.38 as and for the necessary 1,287-foot line extension. See Exhibit K.

19 4-1-05 Mohave responds to 3-28-05 correspondence and explains the
20 deficiencies of the 3-28-05 letter and the absence of the executed standard agreement and the
21 failure to submit \$9,104.38. See Exhibit L.

1 4-8-05 Complainant forwards his latest letter but again fails to include
2 the standard form of construction agreement previously forwarded and fails to submit the
3 normally computed funds (by check) for the estimated costs. See Exhibit M.

4 4-15-05 Mohave responds to 4-8-05 correspondence and advises
5 Complainant that he has not returned the Agreement and has not forwarded funds (\$9,104.38)
6 for the construction contribution. Mohave forwards again the Agreement sent on 3-21-05.
7 See Exhibit N.

8 As a final footnote to the foregoing, revealing information concerning
9 Complainant is found on the Internet (Exhibit O) by simply typing "Roger Chantel Kingman"
10 on a search engine. The following appears within a larger article:
11

12 REICM #3: A Kingman resident, Roger Chantel, a local
13 carpenter and developer, has recently made A series of
14 offer/counteroffers for our Sunny Highlands Estates
15 property. As of press time, a satisfactory agreement could
16 not be reached, and is doubtful because: (1) Chantel is
17 unable to draft a legally correct agreement by himself and
18 unwilling to use an attorney; (2) REICM has no one in
19 Kingman willing and able to research costs and to monitor
20 Chantel's actions; (3) in a joint venture, the developer can
21 so easily hire an expensive contractor or cause a lawsuit
22 that could cancel out the value of the land!

23 The foregoing helps us to understand why Mr. Chantel's urgent need in 2003
24 through early 2004 for a line extension to the Sunny Highland lots he owns. He has lost an
25 interested purchaser of his lots and now the need does not exist. Hence, he has moved on to
26 another lot in another apparently abandoned subdivision.

1 **LEGAL ANALYSIS**

2 Mohave incorporates by reference its Post-Hearing Brief in E-01750A-03-
3 0373, and all legal analysis therein. A copy of said Brief is attached hereto as Exhibit P for
4 the convenience of this Commission. The theme Mohave weaves through this present Brief is
5 its professional and cordial efforts to attend to Complainant's request for service.
6 Complainant has objected to being required to use the same form all other line extension
7 applicants use. What appears to be the only major distinction between this case and the facts
8 resolved by Decision No. 67089 is Complainant has abandoned his pursuit of a line extension
9 agreement for Sunny Highlands Estates and now pursues a line extension agreement for a
10 parcel in the Music Ranches subdivision. Short of this distinction, Complainant's *modus*
11 *operandi* is identical. In any event, Mohave's conduct has been exemplary in the face of an
12 obstreperous customer who is seeking free electric services at the expense of all other
13 cooperative members.
14
15

16 Since, from a legal perspective, there is little difference between the factual
17 circumstances of Complainant's present Complaint and the Complaint resolved by Decision
18 Number 67089, Complainant's Complaint is barred by the doctrine of unilateral estoppel (and
19 perhaps *res judicata*). Unilateral estoppel precludes a party from relitigating issue or fact in
20 question that was finally resolved in a previous proceeding and where the parties had a full
21 and fair opportunity to litigate the issue. *See, 4501 Northpoint LP v. Maricopa County*, 209
22 Ariz. 569, 105 P.3d 1188 (App. Div.1 2005); *Washburn v. Pima County*, 206 Ariz. 571, 81
23 P.3d 1030 (Div. II 2003); *Smith v. CIGNA Health Plan of Ariz.*, 203 Ariz. 173, 52 P.3d 204
24
25
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1 (App. 2002). Here, it is immaterial that Complainant is pursuing a line extension in a
2 completely different subdivision than in the prior proceeding; the issues and parties are still
3 the same.

4 Finally, it is a well-accepted principle that a utility company is not bound to
5 provide service to those prospective customers who refuse to comply with Commission-
6 approved procedures and practices.
7

8 A review of the specific allegations in Complainant's new Complaint reveals
9 the claims are the same as before. In his new Complaint of December, 2004, Mr. Chantel
10 raises the same frivolous, misleading and false statements he made in his previous Arizona
11 Corporation Commission proceeding that concluded in this Commission's Decision Number
12 67089 of June 29, 2005. This Commission concluded, in ¶ 161 of its Findings of Fact in the
13 aforementioned Decision that:
14

15 ... [t]here was no "demonstration at the hearing, including
16 the testimony of the witnesses called by Complainants at
17 the hearing, that Mohave has not properly and consistently
18 applied its Commission-approved line extension rules, or
19 that Mohave acted in a discriminatory manner in the
20 application of its Commission-approved line extension
21 rules.

22 Arizona case law is clear on the application of unilateral estoppel (and *res*
23 *judicata*) principles to administrative agency proceedings. *See, State ex rel. Dandoy v. City of*
24 *Phoenix*, 133 Ariz. 334, 651 P.2d 862 (App. 1982); *Tucson Rapid Transit Company v. Old*
25 *Pueblo Transit Company*, 79 Ariz. 327, 239 P.2d 406 (1955). Once Complainant has received
26 a fair opportunity in a proceeding to present evidence that might support his allegations, he is

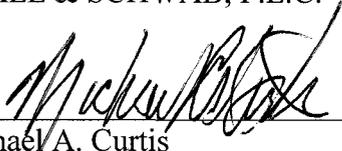
1 precluded from reviving the allegations that have been demonstrated and ruled to be false.
2 Complainant had his opportunity to appeal the administrative decision of this Commission
3 after Decision Number 67089 was entered and docketed. He did not appeal. His failure to
4 appeal the Commission's final administrative decision precludes further litigation of any kind
5 on the issue.
6

7 **CONCLUSION**

8 As evidenced by the correspondence attached as exhibits hereto, and the
9 conclusions of the Commission in its Decision Number 67089, Mohave has now
10 demonstrated on two occasions that its conduct has been exemplary in the face of a belligerent
11 customer bent on falsely alleging misconduct with the hope of getting free electric service to
12 locations in abandoned/partially developed subdivisions. Complainant has a well-documented
13 pattern (for years) of misconduct, false representations, and failure to follow the reasonable
14 requests of Mohave as to procedural steps. Based on the foregoing, Mohave reurges the
15 granting of its Motion for leave to file a motion for summary judgment and for the vacating of
16 the hearing on August 30, 2005.
17

18 RESPECTFULLY SUBMITTED, this 22nd day of July, 2005.

19
20 CURTIS, GOODWIN, SULLIVAN,
UDALL & SCHWAB, P.L.C.

21 
22 _____
23 Michael A. Curtis
24 Larry K. Udall
25 2712 North 7th Street
26 Phoenix, Arizona 85006-1090
Attorneys for the Respondent Mohave

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**Original and fifteen (15) copies of
the foregoing filed this 22nd day of July, 2005 with:**

Docket Control Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

**Copies of the foregoing hand-delivered and/or mailed
this 22nd day of July, 2005 to:**

Lyn Farmer, Administrative Law Judge
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Christopher Kempley, Chief Counsel
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Tim Sabo, Legal Division
Legal Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

Ernest Johnson, Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Arizona 85007

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



AFFIDAVIT OF STEPHEN McARTHUR

STATE OF ARIZONA)
) ss.
County of Mohave)

Affiant, Stephen McArthur, being first duly sworn, depose and state:

1. I am the Comptroller for Mohave Electric Cooperative, Inc., and I have considerable familiarity with Mr. Roger Chantel and his allegations on his purported efforts and misrepresentations over a line extension agreement. I have participated in or supervised all of Mohave's dealings with Mr. Chantel over the past few years. There is no truth in Mr. Chantel's allegations. He has his personal agenda of receiving thousands of dollars worth of services and benefits from Mohave Electric Cooperative, Inc. at no expense to him.

2. In Arizona Corporation Commission Decision 67089 (docketed June 29, 2004), Mohave Electric Cooperative, Inc. was instructed to provide Roger and Darlene Chantel with a copy of the Mohave Electric Cooperatives line extension agreement for his parcels in the Sunny Highland Estates, such Mohave form to be amended as ordered in the Decision within 30 calendar days of the effective date of the Decision. Mohave was further ordered to file with the Commission certification that it had provided Roger and Darlene Chantel with a copy of the amended line extension agreement amended in conformity with the instructions of the Decision. Mohave's In-House Counsel complied with that order and filed a certification. To the best of affiant's knowledge, Mr. Chantel made no further effort to seek electric service to the parcels in Sunny Highland Estates.

3. In early December, Mr. Chantel forwarded to Mohave an unauthorized redrafted line extension agreement form apparently prepared by Mr. Chantel for electric service to lots in a subdivision known as Music Mountain Ranches which draft did not meet the

requirements of Mohave, along with other documents.

4. On December 6, 2004, John Williams, Mohave's Line Extension Supervisor, wrote Mr. Chantel explained the standard practices and proper procedure for requesting electrical service, and explained that Mr. Chantel's documents were being returned to him because his revisions to the line extension agreement form did not conform to the Mohave Electric approved forms and therefore were unacceptable. Mr. Williams explained the proper procedure for requesting electric service complied with by all other customers was to contact the Customer Service Office.

5. In the middle of December, 2004, Mr. Chantel resubmitted again his redrafted line extension form of proposal, apparently identical to what he had submitted earlier in the month. When Mohave received these new nonconforming documents, it immediately returned them to Mr. Chantel again with the written explanation that without complying with the forms and procedures of Mohave, customers are not permitted to write their own line extension agreements and to unilaterally determine in writing the costs for the line extension. Once again, Mohave explained the universal procedure for customers requesting service.

6. In early January, Mr. Chantel submitted what appeared to be line extension forms mostly identical to those original forms Mohave provided in the summer of 2004 but containing one or more of Mr. Chantel's modifications. As with the other redrafted non-conforming forms Mr. Chantel previously submitted, these documents were returned to Mr. Chantel for being unacceptably modified.

7. In late January, Mohave, in a spirit of cooperation, nevertheless continued to review Mr. Chantel's line extension request. Mr. Williams wrote an extensive letter to Mr.

Chantel (dated February 2, 2004) explaining the difficulties and expenses required for Mohave to comply with Mr. Chantel's request, particularly the requirements for line extension credits. Mr. Williams concluded his letter to Mr. Chantel by requesting him to get in touch and give instructions on how to proceed.

8. In response to Mohave's prior letter Mr. Chantel on February 14, 2004 inquired about the system modification fee. Mohave responded to him in writing on March 3, 2004 and explained:

"As stated in the February 2, letter, line credit footage cannot be granted until the minimum improvements to qualify for the credit are in place. You need to determine if you want to proceed with the line extension before or after the qualifying improvements are in place; once you have made that determination, contact me and I will forward the appropriate agreements. We cannot proceed with your project until you inform us of your plans; you have not yet informed us of your decision."

9. In reply Mr. Chantel demanded execution of a line extension agreement for the project. Without following the procedure and without having made contact with the Customer Services Department asking it to go forward on his request.

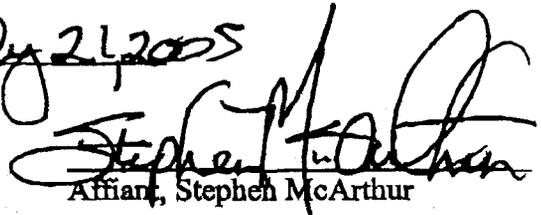
10. Mohave responded (March 21, 2005) to Mr. Chantel's March 10, 2005 letter and reviewed the data and information Mohave has previously requested from him. Mohave enclosed two forms of Agreements for Constructing Electric Facilities for execution by Mr. Chantel.

11. On March 28, 2005 Mr. Chantel responded by correspondence criticizing Mohave's forms of contracts which Mohave prepared for Mr. Chantel's 1,287-foot line extension circumstances. Mr. Chantel sent an executed agreement and a check for \$409.83 for estimated cost of system modification but failed to execute the agreement and failed to forward the costs of

\$9,104.38 for the 1,287-foot line extension.

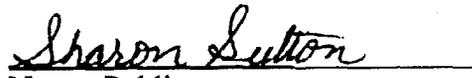
12. On April 1, 2005, Mohave responded to Mr. Chantel's March 28, 2005 letter and explained the deficiencies in his March, 28, 2005 letter and pointed out the absence of the executed agreement and the failure to include funds of \$9,104.38.

13. On April 8, 2005 Mr. Chantel forwarded correspondence to Mohave concerning his electric service request. Again he failed to include the executed construction agreement and failed to submit the funds (by check) for the estimated costs. Nonetheless, Mohave responds to Mr. Chantel's April 8, 2005 correspondence and advises Mr. Chantel that he has not returned the Agreement and has not forwarded funds (\$9,104.38) for the construction contribution. Mohave forwards again on April 15, 2005 the Agreement sent on March 21, 2005.

DATED July 21, 2005

Affiant, Stephen McArthur

SUBSCRIBED AND SWORN TO before me this 21 day of July, 2005 by

Stephen McArthur.


Notary Public

My commission expires:

July 12, 2006

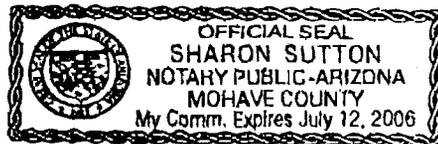


EXHIBIT A

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2004 JUL 19 A 11: 55

AZ CORP COMMISSION
DOCUMENT CONTROL

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Only

COMPANY NAME: Mohave Electric Cooperative, Inc.

DBA (if applicable): _____

DOCKET NUMBER(s): E-01750A-03-0373 DECISION #: 67089

INSTRUCTIONS: Please choose the item that best describes the nature of the case/filing.

UTILITIES - NEW APPLICATION

- | | | | |
|--------------------------|--------------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | New CC&N | <input type="checkbox"/> | Interconnection Agreement |
| <input type="checkbox"/> | Extension of CC&N | <input type="checkbox"/> | Rates |
| <input type="checkbox"/> | Deletion of CC&N | <input type="checkbox"/> | Financing |
| <input type="checkbox"/> | Cancellation of CC&N | <input type="checkbox"/> | Formal Complaint |
| <input type="checkbox"/> | Tariff (NEW) | | |
| <input type="checkbox"/> | Miscellaneous - Specify: _____ | | |

Arizona Corporation Commission

UTILITIES - REVISIONS/AMENDMENTS/COMPLIANCE

DOCKETED

JUL 19 2004

Application

Tariff

Decision No: _____

Promotional:

Docket No: _____

Compliance:

DOCKETED BY

MISCELLANEOUS FILINGS

- | | | | |
|-------------------------------------|------------------------------------------------------------------------------------------------------|--------------------------|---------------------|
| <input checked="" type="checkbox"/> | Affidavit (Publication, Public Notice) | <input type="checkbox"/> | Motion to Intervene |
| <input type="checkbox"/> | Request/Motion | <input type="checkbox"/> | Notice of Errata |
| <input type="checkbox"/> | Comments | <input type="checkbox"/> | Testimony |
| <input type="checkbox"/> | Exception | <input type="checkbox"/> | Response / Reply |
| <input type="checkbox"/> | Exhibit(s) | <input type="checkbox"/> | Witness List |
| <input type="checkbox"/> | Miscellaneous - Specify: <u>Respondent Mohave Electric Cooperative Inc.'s Certificate of Mailing</u> | | |

Decision #: 67089

15 July 2004
Date

Susan G. Trautmann, Esq.
Print name of the person who signed the document
(i.e. Contact Person, Respondent, Attorney, Applicant, etc.)

ORIGINAL



0000010630

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

COMMISSIONERS

MARC SPITZER, Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
MIKE GLEASON
KRISTIN K. MAYES

2004 JUL 19 A 11: 55
AZ CORP COMMISSION
DOCUMENT CONTROL

IN THE MATTER OF:

ROGER AND DARLENE CHANTEL

Complainants,

v.

MOHAVE ELECTRIC COOPERATIVE,
INC.

Respondent.

DOCKET NO.: E-01750A-03-0373

Affidavit of Certificate of Mailing

Respondent, Mohave Electric Cooperative, Inc., through undersigned counsel, hereby submits its certification that it has provided Roger and Darlene Chantel with a copy of the line extension agreement amended in conformity with Decision no. 67089 as executed by the Commission on the 29th day of June 2004.

RESPECTFULLY SUBMITTED this 15 day of July 2004.

MOHAVE ELECTRIC COOPERATIVE, INC.

Arizona Corporation Commission
DOCKETED

JUL 19 2004

DOCKETED BY [Signature]

By: [Signature]
Susan G. Trautmann, Esq.
1999 Arena Drive
Bullhead City, Arizona 86442
Telephone: 928.763.4115
Facsimile: 928.763.3315

1 ORIGINAL SENT with 13 copies plus one with self-addressed envelope for return of docketed
2 copy this 15th day of July 2004, to:

3 COMMISSIONERS:

4 Marc Spitzer, Chairman
5 William A. Mundell
6 Jeff Hatch-Miller
7 Mike Gleason
8 Kristin K. Mayes

9 Ernest G. Johnson, Director
10 ARIZONA CORPORATION COMMISSION
11 Utilities Division
12 1200 West Washington
13 Phoenix, AZ 85007

14 Lyn Farmer, Chief Administrative Law Judge
15 Hearing Division
16 ARIZONA CORPORATION COMMISSION
17 Utilities Division
18 1200 West Washington
19 Phoenix, AZ 85007

20 Teena Wolfe, Administrative Law Judge
21 Hearing Division
22 ARIZONA CORPORATION COMMISSION
23 Utilities Division
24 1200 West Washington
25 Phoenix, AZ 85007

Christopher Kempley, Chief Counsel
Legal Division
ARIZONA CORPORATION COMMISSION
Utilities Division
1200 West Washington
Phoenix, AZ 85007

21 COPIES of the foregoing mailed
22 this 15th day of July 2004 to:

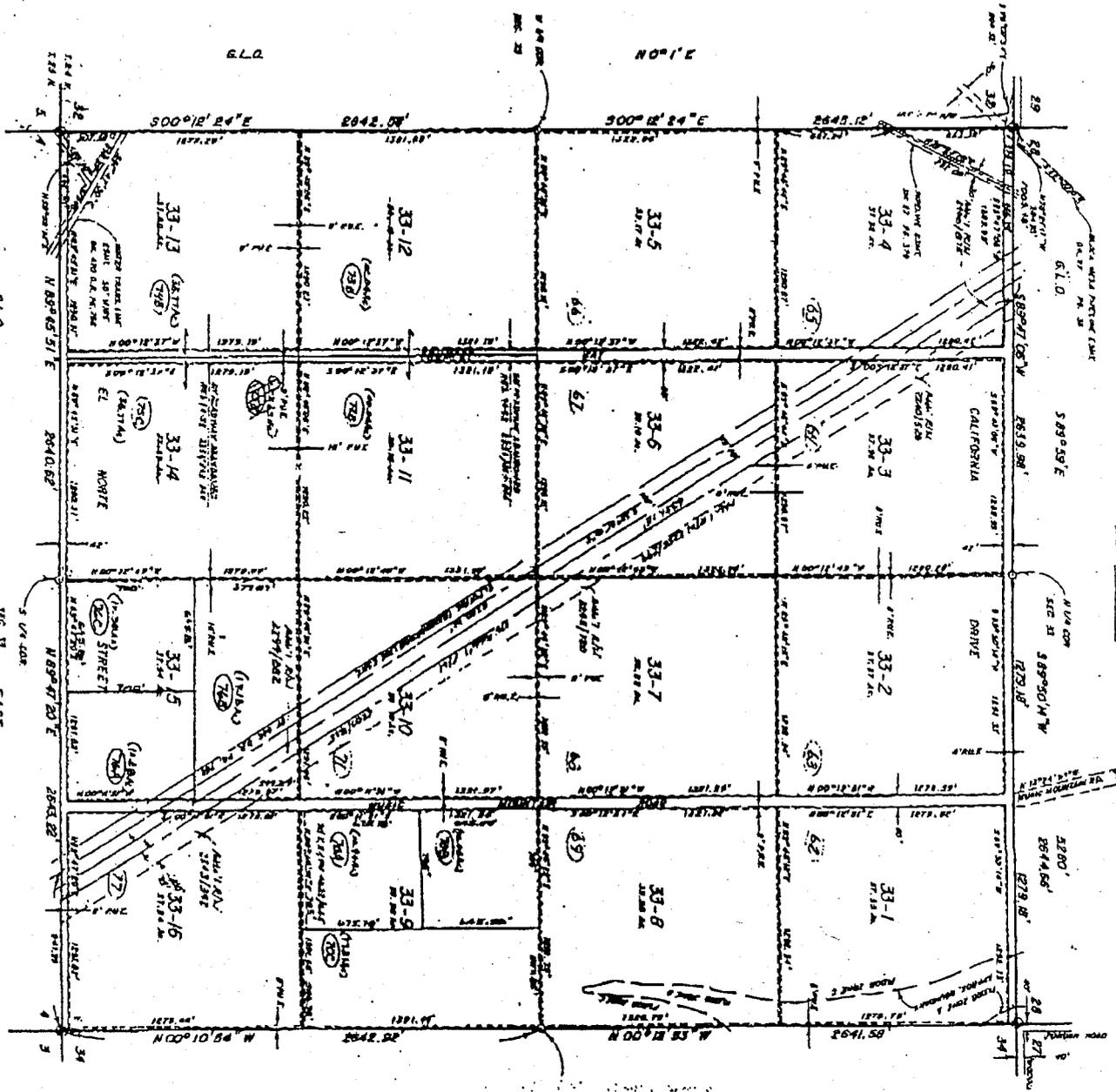
23 Roger and Darlene Chantel
24 10001 East Hwy. 66
25 Kingman, AZ 86401

By: Colleen Gannon
Colleen Gannon
Staff Assistant

EXHIBIT B

24N, 14W, 33

BOOK 313
MAP 11



SEC. 9, 17, 19, 21, 29, 33, 35, T. 24N, R. 14W
 AS REG. IN BOOK 5 OF PARCEL PLAT PAGES 43-45F
 REC. JAN. 2, 1999
 BOOK 313
 MAP 11
 FEE NO. 91-46

CHAN-LAN TRUST
 P.O. BOX 4281
 KINGMAN, AZ 86402

2377

91-547/1221

DATE 12-2-04

PAY TO THE MOHAVE ELECTRIC COOPERATIVE, INC. | \$ 8.40

OF
 Eight $\frac{40}{100}$

MOHAVE STATE BANK
 3737 STOCKTON HILL ROAD
 KINGMAN, AZ 86401

DOLLARS

FOR D

VOID

⑆ 122105472⑆ 2377⑆ 6050⑆ 01027⑆

© PERFORMA CHECKS & DESIGNSCAPES

MOHAVE ELECTRIC CO-OP. TEL: 928-763-3315

MOHAVE COUNTY

MAP 61
 6 OF 6
 Code 0500

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 Char-Lynn Trout
CUSTOMER
Roger Charles Trout

By _____
MOHAVE ELECTRIC COOPERATIVE, INC.

By Ann E. Cooper
CUSTOMER

By Deanne Cheate
ATTEST:

By _____
ATTEST:

DATE 12-2-04

DATE _____

PARCEL 33-11
AREA=39.130AC

PARCEL 33-10
AREA=39.192AC

PARCEL 33-9
AREA=39.197AC

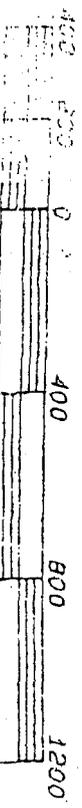
PARCEL 33-14
AREA=37.889AC

PARCEL 33-15
AREA=37.935AC

PARCEL 33-16
AREA=37.941AC

EL NORTE STREET

MUSIC MOUNTAIN



SECTION 4, T23N, R14W,
UNITED STATES OF AMERICA,
BUREAU OF LAND MANAGEMENT.

ELEC. TRANS. LINE EASEMENT
150' WIDE 75' EACH SIDE
BK 946 OF O.R.A. PG 762
Service LOCATION (XX)

Pole Location (o)

N 00°10'54"W 2642.92'

SECTION 34

(5.) ALL EASEMENT

TOTAL A
TOTAL B
TOTAL C
TOTAL D
TOTAL E
TOTAL F
TOTAL G
TOTAL H
TOTAL I
TOTAL J
TOTAL K
TOTAL L
TOTAL M
TOTAL N
TOTAL O
TOTAL P
TOTAL Q
TOTAL R
TOTAL S
TOTAL T
TOTAL U
TOTAL V
TOTAL W
TOTAL X
TOTAL Y
TOTAL Z

TYPICAL ALONG

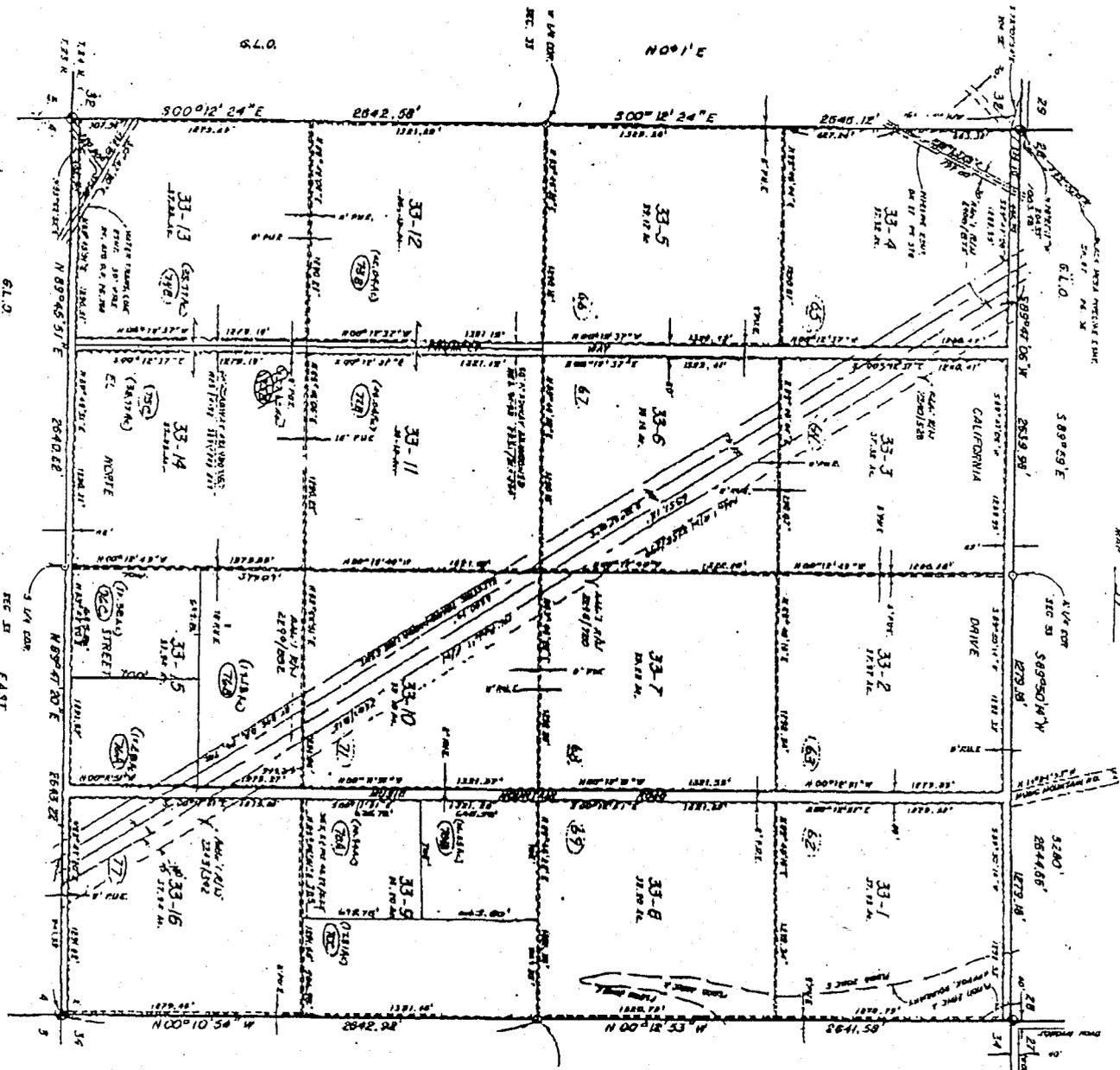
REVISED DEC
REVISED NOV

24N, 14W, 33

BOOK 313
MAP 31

SEC. 9, 17, 19, 21, 29, 33, T. 24N, R. 14W
AS REC. IN BOOK 5 OF PARCEL PLAT PAGES 45-45F
REC. JAN. 2, 1999
FEE \$ 91.46

BOOK 313
MAP 31



CHAN-LAN TRUST
P.O. BOX 4281
KINGMAN, AZ 86402

2377

91-547/1221

DATE 12-2-04

PAY TO THE Mohave Electric Cooperative, Inc. \$ 8.40

Light # 40/100

MOHAVE STATE BANK
3737 STOCKTON HILL ROAD
KINGMAN, ARIZONA 86401

DOLLARS

MAP 61
6 OF 6
Code 0300

VOID

11221054721:237711605010102711

MOHAVE COUNTY

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:

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- 4. Customers agree to pay any additional costs that are filed as a tariff and are on file with the Arizona Corporation Commission.

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- 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 Chon Law Trust
CUSTOMER
Raffi Chantil Trust

By _____
MOHAVE ELECTRIC COOPERATIVE, INC.

By Ann E. Cooper
CUSTOMER

By Starline Chantil
ATTEST:

By _____
ATTEST:

DATE 12-2-04

DATE _____

EXHIBIT C



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)

EXHIBIT D



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.

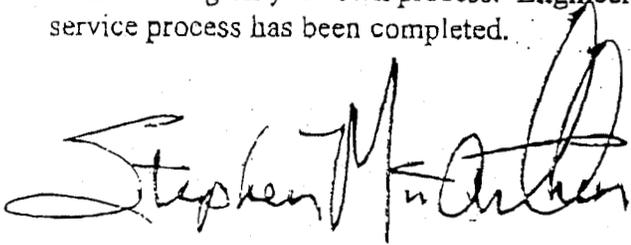
In Mr. Williams letter, he described to you the standard procedure for all consumers requesting service. This procedure requires all applicants who are ready to request service first contact the Customer Service Office (928/763-1100) to apply for service. This requirement must be met before a request 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, appearing to read "Stephen McArthur". The signature is written in black ink and is positioned above the typed name and title.

Stephen McArthur
Comptroller

cc: Arizona Corporation Commission
Operations and Engineering
Files

EXHIBIT E



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.

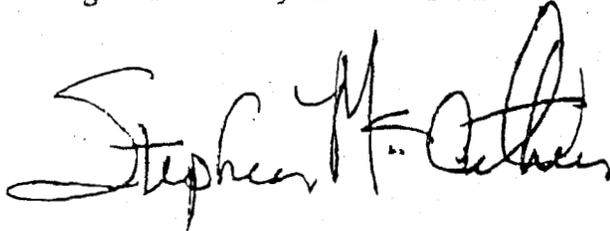
LETTER - Chantel (continued)

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)

EXHIBIT F

MOHAVE

electric cooperative
A Touchstone Energy Cooperative

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

February 2, 2005

Roger Chantel
Chan-Lan Trust
10001 E. Highway 66
Kingman, AZ 86401-4184

VIA Certified Mail

Re: Electric Services, Parcel 33-16, Music Mountain Ranches

Dear Mr. Chantel:

I have reviewed your project with Jerry Hardy (who met with you on your property on January 25, 2005) of our staff. The preliminary estimated cost of constructing approximately 1,287 feet of overhead electric power line (less 1,250 feet of line credit for two qualifying, permanent electric services not located within a subdivision) would be approximately \$300.00; a system modification fee of approximately \$400.00 is also required.

Mr. Hardy mentioned that you are not planning to install the septic tanks or building foundations until approximately 6 months after you execute and fund contracts with Mohave for the line extension. Mohave requires that the minimum permanent improvements exist on the property to qualify for the line extension credit prior to the commencement of electric line construction.

To qualify for the line credit, the following minimum permanent improvements need to be in place for each electric service:

1. An electric meter pole.
2. A septic tank or sewer hookup.
3. A 400 square foot minimum building foundation with footings, or a 400 square foot minimum mobile or manufactured home set up permanently off of it's axles (fifth wheel's and travel trailers do not qualify).

If you want Mohave to proceed with line construction prior to your installation of the minimum required improvements, your electric line extension would be considered a non-qualifying electric service. Under the terms of our non-qualifying contract, 100% of the estimated cost of construction would be due prior to the commencement of line construction, and the customer has one year to construct the minimum improvements to qualify as a permanent, qualifying service. The total preliminary estimated cost of the

system modification and 1,287 feet of electric line (without the line credits) would be approximately \$8,600.00; that amount would be due prior to the commencement of line construction.

As you can surmise, it would be advantageous for you to plan the installation of the minimum permanent improvements required to qualify for the line extension credits prior to the commencement of electric line construction.

Please let me know how you would like to proceed; upon your request, Mohave will send you the appropriate contract.

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

*Not a Mohave
document 1/12/05
JM*

Work Order No. _____

FILE COPY

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

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CHAN-LAN TRUST AND JAMES RODGERS

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

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

*Not a Mohave document -
SM 1/2/05*

FILE COPY

- 2. Said line extension shall be completed within 90 days of customers signing of said contract.
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By Char... Law Trust
CUSTOMER
Roy... Chantel... Trust

By _____
MOHAVE ELECTRIC COOPERATIVE. INC.

By Ann E. Cooper
CUSTOMER

By Dorlene Chantel
ATTEST:

By _____
ATTEST:

DATE 12-2-04

DATE _____

Post-It# Fax Note	7671	Date	# of pages ▶
To	STEPHEN	From	GWEN
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

MOHAVE ELECTRIC COOPERATIVE, INC.
(Please Print All Information)

MEMBERSHIP #: 96680-

NAME: Roger Chantel SPOUSE: N/A

MAILING ADDRESS: 10001 E. Hwy 66 Kingman, AZ 86401

CITY: Kingman STATE: AZ ZIP: 86401

HOME TELEPHONE: 928 757-9755 WORK PHONE: _____

I.D.#: _____ I.D.#: _____

SOCIAL SEC.#: 565-66-0743 DRIVERS LIC.#: B13404955 STATE: AZ

EMPLOYER: Carpenter Union Local 897 CITY: Bullhead City

RESPONSIBLE PARTY (Business Accts Only): _____

SERVICE ADDRESS: 10030 N. Music Mountain Rd (B) & (C) (B&C)

ADDITIONAL INFORMATION: _____

MOHAVE ELECTRIC COOPERATIVE, INC.
Application For Membership
and Electric Service

The undersigned (hereinafter called the "Applicant") hereby applies for electric service, and agrees to purchase electric energy from Mohave Electric Cooperative, Inc. (hereinafter called the "Cooperative") upon the following terms and conditions.

1. The Applicant will pay to the Cooperative the sum of \$5.00, which if this application is accepted by the Cooperative, will constitute the Applicant's membership fee.
2. The Applicant will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises and will pay therefor monthly at rates to be determined from time to time in accordance with the by-laws of the Cooperative; provided, however, that the Cooperative may limit the amount of electric energy which it shall be required to furnish to the Applicant.
3. The Applicant will cause his premises to be wired in accordance with wiring specifications approved by the Cooperative, or in accordance with good wiring practices.
4. The Applicant will comply with and be bound by the provisions of the articles of incorporation, the articles of conversion, and the by-laws of the Cooperative, and such rules and regulations as may from time to time be adopted by the Cooperative.
5. The Applicant, by paying a membership fee and becoming a member, assumes no liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under the law his private property is exempt from execution for any such debts or liabilities.
6. The Applicant agrees to grant at the time of filing of said application, easements of right of way across his property, for construction, use and operation of power lines necessary for the servicing of members in this area. Also, applicant shall give safe and unobstructed access at reasonable times to the premises for the purpose of reading meters, testing, repairing, relocating, removing or exchanging any or all equipment or facilities necessary to provide electric service.
7. The Applicant is hereby notified and is aware of Article VII of the Corporate by-laws regarding the disposition of revenue and receipts and non-profit operation.

Roger Chantel
ACCOUNT NAME (Print)

Roger Chantel
SIGNATURE

FILE COPY

CHAN...
 2404
 91-547/1231
 Jan 4 20 05
 Pay to the Mohave Elec... \$ 8.40
 Order of Eight & 4/100 Dollars
 MOHAVE STREET
 3757. Steelton, King...
 Kingman, Arizona 91...
 (928) 892-8200
 "I give you." John 1:127
 For extra wire... Elizabeth D. Chantel
 ⑆ 6 2 2 1 0 5 6 7 2 0 2 4 0 6 0 5 0 1 0 1 0 2 7 ⑈

EXHIBIT G

COPY

February 14, 2005

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

Arizona Corporation Commission
DOCKETED

FEB 22 2005

DOCKETED BY *WJ*

John Williams, Line Extension Supervisor
Mohave Electric Cooperative
P.O. Box 1045
Bullhead City, AZ 86430

E-01750A-04-0929

Re: Electric Service to Parcels in 33-16 Music Mountain Ranches

Dear Mr. Williams,

I received your letter dated February 2, 2005. In your letter you mentioned that we would have to pay a system modification fee. Could you give me a complete detailed description of what a system modification fee is? I am assuming that this is some sort of new fee. If it is not a new fee, when did Mohave Electric activate this fee? Is this fee charged to every line extension? How does Mohave Electric determine what the customer should be charged for this fee?

Please note that we requested electric service in December of 2004. We have been actively pursuing the installation of electricity to these parcels for approximately three months. Your prompt attention to the above questions would be greatly appreciated.

Sincerely,

Chan-Lan Trust
Roger Chantel/Trustee

Copy sent to:

Arizona Corporation Commission
Docket No. E-01750A-04-0929

AZ CORP COMMISSION
DOCUMENT CONTROL

2005 FEB 22 P 3:36

RECEIVED

EXHIBIT H

MOHAVE

electric cooperative
A Touchstone Energy® Cooperative

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

March 3, 2005

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:

In response to your February 14, 2005 letter inquiring about the system modification fee, a system modification is defined as the modifications to Mohave's existing primary overhead electric facilities that are required to facilitate the extension of new primary electric facilities from an existing primary electric line.

As an example, if it is necessary to physically retire a down guy and anchor before an existing line can be tapped and a line extension can commence, the customer, rather than the other rate payers, is required to pay for the actual cost of retiring those facilities.

The amount of the system modification fee varies according to the work required to enable a tap of Mohave's existing primary line. Each project is individually estimated based on the work required. System modifications are associated with work on primary overhead lines, and are not required when the line extension consists entirely of secondary and/or service drops from an existing primary pole.

Your letter also mentioned your request for electric service made in December 2004. My February 2, 2005 letter (cited by you in your February 14 letter) requests that you inform Mohave as to the course of action you would like to take in reference to the minimum improvements required to qualify for the line extension credit. You have not yet informed me of your plans.

As stated in the February 2 letter, line credit footage cannot be granted until the minimum improvements to qualify for the credit are in place. You need to determine if you want to proceed with the line extension before or after the qualifying improvements are in place; once you have made that determination, contact me and I will forward the appropriate agreements. We cannot proceed with your project until you inform us of your plans; you have not yet informed us of your decision.

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, reading "John H. Williams", followed by a horizontal line extending to the right.

John H. Williams
Line Extension Supervisor

Cc: Steve McArthur-
Arizona Corporation Commission

EXHIBIT I

March 10, 2005

Chan-Lan Trust
P. O. Box 4281
Kingman, AZ 86401

Mohave Electric Cooperative
P. O. Box 1045
Bullhead City, AZ 86430

Dear Mr. Williams,

I received your letter, dated March 3, 2005, and received on March 7, 2005. Thank you for your response.

In your February 2, 2005 letter you stated that we would have to pay a System Modification Fee of approximately \$400.00. In your letter dated March 3, 2005 you used the example of physically retiring a down guy and anchor. I am familiar with the down guy and anchor that you want to retire on this line extension. I would like to bring it to your attention that most qualified service technicians can retire this guy wire and anchor in about 15 minutes and in most cases no longer than 20 minutes. If you were charging me an hourly rate, this system modification fee averages approximately \$1,200.00 an hour for your services. I feel that is excessive and it reflects the abusive over charging of customers serviced by Mohave Electric.

It appears that your definition of a system modification fee falls under the Mohave Electric Cooperative service rule and regulations dated March 5, 1982. **Subsection 106-A-2 b "If it is necessary to oversize or route the extension for the convenience of the Cooperative's system, the additional cost of over sizing or routing the facilities shall be done at the Cooperative expense."**

The guy wire that I believe you are referring to and want to charge me \$400.00 to remove is for the Cooperative's convenience. This convenience will allow the Cooperative to choose which side of the pole they want to work from.

The underlying issues in this complaint is how Mohave Electric's Management and legal counsel are misusing their certified utility territory rights that have been granted to them by the Arizona Corporation Commission. Mohave Electric's Management and legal counsel work together to add, change and create new fees. They impose ever changing requirements and add any number of new specifications to the people that request new service from Mohave Electric Cooperative. It appears that they do this so they can have a bigger profit sharing check at the end of the year.

Mohave Electric has developed such a bad reputation and it is becoming so wide spread that some financial lenders will not approve loans in Mohave Electric's Eastern service area until they see a service contract with the proposed date of completion of service.

Our request is simple, "Please" sign and send a line extension agreement with the proposed date that we can expect service to the meter boxes that are standing and ready for service. Because Mohave Electric continues to add new fees, tariffs, conditions and specifications, we are requesting that the following statement be included on the line extension agreement. **"Mohave Electric Cooperative is licensed under the Arizona Corporation Commission and will respect and comply to the Arizona Corporation Commission's Rules and Regulations, and as an Electric Cooperative will not charge any tariff, impose any requirement, or require a customer to meet any specifications that are not written and approved and filed with the Arizona Corporation Commission."**

This line extension request is getting ready to go into the fifth month and we have not been presented with a line extension agreement. We are demanding that a signed line extension agreement with the above wording be delivered to Chan-Lan Trust at P. O. Box 4281 within ten days from the date of this letter.

Failure to provide said line extension agreement within ten days is a clear sign that shows a positive intent that Mohave Electric does not intend to supply electricity in a reasonable or timely manner. If Mohave Electric fails to provide customer with said Line Extension agreement within ten days from date of this letter, Chan-Lan Trust will request a hearing to address the following solution.

SOLUTION

The above problem has been going on for many years and it is only getting worse each year.

I am suggesting that the Commission issue an emergency referendum for the whole eastern portion of Mohave Electric's service area. The Commission should order Unisource or any other utility provider that would be willing to issue solar watt credits to take over this area. Solar watt credits are credits that a utility reimburse to a customer for the number of solar watts that the customer has in his system. If a utility was granted the right to issue solar watt credits in another provider's area it would give the customer the right to have electricity at the completion of his building project. It would give each utility time to negotiate distribution agreements. If Mohave Electric wanted to maintain their area of influence in their eastern area, they could buy these credits back at some agreed upon price. To make something like this work, the solar watt credit price would have to be around \$5.25 per watt. After this program is in place, it may be possible to assess the consumer a half cent per solar watt per year for having these credits. The idea is to combine technology with the old system, so the people can acquire the right to be

provided electricity like most other citizens have in the State of Arizona. Something has to be done in the real near future.

I am providing pictures to remind you that we have our meter poles up and we are waiting for our electrical service.

Roger Chantel

EXHIBIT J



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

March 21, 2005

Roger Chantel
Chan-Lan Trust
P.O. Box 4281
Kingman, AZ 86401

Re: Cost Estimate for Electric Service
Music Mountain Ranches, Parcel 33-16

Dear Mr. Chantel:

I received your March 10, 2005 letter. Your letter indicates that you are concerned that Mohave has not sent you a line extension agreement for your project.

In several of my previous letters to you (mailed February 2, 2005 and March 3, 2005), I explained that you have not installed the minimum permanent improvements required to qualify for the line credits you are requesting; line credit footage cannot be granted until the minimum permanent improvements to qualify for the credit are in place. In both letters I requested that you inform Mohave as to the course of action you would like to take in reference to the minimum improvements required to qualify for the line extension credit. To date, you have not informed me of your plans.

Your March 10, 2005 letter indicates that you want Mohave to provide you with a line extension agreement. Since you have not responded to my multiple requests for your decision in regards to proceeding with construction prior to establishing permanent improvements to qualify for the line credit(s) on your property, I have completed line extension agreements for a non-qualifying electric service.

Enclosed please find actual cost contracts necessary to provide electric service to the above-referenced location.

The total estimated cost of the system modification portion (Work Order 2005-111) of this line extension project is \$409,32. This is the amount due for construction to proceed. This estimate is for the following work: For the system modification necessary to construct 1,287 feet of overhead electric single phase line to provide 120/240 Volt electric service to Parcel 33-16, Music Mountain Ranches.



The total estimated cost of this footage line extension project (Work Order 2005-112) is \$9,104.38. This is the amount due for construction to proceed. This estimate is for the following work: 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.

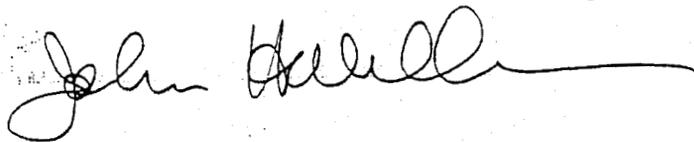
Mohave is a non-profit electric cooperative. This figure represents the estimated costs for labor and materials only. Final billing will be based on an actual cost aid to construction contract in accordance with Mohave's approved Line Extension Rules and Regulations on file with the Arizona Corporation Commission. This estimate is valid for sixty (60) days.

Upon receipt of the two original agreement forms (the original forms must be signed by the authorized party and attested by a witness), payment in the applicable amount, receipt of any needed rights-of-way, this job will be released for scheduling of construction.

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

Sincerely yours,

Mohave Electric Cooperative, Inc.



John H. Williams
Line Extension Supervisor

Enclosures: Agreements (2 sets of 2)

cc: File
Steve McArthur
Arizona Corporation Commission

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

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

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 Consumer is subdividing and 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 whereby Mohave will construct and operate such a system to service said area:

To construct system modification in order to supply overhead single phase 120/240 volt to 10030 N Music Mountain Road. 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 terms and 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 Consumer will advance Mohave the full estimated cost of construction, \$ 409.83, in accordance with Mohave's construction practices.

At the time construction is finished, Mohave will:

- a. Return to the Consumer any advance in excess of actual construction cost,
 - or
 - b. Bill the Consumer that amount which is in excess of the estimated construction cost.
3. If an underground electric line extension is requested, then the Consumer will provide all necessary 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. Upon completion of construction, the estimated cost on this agreement will be adjusted to reflect the actual cost of construction.
2. This is a non-refundable aid-to-construction as defined by Mohave's Service Rules and Regulations.

SECTION III. OTHER CONDITIONS

1. This estimate is based on information supplied to Mohave by the Consumer. Should the plans, specifications, and/or details supplied to Mohave change, Mohave has the option of rendering this agreement null and void, or requiring the Consumer to make the necessary corrections at his expense.
2. All easements or 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, then 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 the individual Consumer's wiring, disconnect breakers or switches and facilities on the Consumer's premises.

SECTION IV. EXECUTION OF AGREEMENT

The parties hereto have caused this agreement to be executed by their duly authorized officers all on the day and year written below.

Consumer Signatures

Cooperative Signatures

By _____
Consumer Signature

By _____
Mohave Electric Cooperative, Inc.

By _____
Consumer Printed Name

By _____
Attestor

By _____
Attestor Signature

Date _____

By _____
Attestor Printed Name

Date _____

Revised 11/01

Underground Overhead

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

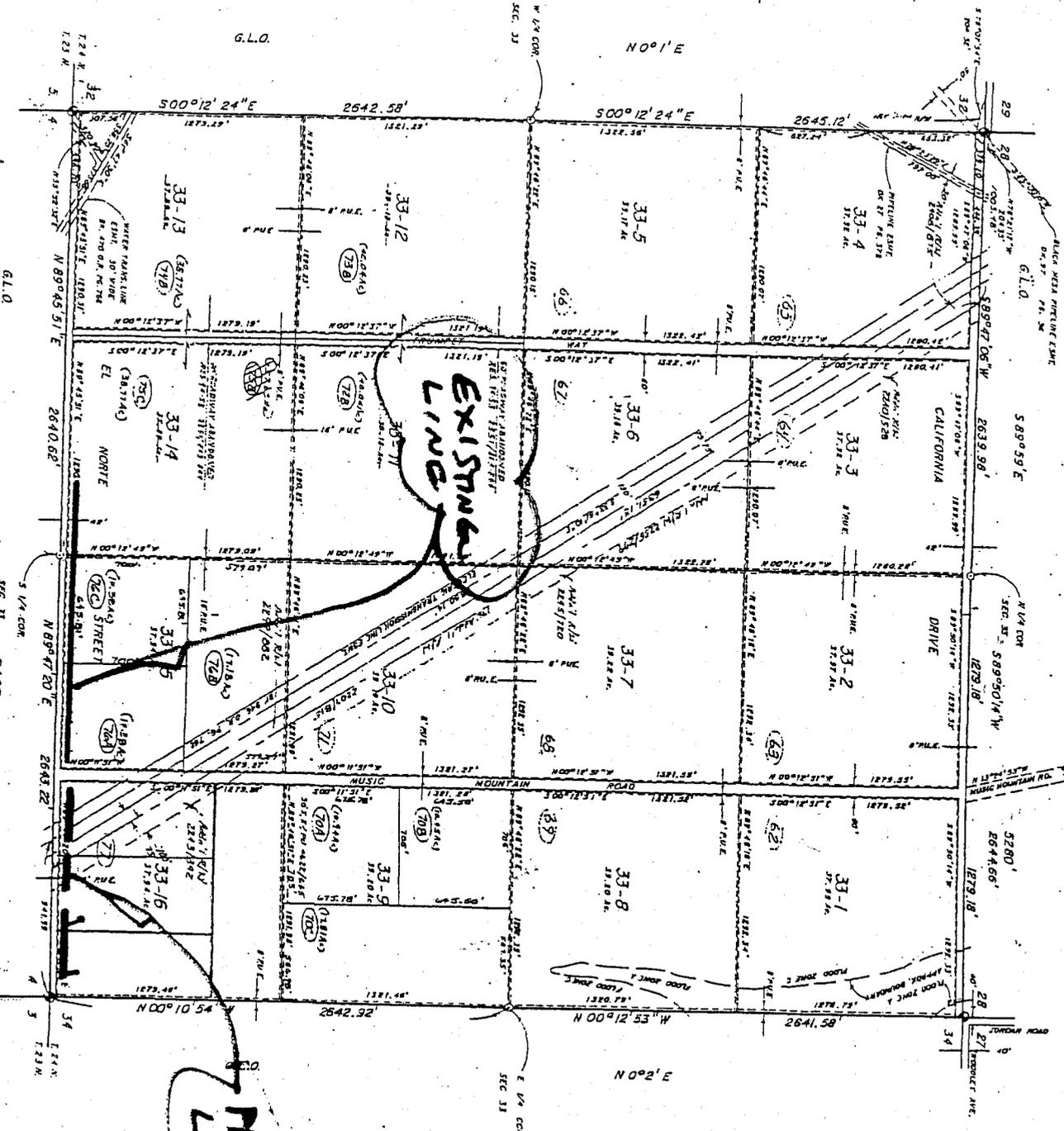
Underground Overhead

BOOK 313
MAP 31

24N, 14W, 33

SEC. 9, 17, 19, 21, 29, 33, T. 24N, R. 14W
AS REC. IN BOOK 5 OF PARCEL PLAT PAGES 45-45F
REC. JAN. 2, 1991
FEE NO. 91-46

BOOK 313
MAP 31



BOOK 313
MAP 31

BOOK 313
MAP 31

SCALE 1" = 600'



SHEET 18 AS RIG (SECTION SURVEY)
IN/VI 1007-749 OR
N/W-10 AS NEAR (PROVINCIAL DEDICATION)

MAP 61
6 OF 6
Code 0-2-210

MOHAVE COUNTY

EXHIBIT K

March 28, 2005

Roger Chantel
10001 E. Hwy. 66
Kingman, AZ 89401

Mohave Electric Cooperative
P. O. Box 1045
Bullhead City, AZ 86430

Ref: Order #2005-111

Dear Mr. Williams,

I received your Contract for **AGREEMENT FOR CONSTRUCTING ELECTRIC FACILITIES** on or about **March 24, 2005**. In reviewing your contract I found a number of areas that were a little ambiguous and unclear. I will share with you what they appear to mean.

Section I; Terms of Construction

1. The full estimated cost of construction, which is \$409.83, must be paid. Please note I have signed the contracts and placed a check for the above amount. This section seems to say that Mohave's start date is on March 21, 2005 and the estimated completion date is 60 days later. If no action is taken within 60 days Mohave may declare this agreement null and void.
2. This section appears to say that the full estimated cost is \$409.83.

Section II; Refunding

In number 2 of this agreement it refers to Mohave Services Rules and Regulations. We are assuming that this section is referring to Subsection 106-D 1, which is "The Cooperative shall make extensions in excess of the footage allowances provided for in Subsection 106-C upon receipt of the non-interest bearing, refundable cash advance in aid of construction. The total cost of such additional footage shall be based upon a current construction cost study performed by the cooperative."

There are some open ended statements in the contract, but if any concerns become apparent we can address them if they come up.

We are assuming that you are sending this contractual agreement in compliance with the Arizona Corporation Commission's Rules and Regulations, and as an Electric Cooperative you will not charge any tariff, impose any requirements, or require a customer to meet any specifications that are not written and approved and filed with the Arizona Corporation Commission."

If this is a correct assumption of this contract agreement, you do not have to respond. You can start installing the line extension. If you have some other meaning, please correct it in the contract agreement and send it to me within ten days of the above date.

I am looking forward to building a working relationship with Mohave Electric Cooperative.

Respectfully submitted,

A handwritten signature in cursive script that reads "Roger Chantel". The signature is written in black ink and includes a long horizontal flourish extending to the right.

Roger Chantel

Work Order #2005-111Form LEN1
Page 1 of 3**AGREEMENT FOR CONSTRUCTING ELECTRIC FACILITIES**

THIS AGREEMENT, made and entered into in duplicate on this 21st day of March, 2005 by and between MOHAVE ELECTRIC COOPERATIVE, INC., an Arizona Corporation, party of the first part, (hereinafter referred to as "Mohave") and

Roger Chantal

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

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 Consumer is subdividing and 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 whereby Mohave will construct and operate such a system to service said area:

To construct system modification in order to supply overhead single phase 120/240 volt to 10030 N Music Mountain Road. 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 terms and 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 Consumer will advance Mohave the full estimated cost of construction, \$ 409.83, in accordance with Mohave's construction practices.

Work Order #2005-111

Form LEN1
Page 2 of 3

At the time construction is finished, Mohave will:

a. Return to the Consumer any advance in excess of actual construction cost,

or

b. Bill the Consumer that amount which is in excess of the estimated construction cost.

3. If an underground electric line extension is requested, then the Consumer will provide all necessary 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. Upon completion of construction, the estimated cost on this agreement will be adjusted to reflect the actual cost of construction.

2. This is a non-refundable aid-to-construction as defined by Mohave's Service Rules and Regulations.

SECTION III. OTHER CONDITIONS

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

2. All easements or 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, then 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 the individual Consumer's wiring, disconnect breakers or switches and facilities on the Consumer's premises.

Work Order #2005-111

Form LEN1

Page 3 of 3

SECTION IV. EXECUTION OF AGREEMENT

The parties hereto have caused this agreement to be executed by their duly authorized officers all on the day and year written below.

Consumer Signatures

Cooperative Signatures

By Roger Chantel
Consumer Signature

By _____
Mohave Electric Cooperative, Inc.

By Roger Chantel
Consumer Printed Name

By _____
Attestor

By Darlene Chantel
Attestor Signature

Date _____

By Darlene Chantel
Attestor Printed Name

Date March 28, 2005

Revised 11/01

Underground Overhead

Roger Chantel
Chan-Lan Trust
P.O. Box 4281
Kingman, AZ 86401



AMOUNT
\$0.60

U.S. POSTAGE
PAID
KINGMAN, AZ
86401
MAR 29 '05
00031419-05
86430



Mohave Electric Cooperative
P.O. Box 1045
Bullhead City, AZ 86430

EXHIBIT L

MOHAVE

electric cooperative
A 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).

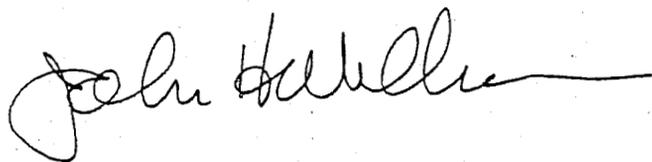
Since you have not returned the line extension agreements and construction contribution for Work Order 2005-112, I surmise that you may be working to install the minimum improvements required to qualify for the line credit(s). If that is the case, notify me and I will have a Staking Technician field 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

EXHIBIT M

April 8, 2005

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

Mohave Electric Cooperative
P. O. Box 1045
Bullhead City, AZ 86430

Ref: Order #2005-111

Dear Mr. Williams,

I received your letter dated April 1, 2005. You seem to be a little offended about the statement that your line extension agreement was a little ambiguous and unclear. I asked a few simple questions?

The contract that I signed states that I was to pay you \$409.83. The wording you have placed in this contract states that the amount I am responsible for is \$409.83. If Mohave Electric has some other interpretation, please write me and give me your detailed interpretation.

In the contract that I signed and submitted to you there were some dates outlined in Section 1 Terms of Construction.

I made a statement that those dates appeared to be your start dates and completion dates. If I am misunderstanding this portion of this contract, please write me and give me a full explanation of your interpretation of this portion of the contract.

Your prompt attention to my concerns will be greatly appreciated.

Sincerely,



Roger Chantel

EXHIBIT N



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

Co: 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

EXHIBIT O

"Every person who invests in well-selected real estate in a growing section of a prosperous community adopts the surest and safest method of becoming independent, for real estate is the basis of wealth."

Theodore Roosevelt (1858 - 1919)



[Rialto, CA](#)



[Newberry Springs, CA](#)



[Big Island, HI](#)



bob124c41@hotmail.com

[HOME](#) [RealMembers Only](#) [The RealFuture](#)



EXHIBIT P

ORIGINAL



0000007637

BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
DOCUMENT CONTROL

COMMISSIONERS

MARC SPITZER, Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
MIKE GLEASON
KRISTIN K. MAYES

IN THE MATTER OF:

ROGER AND DARLENE CHANTEL

Complainants,

v.

MOHAVE ELECTRIC COOPERATIVE,
INC.

Respondent.

DOCKET NO.: E-01750A-03-0373

Notice of Filing

Arizona Corporation Commission

DOCKETED

DEC 31 2003

DOCKETED BY *CAJ*

RESPONDENT MOHAVE ELECTRIC COOPERATIVE, INC.'S
POST-HEARING BRIEF

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APPENDIX 19

1 Respondent, Mohave Electric Cooperative, Inc. ("MEC"), through undersigned counsel,
2 hereby submits its post-hearing brief supporting dismissal of the Formal Complaint filed by
3 Roger and Darlene Chantel (Chantels), as follows.¹

4 I. INTRODUCTION

5 MEC is a non-profit electrical distribution cooperative, incorporated under the laws of
6 the State of Arizona. All of MEC's rules, regulations and tariffs are filed and have been
7 approved by the Arizona Corporation Commission ("Commission"). In addition, MEC is
8 governed by federal accounting guidelines as set out by the Rural Utilities Service, a division of
9 the United States Department of Agriculture.

10 This case was initiated by the Chantels who disagreed with the manner in which MEC
11 administered its Commission-approved line extension policy. As set forth herein, the evidence
12 in the record clearly and convincingly establishes that MEC acted properly in connection with
13 the Chantel's request for a line extension. Based upon the facts and law of this case, MEC
14 respectfully requests that the Chantels' Formal Complaint be dismissed and that the relief
15 requested therein be denied.

16 II. BACKGROUND OF THE CASE

17 MEC's service territory is located mostly in Mohave County and portions of Yavapai
18 and Coconino counties. As part of its certificated area, MEC serves parts outlying Kingman,
19 Arizona. Mr. Chantel joined MEC on March 6, 2000 and established service at 10001 E.
20 Highway 66 in Kingman, Arizona.

21 This case has a relatively long history. As far back as July 20, 1999, the Chantels
22 requested to set a meter for single-phase power to their lot in Shadow Mountain Acres, located
23 on the outskirts of Kingman (Ex. C-3, Ex. C-6, *see* MEC-VA²). Shadow Mountain Acres Unit
24 Three (Ex. C-6) was platted in 1961. Shadow Mountain Acres is "grand-fathered" as a
25 subdivision because at the time it was platted it qualified under the then-applicable state and

26 ¹ References herein are to Mohave Electric's Response "(MECR Ex. [no.])"; to the Reporter's
27 Transcript "(RT [p. no.])"; to exhibits "(Ex. [no.])"; to Mohave Electric's visual aid "(MEC-VA)". Note:
28 all references to MEC's Rules and Regulations may be found in Ex. MEC-12.

29 ² Mohave Electric's visual aid - 3' x 3' computer-aided drawing of all parcels owned by the
30 Chantels and recorded with the Mohave County Assessor (copy folded and attached).

1 county regulations as a subdivision. However, under current state law and Mohave County
2 regulations it would not qualify as a subdivision.³ A subdivision that has been “grand-fathered”
3 may require additional compliance to state laws and county permits and inspections than
4 otherwise would have been required in 1961. Thus, in response to the Chantels’ request for a
5 line extension, MEC classified the lots as “not within a subdivision” and applied MEC Rule
6 106⁴ to the request, which was more advantageous to the Chantels and entitled them (as
7 “permanent customers”) to the benefit of free line extension footage and five (5) years refunding
8 (RT 239, Ex. C-8). Otherwise, as developers, the Chantels would have been subject to different
9 line extension rules.⁵ MEC’s “rough cost estimate” for the Chantel’s request (for 13,800 feet of
10 overhead line) was \$63,360.42 and was provided to the Chantels along with a detailed
11 computer-aided drawing (Ex. C-3, C-8). Subsequently, on September 8, 1999, MEC responded
12 to another request for construction into Shadow Mountain Acres. The rough cost estimate for
13 the second request (for 16,098 feet of line) was \$72,398.39. Neither one of these estimates
14 resulted in electrical construction into Shadow Mountain Acres.

15 Thereafter, on September 4, 2002 the Chantels requested a cost estimate to nine (9) of
16 their lots in Sunny Highlands Estates (“Sunny Highlands”), located on the outskirts of Kingman
17 (see MEC-VA). Sunny Highlands Estates, Tract No. 1132 (Ex. C-5) was platted in 1972.⁶ In
18 the case of Sunny Highlands, the developer deserted the project prior to building out the utility

19 ³ Under today’s regulations in order for lots in a subdivision to be sold – the developer is required
20 to build out the utility infrastructure (see Arizona State law, ARIZ. REV. STAT. ANN. § 32-2181 (A) (8),
21 (17), (19), and (E) (West 2003) (copy attached) and see Mohave County Land Regulations (Revised,
22 November 2001) 5.1 (D) (5) (a-c) (copy attached).

23 ⁴ Rule 106, et. seq. is MEC’s line extension rules and it takes the place of any line extension tariff
24 (Approved for filing in Open Meeting, March 3, 1982). Rule 106-C (1) permits MEC to make without
25 charge, single-phase extensions, both overhead and underground, from its existing distribution facilities a
distance up to six hundred twenty-five (625) feet where the property served is not within a subdivision.

⁵ Rules 107-A, 107-B, and 107-C are applicable to developers for construction of distribution
facilities within a residential subdivision. The county assessor records show that the Chantels own
roughly 50% of Shadow Mountain Acres Unit Three, located in Section 27 of Township 24 North, Range
14 West (MEC-VA).

⁶ Sunny Highlands was established as a subdivision and assigned a tract number as required under
the then-applicable regulations in 1972. This subdivision is also “grand-fathered” because Arizona State
law, ARIZ. REV. STAT. ANN. § 32-2181 (A) (8), (17), (19), and (E) (West 2003) (copy attached) and
Mohave County Land Regulations (Revised, November 2001) 5.1 (D) (5) (a-c) (copy attached) now
require the utility infrastructure to be built (or assured) before any lots are sold.

1 infrastructure, thus this subdivision is termed as "abandoned." In as much as Sunny Highlands
2 is an abandoned subdivision, MEC's Rule 107-D⁷ is applicable. The lots were non-contiguous
3 throughout the west end of Sunny Highlands and encompassed the entire length of Grub Stake
4 Road from El Norte Street (on the north end) to Highway 66 (at the south end) along with four
5 (4) electric taps heading east from Grub Stake Road. A rough cost estimate (for approximately
6 4,500 feet of line) of \$35,000 - \$40,000 was sent with a preliminary sketch (Ex. MEC-2). The
7 line was not constructed; however, the Chantels continued to make additional requests for
different line extension configurations into Sunny Highlands.

8 The next line extension request for Sunny Highlands was made on September 7, 2002
9 through ReBecca Grady, representing Lot 108.⁸ This request was for a line extension off
10 Highway 66 along Grub Stake Road. A rough cost estimate (for approximately 1,400 feet of
11 line) of \$8,000 - \$11,000 was sent with a preliminary sketch (Ex. MEC-5). The proposed line
was not constructed.

12 Finally, in October 2002, the Chantels made a request for a line extension to lots 66, 108,
13 and 109 in Sunny Highlands, which is the subject of this dispute. Another rough cost estimate
14 was prepared (for 2,009 feet of line) in the amount of \$14,389.23 (Ex. C-4, C, D and E). MEC
15 received a \$500 advance deposit drawn on the Chantels' checking account for this line
16 construction estimate (Ex. C-4, E). However, the engineering services contract, at the insistence
17 of the Chantels, named two other parties in addition to the Chantels, 1) ReBecca Grady and 2)
18 Leon Banta (Ex. C-4, C & E).⁹ Accordingly, MEC drafted an "Agreement for Constructing
19 Electric Facilities within an Abandoned Subdivision" (line extension agreement). That
particular unsigned and unexecuted agreement (Ex. C-4, E) is the crux of the Chantels'
complaint.

20 The Chantels complained to the Commission regarding the wording and terms of the line
21 extension agreement and on February 26, 2003 an arbitration hearing was held in Kingman,
22

23 ⁷ Commission approved for filing, Decision no. 58886, effective December 5, 1994.

24 ⁸ Although the Chantels retained ownership rights, Ms. Grady was buying lots 107 and 108 (RT
205).

25 ⁹ The record shows that Ms. Grady was buying Lots 107 and 108 and that Mr. Banta was going to
purchase Lot 66 (RT 205-07).

1 Arizona. Copies of pertinent MEC Rules and Regulations and a copy of the corresponding
2 preliminary sketch were provided to the Chantels at the hearing.

3 On March 2, 2003, Mr. Chantel followed up with a letter to MEC threatening to file a
4 formal complaint designed on "Gorilla Aggravation Tactics" costing MEC up to \$10 million
5 dollars. Mr. Chantel called it a "vicious event" and claimed he was "not an ordinary type of
6 individual" (Ex. MEC-17).

7 On March 3, 2003, the arbitrator handed down a decision (MECR Ex. 6) that the
8 Chantels were not entitled to free footage and further noted that MEC Rules "exist and were
9 approved by the Commission." The arbitrator further commented that, "Mr. Chantel is prone to
10 rash, accusatory, possibly libelous statements in his written communications."

11 On March 21, 2003, a meeting was held at the offices of MEC. In attendance were the
12 Chantels, MEC employees – Stephen McArthur, Thomas Longtin and MEC's in-house counsel.
13 Mr. McArthur proposed to the Chantels that, in order to facilitate the line extension, they post a
14 bond or put up realty lots and make payment arrangements over time at a low interest rate. Mr.
15 Chantel did not accept MEC's offer, instead he continued to make threats during the meeting
16 that he would cost MEC "a lot of money."

17 On March 28, 2003, MEC sent a detailed letter to the Chantels as a follow-up to the
18 March 21, 2003 meeting (Ex. MEC-8). The letter broke down the material and labor costs of
19 the original estimate, defined "permanent customer" and stated the reasons for the application of
20 MEC Rule 107-D.

21 On June 5, 2003, the Chantels filed a Formal Complaint with the Commission (Ex. C-4).

22 On June 27, 2003, Mr. Chantel attended MEC's annual meeting where he had ample
23 opportunity to discuss or challenge any rate and line extension issues, but instead chose to
24 remain silent (RT 292-93, Ex. MEC-9).

25 On September 4, 2003, a pre-hearing conference was held in this matter. The Chantels
appeared on their own behalf. At the pre-hearing conference, the Chantels stipulated that
"building out the backbone," in the context of their line extension request, was not "adding lots"
to the agreement but was the minimum construction required to bring power to a lot located
within a subdivision and further that the process provided an opportunity for refunding (RT
236). Subsequent to the pre-hearing conference, MEC sent a complete set of Rules and
Regulations to the Chantels (Ex. MEC-12).

1 On September 8, 2003, the Chantels sent a letter to MEC giving a deadline of midnight
2 on September 30, 2003 to “supply electric to the area in a fair and equitable manner” or the
3 consequences could be “unnatural” (Ex. MEC-19).

4 On October 3, 2003, the Chantels sent another letter to MEC proposing a resolution to
5 the Formal Complaint (Ex. MEC-11). They requested that payment be determined by economic
6 feasibility with no cash advance. The Chantels enclosed a map with their proposed (albeit
7 reduced) number of poles and service drops (Ex. C-7). In this proposal the Chantels admitted
8 that Sunny Highlands is an abandoned subdivision but still made a demand for free footage to
9 all three (3) lots. However, MEC Rule 107-D for abandoned subdivisions does not allow for
10 free footage for lots in abandoned subdivisions.

11 On October 13, 2003, MEC responded that under MEC Rule 107-D the Chantels were
12 not eligible to receive free line extension footage and noted that the Chantels had changed the
13 original request from lots 66, 108 and 109 to lots 65, 108, and 109 (RT 171).

14 III. APPLICABLE RULES AND REGULATIONS

15 A. Rule 106, et. seq.:

16 MEC Rule 106, et. seq.¹⁰ authorizes MEC to make, without charge, single phase
17 extensions both overhead and underground, from its existing distribution facilities a distance up
18 to six hundred twenty-five (625) feet where the property served is not within a subdivision
19 (MEC Rule 106-C (1)). Rule 106-B restricts the free footage distance to the shortest practical
20 route. Rule 106-A (2) (b) authorizes MEC to require a deposit (credited to the cost of
21 construction, otherwise nonrefundable) in the amount equal to the estimated cost of preparation
22 of detailed plans, specifications or cost estimates for a line extension request. Rule 106-A (2)
23 (b) also prevents MEC from charging the customer when MEC finds it necessary to “oversize or
24 route” the extension for the convenience of its system. MEC is authorized to take in advance,
25 non-interest bearing, refundable cash deposits in aid of construction under Rules 106-A (2) (c)
and 106-D. Further, Rule 106-D allows MEC to base those advance deposits upon its current
construction cost studies (“actual costs”). Rule 106-E gives the customer a five (5)-year
refunding for advances in aid of construction.

¹⁰ Rule 106, et. seq. are MEC’s line extension rules and take the place of any line extension tariff.

1 B. Rule 106-B (1) "Service drops":

2 This Rule provides that the free footage distance may include the service drop if it is
3 within 625 feet (106-B (1)). This clause authorizes MEC to charge when the line extension is
4 greater than 625 feet, which would include the service drop (also termed secondary service or
5 "on-sites").

6 C. Rules 107-A, 107-B, and 107-C:

7 The rules for electrical construction in a residential subdivision require the developer to
8 build out the entire subdivision (at least in phases). These rules provide that the developer must
9 pay the total estimated installed cost of all distribution facilities as a non-interest bearing
10 advance in aid of construction refundable over a three (3)-year period.

11 D. Rule 107-D:

12 In 1994, the Commission approved Rule 107-D for abandoned underground
13 subdivisions.¹¹ This rule was written with the help of the Commission Staff to provide
14 affordable line extensions to permanent customers residing in a subdivision since abandoned by
15 its developer. The Rule incorporates by reference all other provisions of MEC's rules and tariffs
16 except as specifically modified. In sum, Rule 107-D requires that the applicant only build out
17 the backbone facilities required to reach his lot; there are no footage allowances. MEC advises
18 each applicant that additional funds will be required for the line extension from the backbone
19 line to the meter pole (service drop, secondary service or on-sites).¹² Paragraph Five of Rule
20 107-D extends the non-interest bearing advance in aid-of-construction refunding period to seven
21 (7) years from three (3) years as is set out in Rule 107-C (1) (rule for developers in a subdivision

22 ¹¹ Under ARIZ. ADMIN. CODE R14-2-207 (E) (2003) all new construction is required to be built
23 underground except where it is not feasible. And under ARIZ. ADMIN. CODE R14-2-207 (E) (5) (d)
24 (2003) the underground requirement is effective even if the subdivision was recorded prior to the
25 effective date of the rule. This rule has been challenged and the Commission has given MEC deference in
its application – otherwise, as in this case, the Chantels may be required by the Commission rules to
construct underground utilities into Sunny Highlands.

¹² It would be entirely impractical for MEC to estimate, prior to constructing the backbone, the
service drop costs of any of the lots that will add-on because the location of the structure determines the
length of the service drops and hence the costs.

1 (not abandoned)). Unless the customer is a contractor or construction agent, the applicable
2 refunding period is five (5) years as outlined in Paragraph Seven of Rule 107-D.¹³

3 E. The term "Subdivision":

4 MEC's Rules and Regulations do not specifically define "subdivision." The
5 Commission defines "residential subdivision development" as four (4) or more contiguous lots
6 of one (1) acre or less ... (see ARIZ. ADMIN. CODE R14-2-201 (34)). Mohave County cites state
7 law in their Land Division Regulations (revised November 2001), which defines subdivision as
8 six (6) or more lots ... as part of a common promotional plan – less than 36 acres in size (see
9 ARIZ. REV. STAT. § 32-2101 (54) (2003)). MEC utilizes Mohave County's definition and
10 application of "subdivision" in order to be consistent with the other non-utility applications of
11 the term in Mohave County. For example, Mohave County states that any plat map (whenever
12 established) that has been labeled a "subdivision" on the plat (Ex. C-5) is a "subdivision."
13 According to Mohave County Planning and Zoning, a subdivision remains a subdivision unless
14 the lots have been specifically struck and reverted to acreage. Additionally, subdivisions that
15 have been "grand-fathered" due to the time period in which they were platted are held to
16 different standards that may require additional permits and inspections to bring them up to
17 compliance with today's standards.

18 IV. DISCUSSION

19 The Commission should dismiss the Chantels' Formal Complaint and reject the relief
20 requested therein because MEC correctly applied Rule 107-D of its Commission-approved
21 Rules and Regulations to the Chantels' request for a line extension into an abandoned
22 subdivision. The record of this case demonstrates that the Chantels have made assertions that
23 are not only unsupported by any documents or testimony but, in fact, are refuted by their own
24 evidence.

25 ¹³ MEC applied the most advantageous clause of Rule 107-D to the Chantels by granting them the
seven (7)-year refunding period although the Chantels may qualify as a construction agent under the rule
because they are the land owners of record (or at the very least a construction agent for the purpose of
negotiating and establishing electrical service to the purchasers of their lots) for all of the lots that they
have requested power to (see MEC Rule 107-D (1)).

1 **A. MEC Properly Applied Commission-Approved Rules to the Chantels' Situation**

2 The evidence shows that the Chantels requested a line extension into Sunny Highlands.
3 Sunny Highlands was abandoned by its original developer prior to the construction of
4 "backbone" distribution facilities capable of delivering electrical facilities to each lot (RT 201,
5 Ex. MEC-11).

6 The evidence demonstrated that the Chantels are land investors in every sense of the
7 word. Although the Chantels were "confused"¹⁴ at times as how to represent themselves to the
8 Commission, the Chantels¹⁵ admitted to developing (RT 203-04), selling lots for income (RT
9 191), owning 26 lots in Sunny Highlands (RT 95, 211, Ex. MEC-4, MEC-VA), referring to their
10 "land holding[s]" all over the county (RT 119, MEC-VA), and when pressed, admitted to
11 ownership rights to 128 lots as shown by the Mohave County Assessor records (RT 118, Ex.
12 MEC-13, MEC-VA).

13 The Chantels do not deny that their main interest in pursuing their Formal Complaint
14 was to get electricity to all the lots that they have sold (RT 117-18). The vast majority of their
15 land holdings in Mohave County are located in areas with no utilities; therefore, they would
16 have a vested interest in increasing the value of their lots by getting the power put in for free or
17 at a greatly reduced rate.

18 **B. There is no Factual or Legal Basis for the Chantels' Claims**

19 The Chantels erroneously allege that MEC overestimated charges in connection with
20 their request for a line extension (RT 80, 83, 102, 186, 365, 388) because they were not given
21 free footage. In fact, the Chantels did not produce any evidence to substantiate their claim (RT
22 115). The Chantels had no evidence to support their claims that MEC's line extension costs are
23 higher than other companies (RT 221) and that any other utility or subcontractor could do the
24 same work as MEC for a lesser cost (RT 201).

25 The Chantels alleged that MEC "oversized" their line extension request. The Chantels
stipulated early on that a request for a line extension into an abandoned subdivision required

¹⁴ Mrs. Chantel referred to Banta and Grady as "buying" lots 107 & 108 and Mr. Chantel chimed in to confirm (RT 205). Mrs. Chantel said that Banta was "going to purchase" lot 66 – therefore it was not sold and the Chantels' still owned it. This testimony contradicts Mrs. Chantel's affirmative answer when asked if the lots were sold (RT 207).

¹⁵ The individual testimony of the Chantels is imputed one to the other as they appeared to be in complete agreement, often conferring, speaking in concert or over one another.

1 “building out the backbone” (constructing the minimum line extension required to bring power
2 to a lot). Building out the backbone is an advantage over being held to “developer” status,
3 which requires building out the entire subdivision. However, the backbone still requires
4 building to the (future) capacity of the subdivision.

5 The Chantels did not have any evidence to support their claim that MEC overestimated
6 the number of poles required for their line extension. On the contrary, MEC presented evidence
7 demonstrating that pole spans differ for different projects (RT 266-67).

8 The Chantels also alleged that MEC overestimated the length or distance of the
9 construction required by the requested line extension. However, at the hearing, the Chantels did
10 not have any evidence to support their allegation. On the other hand, MEC presented evidence
11 that the Chantels’ allegation stemmed from their misunderstanding of the difference in wire
12 length versus ground length (RT 263-64).

13 MEC further presented evidence that it is prudent to provide some leeway in
14 construction estimates (RT 265-66). MEC fully believes that the Chantels would have been
15 quick to complain if the estimate for the line extension they requested had been underestimated
16 and they received a bill for additional payment rather than a refund.

17 The Chantels also alleged that MEC raised its line extension costs to “make up,” in
18 revenue, amounts that it “lost” due to stable electric rates. Again, the Chantels had no evidence
19 to support their allegation. In fact, there is no direct relationship between the rates MEC charges
20 for power and line extension costs (RT 192-93). MEC charges the actual cost of construction
21 for line extensions, pursuant to Rule 106-D (1) “based upon a current construction cost study.”
22 In addition, MEC is permitted to charge additional funds for service drops (line extension from
23 the backbone line to the meter pole), pursuant to Rule 106-B (1)¹⁶ when they are not included in
24 the first 625 feet and to charge for service drops, pursuant to Rule 107-D because there is no
25 footage allowance in a subdivision. The Chantels mistakenly based their allegation on a
misbelief that the billing of actual costs caused an “open-ended” contract.

The Chantels further alleged that MEC is not providing for major expansion or for
additional development (RT 327). But the evidence in the record of this case is contrary to that
assertion. MEC presented evidence that it recently constructed 17 miles of 3-phase 14.4/24.9
kV line at a cost in excess of \$500,000 (RT 306) plus other related costs. This clearly

¹⁶ MEC requires a \$400 advance payment for service drops – difference refunded (RT 274-75).

1 demonstrates that MEC is building its system to meet future demands of the growing area
2 outlying Kingman, Arizona (*see* MEC-VA). The Chantels complained that MEC does not pay
3 interest on advance deposits. The evidence in the record reveals that MEC's practices in this
4 regard is in full compliance with Commission-approved rules that refer to the customer's "non-
5 interest bearing, refundable cash advance ..." (RT 256, Rules 106-D, 107-B, 107-D (4)). In
6 fact, advance deposits are applied to the costs of construction and are refundable, less MEC's
7 billable time spent on the request (RT 252). In connection therewith, the Chantels
8 acknowledged MEC's right to charge engineering costs (RT 199), which MEC presented
9 evidence that engineering costs vary (RT 251¹⁷) and the Chantels' did not believe that the \$500
10 paid as an advance deposit was too much (RT 200, RT 251-52).

11 The Chantels also complained that MEC is not concerned with the safety of its system
12 (RT 88). The Chantels could not present any evidence to justify such an allegation. MEC,
13 however, presented evidence of its safety programs including testimony regarding its power pole
14 inspection program (RT 284).

15 The Chantels claim that they should receive "free footage" for their line extension
16 because allegedly another MEC member, Rodney McKeon, received "free footage." The
17 Chantels argued that their situation and that of Mr. McKeon were similar – based upon their
18 interpretation of the terrain over which the line extension would travel. However, MEC
19 demonstrated at the hearing that terrain is only one of many factors in estimating line extension
20 costs. In fact, the most significant factor influencing the costs of a line extension is whether it is
21 to be located in a subdivision.¹⁸ Other determining factors include whether the customer is a
22 developer and whether the line will be constructed overhead or underground. MEC explained in
23 the record that Mr. McKeon's property is not located in a subdivision, therefore Rule 106-C
24 applied to him (RT 102-09, 268).

25 ¹⁷ Pursuant to MEC Rule 106-A (2) (b) MEC may require a deposit in the amount equal to the
estimated cost of preparation of detailed plans, specifications or cost estimates for a line extension
request. Estimates vary from \$500 to in excess of \$2,000 depending on the engineering detail of the
design survey.

¹⁸ Line extension costs are higher for subdivisions because they require poles set on lot lines (in
road rights-of-way) as opposed to just taking the shortest practical route (RT 349) (*see* Mohave County
Land Regulations (rev. Nov. 2001), 5.1 (Q) (copy attached)).

1 Also, the Chantels attempted to make the point that MEC should be providing free
2 footage and not charging at all for power in the (unrelated) cases of Mr. Ceci and Mr. Roling.
3 Mr. Ceci testified that MEC should provide all electric line extensions for free (RT 143-44, 149-
4 50). Mr. Roling, who purchased his lot in Shadow Mountain Acres from the Chantels on
5 September 9, 2001 (RT 126), alleged that MEC discriminates against handicapped people
6 because it does not discount its rates. In reality, Mr. Roling had no proof that MEC treated him
7 any differently than any other member. Mr. Roling also testified that he was aware at the time
8 of purchase that there was no power to his lot and that he did not investigate the cost of bringing
9 power to his lot (RT 128-29). Mrs. Chantel admitted selling a lot to Mr. Roling at a time when
10 the Chantels knew that it could cost in excess of \$60,000 to bring power to Shadow Mountain
11 Acres (RT 191). The Chantels further admitted that their business plan was to sell lots to
12 customers "as is" (RT191) without ever mentioning the availability or cost of electricity.

13 The Chantels admitted that they have no experience in the electric utility industry. They
14 have no training in electrical construction or engineering (RT 192). The Chantels did however,
15 refute their own arguments and allegations by admitting that they believe that MEC would do
16 the "proper thing" (RT 188) and that everything it does must be above-board because it is
17 regulated by the Commission (RT 193) and by acknowledging that its rules and regulations are
18 approved by the Commission (RT 103).

19 **C. MEC Properly Applied Commission-Approved Rule 107-D**

20 The Chantels complained that MEC inconsistently applied its line extension policy for
21 subdivisions (RT 278). MEC testified that it consistently follows the Mohave County definition
22 of subdivision.¹⁹ The vast majority of MEC's members are also citizens of Mohave County.
23 Mohave County has "grand-fathered" both Shadow Mountain Acres and Sunny Highlands as
24 subdivisions (RT 278), because at the time they were platted (1961 and 1972 respectively) they,
25 in fact, qualified as subdivisions. However, under Mohave County's current rules and
regulations those areas would not qualify as a subdivision until the developer(s) complied with
Mohave County's approval process (RT 110-11). Part of the approval process is the
requirement that the utility infrastructure be complete before any lots in a subdivision can be
sold. Moreover, a subdivision is termed as "abandoned" for the purpose of determining line

¹⁹ Mohave County Land Regulations (rev. Nov. 2001) Chapter 2, p. 24 defines subdivision the same as state law, ARIZ. REV. STAT. ANN. § 32-2181 (54) (West 2003).

1 extension costs under Rule 107-D when the original developer has terminated his relationship
2 with the subdivision prior to the construction of the utility infrastructure.

3 In these situations, MEC also evaluates each subdivision with respect to current
4 subdivision regulations. Although, at the time platted, both Shadow Mountain Acres and Sunny
5 Highlands were subdivisions, they differ in that Shadow Mountain Acres would not qualify as a
6 subdivision under current land regulations and although, Sunny Highlands would qualify as a
7 subdivision, under current land regulations no lots would have changed hands without the utility
8 infrastructure complete. In both cases, MEC applied the proper Commission-approved Rule,
9 which coincidentally, was the most advantageous to the Chantels.

10 With respect to Shadow Mountain Acres, all customer requests for a line extension have
11 been estimated under Rule 106 allowing for free footage. With respect to Sunny Highlands, as
12 an “abandoned subdivision,” Rule 107-D permits the customer to build out the minimum back
13 bone line to bring power to his lot(s) and not have to build the entire infrastructure and entitles
14 the customer to an extended refunding period (RT 236).

15 MEC gave the Chantels the benefit of being a “permanent customer”²⁰ (RT 242-43, Rule
16 101-A (34) & (35), Rule 106-A (2) (e), Ex. MEC-8, Ex. MEC-14) and not a developer, and not
17 within a subdivision, when it estimated the Chantels’ July 2002 request for a line extension into
18 Shadow Mountain Acres. On the other hand, Rule 107-D, the abandoned subdivision rule, was
19 not written to allow for free footage. There are about 6,000 lots in abandoned subdivisions
20 throughout Mohave County. If MEC was to ignore the provisions of Rule 107-D and offer free
21 footage to the owners of those abandoned lots, MEC’s members would be required to subsidize
22 over \$30 million. This would be untenable. Mr. Longtin explained that Rule 107-D was
23 developed to be a “win-win” situation for the customer and MEC (RT 236).

24 **D. MEC Has Been Diligent in its Dealings With the Chantels**

25 MEC has been diligent and acting in good faith, in all its dealing with the Chantels.
Individual employees do not have authorization to treat members differently in similar
situations, but within those parameters, MEC does try to “work with” its members (RT 304-05).
MEC responds to all requests and works all construction jobs in the order that engineering and

²⁰ A member qualifies as a permanent customer by constructing permanent improvements, such as: 1) a minimum of 400 square feet with respect to a concrete foundation with footings, or a mobile home (set off its wheels and axles – motor homes, fifth wheels and travel trailers do not qualify); and 2) a septic tank; and 3) an existing meter pole.

1 operations receives them; no preferential treatment is given to the dollar amount or the
2 individual requestor (RT 249-50). MEC has responded courteously and timely to each of the
3 Chantels demands for explanations and justifications as to its rules, regulations, policies and
4 procedures (RT 243-47) and the Chantels have acknowledged its prudence (RT 104, RT 209).

5 The record reveals, however that it is the Chantels who have been less than forthright in their
6 dealings with MEC. For example:

- 7 (i) The Chantels complained that they were not provided with a sketch of their line
8 extension request until the arbitration hearing. Yet the Chantels also stated that they
9 never informed MEC that the sketch, which accompanied all their previous requests into
10 Sunny Highlands (that the Chantels repeatedly reconfigured along Grub Stake Road),
11 was not attached to the request of October 2002 (RT 200). In fact, MEC provided a copy
12 of the sketch as soon as it was made aware of the inadvertent omission (RT 243-49).
- 13 (ii) MEC offered to arrange a field meeting so that an additional estimate for the drop costs
14 could be prepared, but the Chantels never responded to the offer or scheduled a meeting
15 (RT 228, Ex. C-4, D).
- 16 (iii) Mr. Chantel had an opportunity at the MEC annual meeting to voice his concerns to
17 other MEC members, its Board of Directors and CEO but chose not to do so (Ex. MEC-
18 9, RT 292-93).
- 19 (iv) MEC discussed alternatives to building the line extension to Sunny Highlands during
20 the March 21, 2003 meeting held with the Chantels at the offices of MEC (RT 203-04).
21 Alternative construction options were offered to the Chantels to the northwest corner of
22 Sunny Highlands and Mrs. Chantel admitted that it may even be a better way to go (RT
23 213-14), yet the Chantels did not agree to any of the options.
- 24 (v) The Chantels complained that they did not receive a copy of the MEC Rules and
25 Regulations prior to the arbitration meeting in February 2003. In fact, MEC sent, via
certified mail, on May 6, 1999, a copy of its Line Extension policy at the Chantels'
request. MEC mailed another complete set of its Rules and Regulations to the Chantels
as a follow-up to the September 4, 2003 pre-hearing conference in this case. Moreover,
MEC maintains a copy on file at its offices for public inspection and all new customers
are informed of their rights to review the information (RT 255).

1 **E. The Chantels Threatened the Economic Viability of MEC**

2 The Chantels have assailed the ethics of MEC (RT 318), made numerous threats to the
3 economic viability of MEC and the livelihood of its employees (RT 328-29, Ex. C-4, Ex. MEC-
4 17, and MECR Ex. 6).

5 The first such indication of Mr. Chantel's nature was displayed at the conclusion of the
6 arbitration hearing, when he made untrue statements about MEC to the hearing officer (MECR
7 Ex. 6). Then as a follow-up to arbitration, Mr. Chantel sent a threatening letter, dated March 2,
8 2003, to MEC making threats to file a formal complaint designed on "Gorilla Aggravation
9 Tactics" and costing MEC up to \$10 million dollars. Mr. Chantel called it a "vicious event" and
10 claimed he was "not an ordinary type of individual" (Ex. MEC-17). Then again, on March 21,
11 2003 at a meeting with the Chantels MEC's managers and in-house counsel, Mr. Chantel
12 warned that if MEC did not do things "his way" it could cost MEC a lot of money. On June 5,
13 2003, the Chantels filed a Formal Complaint with the Commission in which they accused MEC
14 of "extorting money from consumers" (Ex. C-4, pg. 3), charging excessive fees, adding new
15 charges at will, intimidating consumers and discriminatory practices. On September 8, 2003,
16 Mr. Chantel sent a letter to MEC setting a deadline of midnight on September 30, 2003 to
17 "supply electric to the area in a fair and equitable manner" or the consequences could be
18 "unnatural" (Ex. MEC-19). All of Mr. Chantel's threatening letters were taken seriously (RT
19 320, 329-30) as is required by state and federal homeland security officials. Mr. Chantel
20 himself said his correspondence of March 2, 2003 was a "nasty letter" and agreed with the
21 cautious approach that MEC took in reporting it to the authorities (RT 336).

19 **V. CONCLUSION**

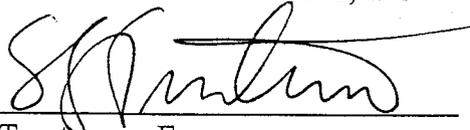
20 The allegations and claims in the Chantels' Formal Complaint are not true and are
21 unsupported by any evidence.

22 The Chantel's case against MEC is dependent upon MEC having misapplied its
23 Commission-approved Rules and Regulations. The Chantels failed to prove any such
24 wrongdoing on the part of MEC. MEC's Commission-approved Rules and Regulations do not
25 allow discounted fees, costs or rates to any members. Sunny Highlands is undisputedly an
abandoned subdivision. There are thousands of lots located in abandoned subdivisions. The
magnitude of applying any other rule would cost the members millions of dollars. In a non-

1 profit member-owned utility the cost-causers should be the cost payers, i.e., the members
2 constructing line extensions should bear the costs and other rate payers should not bear the costs
3 of the few who speculated on their land deals. MEC correctly applied Rule 107-D to the
4 Chantels request for a line extension into Sunny Highlands.

5 RESPECTFULLY SUBMITTED this 30th day of December 2003.

6 MOHAVE ELECTRIC COOPERATIVE, INC.

7
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14 ORIGINAL SENT with 13 copies
15 this 30th day of December 2003, to:

16 COMMISSIONERS:

- 17 Marc Spitzer, Chairman
- 18 William A. Mundell
- 19 Jeff Hatch-Miller
- 20 Mike Gleason
- 21 Kristin K. Mayes

22 Ernest G. Johnson, Director
23 ARIZONA CORPORATION COMMISSION
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Lyn Farmer, Chief Administrative Law Judge
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9 **COPIES** of the foregoing mailed
10 this 30th day of December 2003 to:

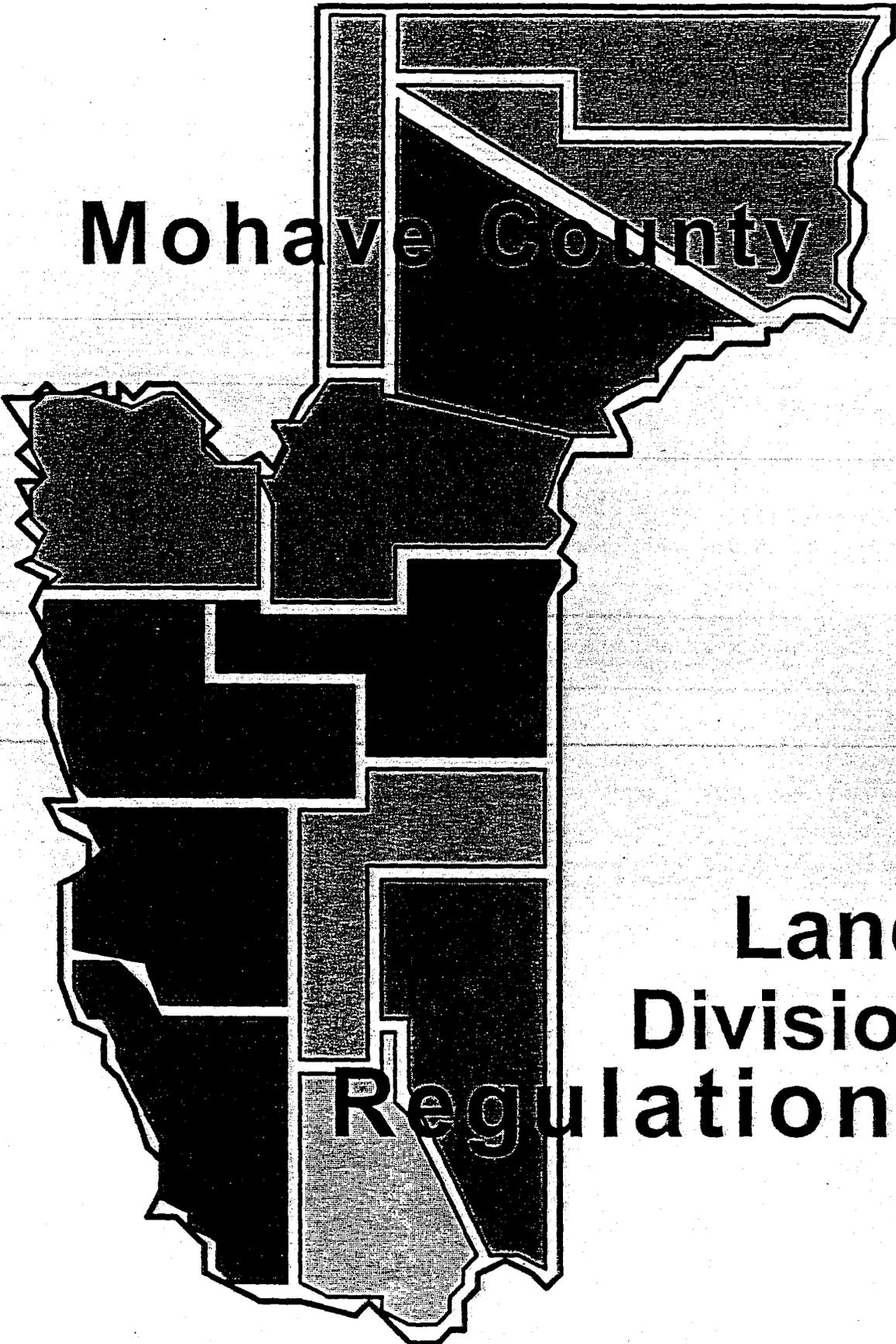
11 Roger and Darlene Chantel
12 10001 East Hwy. 66
13 Kingman, AZ 86401

14 By 

15 Amanda R. Turner
16 Public Affairs Assistant
17
18
19
20
21
22
23
24
25

APPENDIX

1. Mohave Electric's visual aid (MEC-VA) – 3' x 3' computer-aided drawing of all parcels owned by the Chantels and recorded with the Mohave County Assessor and MEC's existing electric distribution lines (folded).
2. ARIZ. REV. STAT. ANN. § 32-2181 (A) (8), (17), (19), and (E) (West 2003).
3. Mohave County Land Regulations 5.1 (D) (5) (a-c) and (Q).

A map of Mohave County, Arizona, showing various land divisions. The map is filled with a dark, textured pattern and outlined in white. The text "Mohave County" is overlaid on the upper portion of the map.

Mohave County

Land Division Regulations

Chapter 5

Improvements

5.1 Minimum Improvement Requirements

A. General Conditions.

It is the developer's responsibility to design, furnish, install, and otherwise provide the property being subdivided with adequate public infrastructure and utilities, as required by these regulations, in accordance with other regulations of the county and state, and as disclosed by the developer to the Arizona Department of Real Estate in the public report. Land shall not be approved for final plat use unless and until adequate public infrastructure and utilities have been provided and have been adequately assured for by the developer, in accordance with the minimum requirements for assurance stated in these regulations. Minimum required improvements, as described herein, must be designed in conformance with adopted county plans, policies, standards, and specifications for those types of development areas described in the General Plan and any relevant area plan.

B. Development Areas.

The Mohave County General Plan divides the county into development areas. Those areas are called the Urban Development Area (UDA), Suburban Development Area (SDA), and Rural Development Area (RDA), which are based on, among other factors, residential unit densities per acre.

1. Urban Development Areas will have parcels and lots less than one (1) acre in size.
2. Suburban Development Areas will have parcels and lots from one (1) to five (5) acres in size.
3. Rural Development Areas will have parcels and lots of five acres or greater in size.

C. Improvement Plans.

Engineered improvement plans and detailed cost estimates shall be submitted by the developer for the minimum improvements required by these regulations. The approval of improvement plans and detailed cost estimates shall be valid for a period of two (2) years from the date of preliminary plat approval by the Board of Supervisors, unless extended. For any unrecorded subdivision or phase thereof, any work not completed within the two (2) year period shall have plans and cost estimates resubmitted for approval by the County Engineer.

This requirement may be further defined or supplemented through the standards contained herein, and such standards as are required by other departments and agencies. All required improvements described herein, must be designed in conformance with adopted county plans, policies, and specifications, and shall be provided by the applicant and at no cost to the county.

The developer or his agent shall notify Mohave County Public Works Department forty-eight (48) hours prior to commencement of construction of improvements. This notice shall be in written form and shall be hand delivered or mailed to the Department, Design and Review Division. Failure to notify may result in delays in processing the Final Plat and/or delays in release of assurances.

Mohave County may inspect required improvements during construction to ensure their satisfactory completion. If County inspections reveal that any of the required improvements have not been constructed in accordance with the approved plans and Mohave County Standards and Specifications, the developer shall be responsible for correcting and completing the improvements according to the plans and specifications.

D. Minimum Required Improvements.

1. Water Supply.

- a. The developer shall provide an ADEQ or applicable agency approved public or semi-public or private water system with adequate pressures for fire flows at 100 percent (100%) occupancy to:
 - 1) All lots within a subdivision containing any lots less than five (5) acres in size, or,
 - 2) Any subdivision, regardless of lot sizes, to be located in an Urban or Suburban Development Area, as depicted in the General Plan.
- b. Where required, action shall be taken by the developer to extend or create a water supply district, and/or water company for the purpose of providing a water system and supply.
- c. The developer may be required to submit additional information or proof of water availability in the form of hydrological reports prepared by a qualified hydrologist in the State of Arizona, and/or qualified geologist or other engineer.

2. Water Line Connection and Distribution System.

- a. For proposed subdivisions where an ADEQ or applicable agency approved potable water supply system is required, the water system shall be installed with a service line and meter to each lot to provide safe and potable water in sufficient volume in excess of fire flows for the projected 100 percent (100%) occupancy. The developer shall be required to install the water system in such a manner that the lot owner can make the connection at the street utility easement, or alley abutting the lot, without

cutting any new residential pavement or surfacing. Water system installation shall include any off-site improvement necessary to provide the above service conditions, including booster pumps, lines, stations, or other requirements.

- b. For proposed subdivisions where an ADEQ or applicable agency approved potable water supply system is required and the subdivision is not located within an ADEQ or applicable agency approved provider district and an acceptable service connection is not within 1,320 feet of the proposed subdivision, provisions for an appropriate water supply shall be constructed within the subdivision, and shall conform to all ADEQ or applicable agency and county franchise and incorporation regulations and procedures.
- c. For proposed subdivisions where an ADEQ or applicable agency approved potable water supply is required, and the proposed subdivision is not within an approved ADEQ or applicable agency approved provider service area, but is within 1,320 feet of an approved potable water system and at or near an appropriate connection point, the developer shall petition the water provider to extend the district boundary to include the subdivision or allow the proposed subdivision to connect to the existing service lines.
- d. For proposed subdivisions where an ADEQ or applicable agency approved potable water supply is required and an ADEQ or applicable agency approved potable water supply is within 1,320 feet of the proposed subdivision and inside the water supply provider's service area, the subdivision shall be required to obtain right-of-way, if necessary, and construct water lines to connect to the water service provider at an appropriate connection point.

3. Fire Hydrants.

Wherever a water supply system is required for a proposed subdivision, fire hydrants that conform to the minimum requirements of the applicable fire code shall be installed. Hydrants shall be located according to the fire code requirements of the fire district the project is in. To eliminate future street openings, all underground facilities for hydrants, together with the hydrants themselves and all other water line improvements, shall be installed before any final construction of roadways.

4. Sewer Disposal Service.

Proposed subdivisions in any Development Area shall connect all lots, except those set aside for open space or recreational purposes, to an approved public or private sewer system or other wastewater treatment facility where required by the Arizona Department of Environmental Quality or U.S. Environmental Protection Agency.

- a. Urban Development Area

- 1) All proposed subdivisions with any lot less than one (1) acre, except those set aside for open space or recreational purposes, shall connect all residential and commercial lots to an adjoining ACC (if applicable) approved public, semi-public or private sewer system. If no ACC approved sewer system is available, an ADEQ or applicable agency approved sewer collection treatment facility shall be constructed on or off-site to serve the subdivision development. No individual or collective septic systems will be allowed.
- 2) Proposed subdivisions with all lots larger than one (1) acre may construct an ADEQ or applicable agency approved public or private sewer collection treatment facility, or develop individual or collective approved septic units or systems.

b. Suburban Development Area

- 1) Proposed subdivisions with any lot that is one to two acres, except lots designated for open space, commercial or recreational purposes, shall connect all residential and commercial lots to an adjoining approved public or private sewer system, if available. If not, an ADEQ or applicable agency approved sewer collection treatment facility shall be constructed as part of the subdivision development.
- 2) Proposed subdivisions with all lots larger than two (2) acres but smaller than five (5) acres, except lots designated for open space, commercial or recreational purposes, shall connect all residential and commercial lots to an adjoining approved public or private sewer system. If an adjoining sewer system is not available, an ADEQ or applicable agency approved sewer collection treatment facility may be constructed as part of the subdivision development, or individual lot or collective approved septic treatment units may be developed.

c. Rural Development Area

- 1) Proposed subdivisions with all lots larger than five (5) acres, except those lots designated for open space, commercial or recreational purposes, may connect to an approved adjoining public or private sewer collection system, or provide an ADEQ or applicable agency approved sewer collection treatment facility as part of the subdivision development, or may provide individual or collective ADEQ or applicable agency approved septic treatment units for all residential and commercial lots.

5. Electric Service.

Electric service is required according to the following:

- a. Any proposed subdivision located partially or fully in an Urban Development Area or Suburban Development Area, or which contains any lot less than five (5) acres in size, shall provide electric service to each individual lot.
- b. All proposed subdivisions containing lots five (5) acres or greater in size shall provide standard residential electric service to the nearest accessible boundary of the subdivision.
- c. Electric power lines shall be installed in accordance with the requirements of the serving utility.

6. Telephone Service.

Telephone service is required according to the following:

Any proposed subdivision located partially or fully in an Urban Development Area or Suburban Development Area, or which contains any lot less than five (5) acres in size, shall provide telephone service access to each individual lot.

7. Sidewalks.

Sidewalks, with ADA access ramps, are required within an Urban Development Area as follows:

- a. Within any proposed residential subdivision where paved streets and street lighting are required and the subdivision has residential densities of eight (8) units or more per acre.
- b. Within any subdivision that has 150 or more dwelling units on lots of any size located within one-quarter mile of an existing elementary or middle school.
- c. Where sidewalks are required, and residential lots adjoin commercial or industrial lots located within the subdivision, the sidewalks shall extend across or through the commercial or industrial lot.
- d. Where sidewalks are required or provided on private property, provision for perpetual maintenance either by the developer, a home owners association, or individual lot owner, shall be provided. Where sidewalks are approved by the County Engineer to be constructed in the public right-of-way, they will be constructed according to county standards and will need to be accepted for permanent maintenance by the Board of Supervisors.

8. Street Lighting.

Street lighting is required within an Urban Development Area as follows:

- a. Within any proposed residential subdivision that requires paving of streets, and has both residential densities of eight (8) units or more per acre and 150 or more dwelling units.
- b. Within any proposed subdivision of 150 or more dwelling units located within one-quarter mile of an existing elementary or middle school.
- c. Within any proposed subdivision on commercial or industrial lots within the subdivision.

9. Roadway Improvements.

Roadway improvements are required according to the following:

- a. Minimum roadway improvements for proposed subdivisions containing lots greater than five (5) acres in size shall be constructed in accordance with Mohave County Standard Specifications for an aggregate base road and to the minimum cross-sectional requirements shown therein for the required functional classification of roadway.
- b. Minimum roadway improvements in proposed subdivisions containing lots one (1) acre to five (5) acres in size shall be paved in accordance with Mohave County Standard Specifications and Details for an asphalt-concrete surfaced road and shall be constructed to the minimum paved cross-sectional requirements shown therein for the required functional classification of the roadway.
- c. Minimum roadway improvements in proposed subdivisions containing lots less than one (1) acre in size, or located within one-quarter mile of an existing elementary or middle school, or an acquired site, or adjacent to any commercial or industrial lots within the subdivision, shall be paved in accordance with Mohave County Standard Specifications and Details for an asphalt-concrete surfaced road and shall be constructed to the minimum paved cross-sectional requirements shown therein for the required functional classification of the roadway.
- d. In all cases, minimum roadway improvements in proposed subdivisions located within a three (3) mile radius of an identified PM-10 Non-Attainment Area shall be paved in accordance with Mohave County Standard Specifications and Details for an asphalt-concrete surfaced road and shall be constructed to the minimum paved cross-sectional requirements for this roadway classification or greater and other standards as required.

- e. Higher road construction standards may be required by the County Engineer to adequately provide for unusual situations and conditions, such as, but not limited to, soils, drainage, or traffic volumes or loads.

10. Drainage.

The developer shall be required to provide all drainage-related improvements necessary to ensure the proper drainage into, around, through, and out of the subdivision, to ensure building sites are free from the 100 year storm event, and emergency vehicles have access to all lots within the development, and to not adversely impact adjacent or downstream properties. These drainage-related improvements shall be designed and constructed to withstand the impact of the maximum 100-year storm and be in accordance with the approved detailed drainage report and drainage improvement plans.

These necessary improvements shall include, but not be limited to, underground pipes, inlets, catch basins, open drainage ditches, retention/detention, storm sewers, bridges, culverts, low-water crossings, curb and gutter, lined channels, and erosion protection.

11. Grading Improvements.

Grading plans shall be required for all property which is submitted for subdivision purposes, and such plans shall be based upon the Uniform Building Code as adopted and amended by Mohave County.

All grading in excess of 5,000 cubic yards of cut or fill, whichever is greater, or if the Building Official, after consultation with the County Engineer, determines that special conditions or unusual hazards exist, shall be considered Engineered Grading. Engineered Grading shall be performed in accordance with the provisions of the Uniform Building Code for Engineered Grading, the recommendations of the soils and drainage report, and the approved Engineered Grading plans and specifications.

No grading shall be performed without an approved grading plan. Any grading performed on the proposed subdivision site prior to the approval of the preliminary plat and improvement plans shall be 'at the risk of the developer/owner'. The developer/owner may, after grading, be required to re-grade, cut, and/or fill to satisfy the requirements of the approved plat and plans.

12. Solid Waste Disposal.

Subdividers shall comply with the regulations of the county and state health departments for the disposal of solid waste.

13. Street Signs.

Street signs shall be required and installed with one street sign for each intersection within the limits of the subdivision, showing the names of all streets at the intersections, including the block numbers when block numbers are

available. All street name signs shall conform to Mohave County Standards and all street names shall be approved by the county.

14. Off-Site Improvements.

Developer shall be responsible for all off-site improvements in support of the development of the subdivision, including:

- a. Acquisition of required right-of-way for dedication to the public from the nearest paved public right-of-way to the subdivision. Required right-of-way shall be determined by the County Engineer.
- b. Paving of the required right-of-way from the nearest paved public right-of-way to the subdivision, including development and construction of any required curbs, gutters, drainage and grading according to MAG standards and Mohave County Road Development Specifications.
- c. Required water, sewer, and electric services from attachment to required off-site sources to the subdivision, including acquiring all required rights-of-way, purchase of all supporting equipment and materials, all construction costs, and related appurtenances, as determined and approved by the County Engineer.
- d. Required drainage improvements and grading as determined by the County Engineer.
- e. Any required street lighting, sidewalks, pavement markings, crosswalks, traffic signs and signals, improvements and upgrades to adjoining properties, coordination with outside agencies, environmental requirements, storm drains, flood control, rip-rap and/or gunnite construction, drainage channel improvements, monuments and other ancillary or supporting improvements.

5.2 Design Specifications

A. Planning.

Design of the development shall take into consideration all existing local and regional plans for the county, its outlying communities, and incorporated areas. The design of those elements of a subdivision involving structural matters, location, design, alignment, buildings, roads, drainage provisions, water and sewage systems, and other required improvements, except for those provided by publicly franchised utility companies, shall be made by an engineer that is registered in the State of Arizona and qualified to specify the standards for such design.

Except for work performed under the terms of an Arizona Corporation Commission approved utility, work performed by a governmental agency, or by a resident owner in front of his own property, the designing or engineering details and the preparation of plans and specifications for all works to be constructed within existing or proposed public

rights-of-ways or easements, shall be done by or under the direct supervision of a qualified engineer registered in the State of Arizona.

B. Site Analysis.

Development of the site shall be based on the site analysis. To the maximum extent practical, subdivision design, lot layout, public and private improvements, and proposed development in general, shall be located to preserve the natural features of the site, to avoid degradation of areas of environmental sensitivity and to minimize negative impacts to and alteration of natural features.

Be aware the Planning and Zoning Commission may not recommend approval of the division of land as submitted if, from investigation, it has determined that said land is not reasonably suitable for the kind of development proposed. Factors would include, but are not limited to, flooding, fire hazards, erosion, bad drainage, terrain, inadequate infrastructure, or design features likely to be harmful to the health, safety, and welfare and convenience of future residents, unless corrections acceptable to the Commission and the Board of Supervisors, as recommended by the County Engineer, are submitted by the developer.

C. Preservation.

The following specific areas should be preserved as undeveloped open space, to the extent consistent with the reasonable utilization of the land in the proposed subdivision as a whole, and in accordance with applicable state or local regulations:

1. Unique and/or fragile areas, including wetlands as defined in Section 404 of the Federal Water Pollution Control Act Amendments of 1972, and delineated on wetland maps prepared by the U.S. Fish and Wildlife Service, field verified by on-site inspection.
2. Lands in floodplain areas which are designated as flood ways.
3. Historically significant structures and sites, as designated by appropriate federal, state, or local regulations.

D. Site Design.

The development shall be designed to minimize adverse affects on ground water and aquifer recharge; to minimize cut and fill; to minimize unnecessary impervious cover; to minimize erosion; to prevent flooding from a 100 year storm event; to provide adequate access to lots and sites; and to reduce adverse effects of noise, odor, traffic, drainage, and utilities on neighboring properties.

The developer shall provide coordination of roads within the subdivision with existing or planned roadways, in conformance with the General Plan. In addition, portions of any contiguous property owned by the developer shall not be excluded from within the boundaries of a subdivision when it is needed or required for any traffic, drainage, flood control, or wastewater facility pertinent to said subdivision.

All work and materials pertinent to improvements within the public rights-of-ways shall conform to these regulations and to engineering standard specifications and details of the county. Other methods, materials or designs and specifications may be substituted as satisfactory alternates, subject to prior submission of structural design, laboratory test, and/or other supporting data indicating that such substitutions and specifications are at least equal to the standards and specifications herein contained, and included in the Mohave County Standard Specifications and Details.

The owner or developer may formally request approval by the County Engineer for changes in construction methods or materials when they can be determined to meet or exceed county standards and specifications. The County Engineer may authorize such a proposal when it can be satisfactorily demonstrated that the proposed methods or materials meet or exceed current county standards and/or specifications.

E. Drainage.

Sufficient drainage rights-of-way or easements shall be provided to adequately accommodate the 100-year flows entering into, passing through, and exiting from the development. In the event that the subdivision is traversed by or is contiguous to any lakes, washes, streams, or other bodies of water, the subdivider shall provide adequate rights-of-way or easements for storm drainage, conforming substantially with the lines of such natural water courses, channels, streams, or waterways, or provide for an acceptable realignment of said watercourses. Adequate drainage rights-of-way or easements shall also be provided for all drainage-related improvements or water courses necessary, to ensure that all lots within the development are free from a 100 year storm event impact, and that the creation of this development will not adversely impact the drainage on upstream, adjacent, or downstream properties.

Any significant drainage channels or water courses deemed by the County Engineer to be necessary for public purposes, shall be designated as drainage parcels and dedicated to the public for drainage purposes.

All drainage channels, water courses, or drainage-related improvements shall be designed and constructed to withstand the impact of the 100- year storm; be in accordance with the Mohave County Flood Plain ordinance, and any requirements, amendments or specifications adopted thereof; and any standards and specifications adopted thereof.

All developments will provide adequate space and mechanisms to retain all on-site flows generated by the developed condition. Detention/retention of on-site flows generated by the proposed development will not exceed pre-developed flows impacting the development site.

F. Traffic Impact Analysis (TIA) and Road Signing and Striping Plan.

An estimate of the projected traffic volumes utilizing the Institute of Transportation Engineers Trip Generation Manual, latest edition, shall be submitted by the project Engineer of Record with the Sketch Plan. A TIA shall be required for all new developments or additions to existing developments expected to generate 500 trips per day. The TIA shall be performed, in accordance with the criteria set forth in the Mohave County Traffic Impact Analysis Guidelines or any revisions thereof, by a Engineer

registered in the State of Arizona and qualified to perform such study. The TIA shall be required to identify existing traffic conditions, forecast future development related traffic volumes, and estimate the impact of the proposed development on existing and future roadway systems.

The TIA shall be used as a tool for early identification of potential traffic problems such as:

1. On-site congestion, as well as congestion on adjacent roadways.
2. Inadequate capacity to accommodate traffic entering and leaving the site during peak hours.
3. Intersection bottlenecks.
4. Unnecessary high accident rates.
5. Limited flexibility to eliminate problems or adjust to changed conditions after the fact.

As part of the final subdivision construction plans a signing and striping plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) shall be submitted for review and approval by the Mohave County Traffic Safety Committee. The plan shall show all proposed regulatory, advisory, and street signs and proposed striping, including but not limited to stop bars, turn lane demarcation, crosswalks and school crossings.

G. Roadways:

1. The arrangement, character, extent, grade, width, and location of all roadways shall conform to these regulations, Mohave County Standard Specifications and Details, the General Plan, any adopted area plans, and any preliminary plats approved by the Commission, pursuant to Arizona Revised Statutes.
2. The arrangement of roadways shall provide continuation of appropriate projections of existing roadways in surrounding areas. All roadway alignments shall be a continuation of the alignments of existing roadways in adjoining property. In cases where straight continuations are not physically possible, such alignments may be continued by curves.
3. Roadways, whenever possible, will be arranged in relation to existing topography to produce desirable lots of maximum utility; roads and alleys of reasonable gradient; and to facilitate adequate drainage that will compliment natural drainage and not impede it. Residential or local roads shall be so designed as to discourage through traffic.
4. Each subdivision design shall provide for adequate traffic circulation that incorporates the adopted roadway functional classification system, to handle the projected traffic volumes on the roads.
5. Subdivisions containing any lot less than one (1) acre shall have as a minimum one collector-classified roadway for each 80 acres that are subdivided, and one arterial classified road for each 320 acres that are subdivided within or adjacent to the subdivision. For subdivisions with all lots greater than one (1) acre, the

acreage shall be 160 acres or 640 acres, respectively, for collectors and arterials. Collector-classified roadways shall be provided along all center section lines and arterial-classified roadways shall be provided along all section lines, unless alternate alignments are otherwise approved.

6. Adequate drainage of the subdivision public rights-of-way shall be provided by means of structures, culverts, or by other approved means, in accordance with these regulations. When the road right-of-way is to be used as a channel to convey storm runoff, the following shall apply:
 - a. Rural roadway sections: The ten (10) year storm shall be contained within the ditch section removed from the shoulder; the 100-year storm will be contained within the right-of-way, to not overtop the centerline of the road.
 - b. Urban roadway sections: The ten (10) year storm shall be contained within the improved roadway section; the 100-year storm contained within the right-of-way, with a maximum flow depth of eight (8) inches.
 - c. Invert Crowns for urban sections: The ten (10) year storm shall be contained within the improved roadway section; the 100-year storm within a maximum flow depth of one (1) foot.
 - d. Adequate provisions shall be made in the design of subdivisions for access to each lot and parcel, and for access to adjoining properties.
7. Full-width rights-of-way shall be provided for all interior and exterior roadways and access roads from the subdivision boundary, to the nearest county-maintained roadway and in accordance with county standards for that classification of roadway. If matching right-of-way is not available for interior or exterior streets, roadways shall be designed so that full-width rights-of-way will be provided by the developer on property owned or under their control.
8. All roadways shall be improved to the minimum widths shown on Mohave County Standard Details No. 60 Series, and to the base course thickness as determined through laboratory tests and Standard Details or approved equal, or better.
9. Provisions shall be made for existing railroad and other public or private utility crossings necessary to provide access to, or circulation within the proposed subdivision. The developer will obtain all necessary permits from the public or private utilities involved and any regulatory agencies having jurisdiction. The cost of development and maintenance of such crossings shall not be assured with the County, but shall be by and between the developer and the effected utility or agency.
10. In all-cases, where a proposed subdivision abuts or contains an existing or proposed arterial-classified roadway, or where a residential development abuts or contains a collector-classified roadway, the developer shall provide non-access easements along these roadways, or such other treatments as may be justified, for

protection of these properties from the nuisance and hazard of high volume traffic, and to preserve the traffic function of the thoroughfare route. In addition, a non-access easement shall be required along all federal and state highways, with limited entrances to the main roadway in order to minimize the intersections on the roadway and help maintain the through traffic flow. Subdivisions contained within or adjacent to a road that is part of the county roadway system shall provide an alignment consistent with the roadway system and shall have a right-of-way width appropriate to its classification.

H. Cul-de-Sac Streets.

Dead-end streets are prohibited in subdivisions, except as a stub to permit future street extension into adjoining properties or when intentionally designed as a cul-de-sac street. In that event, a temporary turnaround shall be constructed equaling the dimensions of a cul-de-sac bulb or hammer head when the terrain requires it. Cul-de-sac streets shall provide a turnaround at its terminus, with a right-of-way of not less than sixty (60) feet and an outside curb radius of fifty-five (55) feet, and the cul-de-sac shall be no longer than 800 feet from the nearest intersecting through street. Any cul-de-sac over 400 feet long shall have a "No Through Street" or "No Outlet" or "Dead End" sign posted at the entrance to the cul-de-sac.

I. Roadway Intersections.

1. Roadway intersections shall be designed to intersect as nearly as possible at right angles, except where terrain or other conditions justify variations. The minimum angle of any intersection shall be sixty degrees (60°). All intersections of collector roads and roads of higher classifications shall be within ten degrees (10°) of a ninety degree (90°) angle. Property line and curb or return radii at local roadway intersections shall not be less than twenty-five (25) feet. When the angles of the roadway intersection is less than seventy-five degrees (75°), the radius shall not be less than thirty (30) feet, and at collector and arterial roadway intersections shall not be less than forty-five (45) feet.
2. All roadway intersections, other than directly opposing roads or extensions of the same roads, shall be offset a minimum of 200 feet, as measured from the center line.

J. Alleys.

Alleys shall be provided in commercial and industrial zoned areas. This requirement may be waived where other definite and assured provisions are made for service access, such as off-street loading, unloading, maneuvering, turnarounds, and parking consistent with and adequate for the uses proposed. Except where justified by special conditions, such as the continuation of an existing alley in the same block, alleys are not required in residential districts except where rear yards abut commercial or industrial zoning boundaries. New alley construction shall be no less than twenty-five (25) feet in width abutting residential boundaries, and no less than thirty (30) feet in commercial-industrial zoned areas. Alley intersections and acute change in alignment shall be cut back at least ten (10) feet along each side to permit safe vehicular movement. Half, partial width, or dead-end alleys, shall not be permitted.

K. Street Grades.

The County Engineer may require a greater minimum grade to facilitate drainage according to paving type or other provisions. The grades of all streets shall be kept as low as possible; however, paved streets shall not have a grade exceeding sixteen percent (16%) at any time or more than a twelve percent (12%) grade for greater than five hundred (500) feet in length. Gravel streets shall not have a grade more than twelve percent (12%) at any time.

L. Median Barriers and Planned Breaks.

Medians and breaks are an optional feature for roads, and may be provided on designated roads, where space permits, with prior approval of the County Engineer for acceptance by the county. Medians may be either painted or barrier type. Barrier type medians may be one of three types:

1. Raised Median/Barrier Curb; landscaped, paved or-unimproved median area.
2. Depressed Median/Optional Curb; landscaped, paved or unimproved median area; often used for runoff detention.
3. Safety Barrier/No Curb; integral guard rail or concrete barrier to separate traffic flows; utilized in high-speed, high-volume locations.

Median design shall be in accordance with the Institute of Transportation Engineers, Guidelines for Urban Major Street Design, or as adopted by Mohave County.

Islands, obelisks, monuments with a subdivision name, Mohave County approved advertising devices or any other structures shall not be permitted to be constructed within the public rights-of-way or roadways without a right-of-way permit from the County Engineer and provisions made for perpetual maintenance either by the developer, a property owners association, individual lot owners, or as accepted by the county.

M. Roadway Improvements.

Roadways shall be constructed in accordance with the Mohave County Standard Specifications and Details for the classification and type of roadway, as required by these regulations.

N. Blocks.

1. General.

The length, width, and shape of blocks shall be determined with due regard to provisions for adequate building sites; zoning requirements, as to lot area and dimensions; limitations and opportunities of topography; and needs for convenient access and circulation. control and safety of streets, and pedestrian traffic. A block is any portion of a subdivision tract delineated by street rights-of-way or by the rights-of-way and boundary of the subdivision conforming to the requirements for length and depth.

2. Length.

Blocks shall not be more than 1,320 feet in length, except in blocks with lots averaging 20,000 square feet or more, this maximum may be exceeded by 440 feet. The minimum block length shall be 500 feet. When fronting on collector or higher road classifications, longer blocks shall be provided in order to reduce the number of intersections. These blocks shall not be less than 1,320 feet in length nor more than 2,000 feet in length. Rectangular and curvilinear-shaped block lengths shall be measured along the back lot line. Irregular shaped block lengths shall be measured along a straight line connecting the extreme corners of the block.

3. Depth/Width.

Residential blocks shall normally be of sufficient depth to accommodate two (2) tiers of lots, except where lots border on a freeway, parkway, expressway, drainage way, railroad right-of-way, or other similar barrier. Commercial blocks may be single-tiered. There shall be no lots with double or triple frontage; except a corner lot may be fronted on two sides, as outlined in these regulations. If terrain warrants, or a large lot such as a church or school site is planned, double or triple frontage may be allowed.

4. Pedestrian Crosswalks.

Pedestrian crosswalks, with a right-of-way width of not less than ten (10) feet and appropriate pavement markings, may be required along long blocks or when determined to be necessary by the County Engineer to provide circulation or access to schools, playgrounds, shopping centers, or other community facilities.

O. Lots.

1. Arrangement

All lot areas, widths, depths, shapes, and orientations shall be appropriate for the location of the subdivision, for the type of development and use contemplated, and shall conform to the requirements of these regulations.

2. Access.

All subdivision lots and parcels shall have legal access, as defined by Arizona Revised Statutes.

3. Lot Sizes.

The minimum lot size shall be governed by the zoning ordinances, except where on-site sewage disposal is proposed, larger lots may be required by the Mohave County Environmental Health Division on the basis of topography and soil investigations.

4. Street Frontage.

All proposed residential subdivision lots shall have a minimum 25-foot frontage, abutting on a public or private street.

5. Lot Lines.

Front lot lines should be as straight as possible. Lot lines shall be as close to a ninety degree (90°) angle to each other as possible. All lot lines should be straight, unless otherwise dictated by terrain or another justifiable physical or design reason.

6. Suitability.

Each lot shall contain a usable, free from a 100 year storm event, building site or area, and be suitable for the purpose for which it is intended.

7. Parcel Remnants.

Parcel remnants which fail to meet the minimum lot size requirements for the applicable zoning district, shall not be allowed to remain after subdividing. These remnants shall be added to other lots or parcels in the subdivision; be deeded to adjoining property; or be designated as parcels for public or private use. They will not be maintained by the county.

8. Lot Numbering.

- a. If Block designation letters are not used, subdivision lot numbering shall begin with the number "1" and all lots in the subdivision shall be numbered sequentially until all lots have been assigned a number.
- b. When Block designations are used, numbering shall be in consecutive sequence within each Block area commencing with the number "1" for each different Block.
- c. Numbering sequences may follow in continuity from one tract to another when lying contiguous to one another; or when separate or contiguous, if the same name is used for successive tracts.
- d. Parcels shall be designated by capital letters and be designated in sequence within a tract starting with the letter "A."
- e. Lot numbers shall be consecutive along the street line for each block.

9. Lot Width and Depth.

- a. Lot depth shall mean the horizontal length of a straight line connecting the bisecting points of the front and rear lot lines. For lots with more than four (4) sides, the sides contiguous to the front lot line shall be the side lot lines, and a line connecting the centers of the remaining lot lines shall be used to measure lot depth.
- b. Each lot shall have a minimum width at the front lot line of twenty-five (25) feet for residential lots, thirty (30) feet for commercial lots, and forty (40) feet for industrial lots, measured in a straight line between the front yard lot corners. No lot shall be less than eighty (80) feet in depth for residential lots, and 100 feet for lots used for mobile homes and for commercial-industrial purposes.
- c. No lot shall be designed with a depth to width ratio greater than three to one (3:1) for the usable area; except for lots located on a knuckle or the end of a cul-de-sac, which may have a four to one (4:1) ratio.

10. Corner Lots.

All corner lots in subdivisions with lots whose average lot size is less than 10,000 square feet, shall be at least ten (10) feet wider than the lots within the block in which it is located. This is to provide the corner lot with the same buildable and usable area as an interior lot.

Q. Easements and Utilities.

1. Except as otherwise provided by these regulations, public utilities (water, sewer, electric, gas, telephone, cable, transmission lines, etc.) shall be placed in road rights-of-way. Public utilities may be located in other specified public utility

easements if agreed upon in a written arrangement between the utility and the developer. If such an agreement is made, a copy of the executed agreement between the utility and the developer shall be submitted to the Planning Director with the initial submittal of the Final Plat and improvements documents.

2. Where existing or proposed public utilities conflict with a proposed subdivision design, it shall be the developer's or owner's responsibility to provide for the installation, relocation, or removal of such utility or otherwise resolve the conflict.

R. Monuments.

Monuments shall be installed in a reasonable manner, in accordance with Mohave County Standard Specifications and Details, at all street right-of-way lines, tract, lot, and subdivision corners, angle points, and points of curvature or tangency, and at all street intersections. Where new streets intersect existing streets, monuments shall be placed on the centerline intersection point of the new street and the existing street.

After the streets are improved, centerline survey monuments will be required to be installed at all street intersections, angle points, and at the point of curvature and point of tangency of all curves. On all roadways, survey monuments described in Mohave County Standard Specifications shall be used.

Survey monuments shall conform to these regulations and to the Mohave County Standard Specifications and shall be furnished and caused to be set by the developer at locations herein specified and as shown on approved plans.

5.3 Water Improvements

A. Adequacy

The developer shall submit plans for the provision of an adequate subdivision potable water supply where required, regardless of lot sizes, to the Arizona Department of Water Resources or equivalent agency, in accordance with Arizona Revised Statutes § 45-108.

A report from the ADWR or equivalent agency on the adequacy of the water supply for the subdivision shall be submitted with the preliminary plat under the following conditions:

1. Any subdivision proposed either partially or fully within an Urban or Suburban Development Area, as designated by the General Plan, must obtain a written determination of water adequacy from the ADWR affirming an adequate potable water supply to serve all lots and parcels from an assured 100 year supply, before the plat shall be recorded.
2. Subdivisions with lots less than five (5) acres proposed in Rural Development Areas shall obtain a written determination of water adequacy from the ADWR affirming an adequate potable water supply to serve all lots and parcels from an assured 100 year supply. Any

subdivision with lots greater than five (5) acres shall obtain a written determination of water adequacy or inadequacy from the ADWR concerning the availability of a potable water supply, before the plat shall be recorded.

B. Water System Design and Capacity

1. All subdivisions required to provide an assured potable water supply shall provide improvement plans for that system describing the water line system design, line sizes and types and associated hardware and their locations, including valves, thrust blocks, fire-hydrants, back-flow prevention valves, sewage line cross-overs, meter locations, stubs, and all other elements of the system design and equipment. Show profiles of typical arrangements according to MAG Standards.
2. All subdivisions providing an assured potable water supply shall provide evidence verifying that adequate water supplies shall be delivered to each lot in quantities and pressures to support required fire flows and potable supplies to lateral service stubs for each lot.

C. Water Inadequacy

Subdivisions proposed to be developed within a Rural Development Area, as designated by the General Plan, that receive an ADWR determination of water inadequacy may continue processing. However, for those subdivisions, a statement disclosing the determination of water inadequacy shall be placed on all final plats submitted for approval.

5.4 Utilities

When one or more utilities, such as electricity, telephone, other communications, street lighting, or cable television lines are to be provided by the developer, they must be provided in accordance with the specifications of these regulations, conditions of any franchise agreement, and in accordance with the Arizona Corporation Commission regulations. The developer is responsible for cooperating with the servicing agencies for the installation of such utilities.

5.5 Exceptions for Existing Improvements

If the proposed subdivision is a re-subdivision, or is in an area with any or all required improvements as determined by the regulations, and are in good condition as determined by the County Engineer, no further provision need be made by the applicant to duplicate such improvements. If the existing improvements do not meet said requirements, the applicant shall provide for the correction, repair, or replacement of such improvements, so that all improvements will meet the requirements of these regulations and as specified by the County Engineer.

5.6 Coordination of Subdivision Improvements with the General Plan and Growing Smarter Plus state legislation.

These regulations promote the goals and objectives of the current Mohave County General Plan, and A.R.S. §§ 11-806, et.seq. (Growing Smarter Plus), and require subdivisions at a minimum to provide improvements to implement those goals and objectives and those of any relevant accompanying area plan. If discrepancies exist between the General Plan, area plans, and these regulations, the greater standard shall apply and subdivision applicants shall provide the higher standard improvement requirement.

C

ARIZONA REVISED STATUTES ANNOTATED
TITLE 32. PROFESSIONS AND OCCUPATIONS
CHAPTER 20. REAL ESTATE
ARTICLE 4. SALE OF SUBDIVIDED LANDS

§ 32-2181. Notice to commissioner of intention to subdivide lands; unlawful acting in concert; exceptions; deed restrictions; definition

A. Before offering subdivided lands for sale or lease, the subdivider shall notify the commissioner in writing of the subdivider's intention. The notice shall contain:

1. The name and address of the owner. If the holder of any ownership interest in the land is other than an individual, such as a corporation, partnership or trust, a statement naming the type of legal entity and listing the interest and the extent of any interest of each principal in the entity. For the purposes of this section, "principal" means any person or entity having a ten per cent or more financial interest or, if the legal entity is a trust, each beneficiary of the trust holding a ten per cent or more beneficial interest.
2. The name and address of the subdivider.
3. The legal description and area of the land.
4. A true statement of the condition of the title to the land, including all encumbrances on the land, and a statement of the provisions agreed to by the holder of any blanket encumbrance enabling a purchaser to acquire title to a lot or parcel free of the lien of the blanket encumbrance on completion of all payments and performance of all of the terms and provisions required to be made or performed by the purchaser under the real estate sales contract by which the purchaser has acquired the lot or parcel. The subdivider shall file copies of documents acceptable to the department containing these provisions with the commissioner before the sale of any subdivision lot or parcel subject to a blanket encumbrance.
5. The terms and conditions on which it is intended to dispose of the land, together with copies of any real estate sales contract, conveyance, lease, assignment or other instrument intended to be used, and any other information the owner or the owner's agent or subdivider desires to present.
6. A map of the subdivision which has been filed in the office of the county recorder in the county in which the subdivision is located.
7. A brief but comprehensive statement describing the land on and the locality in which the subdivision is located.

8. A statement of the provisions that have been made for permanent access and provisions, if any, for health department approved sewage and solid waste collection and disposal and public utilities in the proposed subdivision, including water, electricity, gas and telephone facilities.
9. A statement as to the location of the nearest public common and high schools available for the attendance of school age pupils residing on the subdivision property.
10. A statement of the use or uses for which the proposed subdivision will be offered.
11. A statement of the provisions, if any, limiting the use or occupancy of the parcels in the subdivision, together with copies of any restrictive covenants affecting all or part of the subdivision.
12. The name and business address of the principal broker selling or leasing, within this state, lots or parcels in the subdivision.
13. A true statement of the approximate amount of indebtedness which is a lien on the subdivision or any part of the subdivision and which was incurred to pay for the construction of any on-site or off-site improvement, or any community or recreational facility.
14. A true statement or reasonable estimate, if applicable, of the amount of any indebtedness which has been or is proposed to be incurred by an existing or proposed special district, entity, taxing area or assessment district, within the boundaries of which the subdivision, or any part of the subdivision, is located, and which is to pay for the construction or installation of any improvement or to furnish community or recreational facilities to the subdivision, and which amounts are to be obtained by ad valorem tax or assessment, or by a special assessment or tax upon the subdivision or any part of the subdivision.
15. A true statement as to the approximate amount of annual taxes, special assessments or fees to be paid by the buyer for the proposed annual maintenance of common facilities in the subdivision.
16. A statement of the provisions for easements for permanent access for irrigation water where applicable.
17. A true statement of assurances for the completion of off-site improvements, such as roads, utilities, community or recreational facilities and other improvements to be included in the offering or represented as being in the offering, and approval of the offering by the political subdivision with authority. This statement shall include a trust agreement or other evidence of assurances for delivery of the improvements and a statement of the provisions, if any, for the continued maintenance of the improvements.

18. A true statement of the nature of any improvements to be installed by the subdivider, the estimated schedule for completion and the estimated costs related to the improvements which will be borne by purchasers of lots in the subdivision.

19. A true statement of the availability of sewage disposal facilities and other public utilities including water, electricity, gas and telephone facilities in the subdivision, the estimated schedule for their installation, and the estimated costs related to the facilities and utilities which will be borne by purchasers of lots in the subdivision.

20. A true statement as to whether all or any portion of the subdivision is located in an open range or area in which livestock may roam at large under the laws of this state and what provisions, if any, have been made for the fencing of the subdivision to preclude livestock from roaming within the subdivided lands.

21. If the subdivider is a subsidiary corporation, a true statement identifying the parent corporation and any of the following in which the parent or any of its subsidiaries are or have been involved within the past five years:

(a) Any subdivision in this state.

(b) Any subdivision, wherever located, for which registration is required pursuant to the federal interstate land sales full disclosure act. [FN1]

(c) Any subdivision, wherever located, for which registration would have been required pursuant to the federal interstate land sales full disclosure act but for the exemption for subdivisions whose lots are all twenty acres or more in size.

22. A true statement identifying all other subdivisions, designated in paragraph 21, in which any of the following are or, within the last five years, have been directly or indirectly involved:

(a) The holder of any ownership interest in the land.

(b) The subdivider.

(c) Any principal or officer in the holder or subdivider.

23. A true statement as to whether all or any portion of the subdivision is located in territory in the vicinity of a military airport as defined in § 28-8461, in territory in the vicinity of a public airport as defined in § 28-8486 or, on or after July 1, 2001, in a high noise or accident potential zone as defined in § 28-8461. The statement required pursuant to this paragraph does not require the amendment or refile of any notice filed before July 1, 2001.

24. If the subdivision is a conversion from multifamily rental to condominiums as defined in § 33-1202, a true statement as to the following:

(a) That the property is a conversion from multifamily rental to condominiums.

(b) The date original construction was completed.

25. Other information and documents and certifications as the commissioner may reasonably require.

B. The commissioner, upon application, may grant a subdivider of lots or parcels within a subdivision for which a public report was previously issued by the commissioner an exemption from all or part of the notification requirements of subsection A of this section. The subdivider shall file a statement with the commissioner indicating the change of ownership in the lots or parcels together with any material changes occurring subsequent to the original approval of the subdivision within which the lots or parcels are located. The statement shall further refer to the original approval by the commissioner.

C. If the subdivision is within a groundwater active management area, as defined in § 45-402, the subdivider shall accompany the notice with a certificate of assured water supply issued by the director of water resources, unless the subdivider has obtained a written commitment of water service for the subdivision from a city, town or private water company designated as having an assured water supply by the director of water resources pursuant to § 45-576 or is exempt from the requirement pursuant to § 45-576. If the subdivider has submitted a certificate of assured water supply to a city, town or county prior to approval of the plat by the city, town or county and this has been noted on the face of the plat, the submission constitutes compliance with this subsection.

D. It is unlawful for a person or group of persons acting in concert to attempt to avoid the provisions of this article by acting in concert to divide a parcel of land or sell subdivision lots by using a series of owners or conveyances or by any other method which ultimately results in the division of the lands into a subdivision or the sale of subdivided land. The plan or offering is subject to the provisions of this article. Unlawful acting in concert pursuant to this subsection with respect to the sale or lease of subdivision lots requires proof that the real estate licensee or other licensed professional knew or with the exercise of reasonable diligence should have known that property which the licensee listed or for which the licensee acted in any capacity as agent was subdivided land subject to the provisions of this article.

E. A creation of six or more lots, parcels or fractional interests in improved or unimproved land, lots or parcels of any size is subject to the provisions of this article except when:

1. Each of the lots, parcels or fractional interests represents, on a partition basis, thirty-six acres or more in area of land located in this state including to the center line of dedicated roads or easements, if any, contiguous to the land in which the interests are held.

2. The lots, parcels or fractional interests are the result of a foreclosure sale, the exercise by a trustee under a deed of trust of a power of sale or the grant of a deed in lieu of foreclosure. This paragraph does not allow circumvention of the requirements of this article.

3. The lots, parcels or fractional interests are created by a valid order or decree of a court pursuant to and through compliance with title 12, chapter 8, article 7 [FN2] or by operation of law. This paragraph does not allow circumvention of the requirements of this article.

4. The lots, parcels or fractional interests consist of interests in any oil, gas or mineral lease, permit, claim or right therein and such interests are regulated as securities by the United States or by this state.

5. The lots, parcels or fractional interests are registered as securities under the laws of the United States or the laws of this state or are exempt transactions under the provisions of § 44-1844, 44-1845 or 44-1846.

6. The commissioner by special order exempts offerings or dispositions of any lots, parcels or fractional interests from compliance with the provisions of this article upon written petition and upon a showing satisfactory to the commissioner that compliance is not essential to the public interest or for the protection of buyers.

F. In areas outside of groundwater active management areas established pursuant to title 45, chapter 2, article 2, [FN3] if the director of water resources, pursuant to § 45-108, reports an inadequate on-site supply of water to meet the needs projected by the developer or if no water is available, the state real estate commissioner shall require that all promotional material and contracts for the sale of lots in subdivisions approved by the commissioner adequately display the director of water resources' report or the developer's brief summary of the report as approved by the commissioner on the proposed water supply for the subdivision.

G. The commissioner may require the subdivider to supplement the notice of intention to subdivide lands and may require the filing of periodic reports to update the information contained in the original notice of intention to subdivide lands.

H. The commissioner may authorize the subdivider to file as the notice of intention to subdivide lands, in lieu of some or all of the requirements of subsection A of this section, a copy of the statement of record filed with respect to the subdivision pursuant to the federal interstate land sales full disclosure act if the statement complies with the requirements of the act and the regulations pertinent to the act.