

ORIGINAL

# NEW APPLICATION



0000088308

BEFORE THE ARIZONA CORPORATION RECEIVED

Arizona Corporation Commission

DOCKETED

AUG 26 2008

2  
3 COMMISSIONERS

2008 AUG 27 P 4: 46

4 MIKE GLEASON, Chairman  
5 WILLIAM A. MUNDELL  
6 JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

AZ CORP COMMISSION  
DOCKET CONTROL

DOCKETED BY	nr
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E-01575A-08-0448

7 IN THE MATTER OF THE  
8 APPLICATION OF SULPHUR  
9 SPRINGS VALLEY ELECTRIC  
10 COOPERATIVE, INC., AN ARIZONA  
CORPORATION, FOR AN ORDER  
APPROVING AN LINE EXTENSION  
AGREEMENT

DOCKET NO. E-01575A-08

**APPLICATION FOR APPROVAL OF  
LINE EXTENSION AGREEMENT**

11 **I. INTRODUCTION**

12 Sulphur Springs Valley Electric Cooperative, Inc., an Arizona Electric Cooperative  
13 Nonprofit Membership Corporation ("SSVEC"), alleges to this Arizona Corporation  
14 Commission ("Commission") as follows, in support of this Application:

15 1. SSVEC is a public service corporation engaged in the distribution of  
16 electricity for the purpose of serving its customers located within a specifically designated  
17 service area in portions of Cochise, Graham, Pima and Santa Cruz Counties, Arizona,  
18 which has been certified and approved by the Commission ("SSVEC's Service Area").

19 2. The corporate officers and financial statements of SSVEC are the same as  
20 presently on file with the Commission.

21 3. In conjunction with the Joint Application by SSVEC and APS to seek  
22 Commission approval of a service authorization agreement between APS and SSVEC for  
23 authorization for SSVEC to serve SBA Structures, Inc., a Florida Corporation ("SBA"),  
24 SSVEC is seeking approval by the Commission of a Line Extension Agreement between  
25 SSVEC and SBA.

26 4. This Line Extension Agreement differs from the line extension agreements  
27 currently approved by the Commission in that it provides for the entire line extension to  
28 be paid for by SBA without any provision for a "free distance."

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5. SSVEC believes that approval of this Line Extension Agreement will be consistent with and promote the public interest, will be in the best interest of SBA and SSVEC and its members.

WHEREFORE, Applicant SSVEC respectfully requests the Commission issue an order approving the attached Line Extension Agreement between SSVEC and SBA.

RESPECTFULLY submitted this 27<sup>th</sup> day of August, 2008.

Law Offices of Christopher Hitchcock, PLC

By:   
Christopher Hitchcock

Original and 13 copies filed this 27 day of August, 2008, with:

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

## LINE EXTENSION AGREEMENT

WO#  
ACCOUNT#  
LOCATION#

THIS AGREEMENT (the "Agreement") dated \_\_\_\_\_, by and between SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC., an Arizona corporation, ("SSVEC") and SBA STRUCTURES, INC., a Florida corporation, ("SBA"), shall be subject to the following mutually agreeable terms and conditions which are hereby acknowledged by each of the respective parties to be valuable and sufficient consideration for the covenants set forth below:

1. Pursuant to the request and application of SBA, a field survey has been completed in order to ascertain what is involved to serve single-phase, overhead power to SBA's property which is located in Section 4, Township 22 South, Range 22 East, near Sierra Vista, AZ and more particularly described as follows:

See Attached, Exhibit A.

2. The subject field survey has shown that SSVEC must build 6769 feet of new line at a cost of \$31,097.00. SBA agrees to pay the entire cost of constructing the line to SSVEC on the following terms: SSVEC will own and maintain all of the primary and secondary facilities. SBA will pay the cost and items set forth in paragraph 8 upon execution of this Agreement. In the event that Arizona Public Service (APS) decides to exercise its right to serve SBA by building a line to the site and SSVEC has to retire all or a portion of this line, SBA agrees to pay the entire cost of labor less salvage credits in order to decommission the line to SSVEC.
3. A separate monthly availability charge for the line extension in the sum of \$192.00 per month for a period not to exceed 25 years shall be billed and payable by SBA monthly. The regular monthly service availability charge provided for in the appropriate rate schedule, monthly minimum, plus KWH energy charges for the energy that is actually used, shall be billed and payable by any end user of electricity monthly. Furthermore, any wholesale power adjustments will be applied to energy

that is actually used in accordance with the appropriate currently approved rate schedule which may hereafter be amended and approved by the Arizona Corporation Commission.

4. The monthly billing for the line extension service availability charge service shall begin thirty (30) days after the line extension is completed even though the meter may not be installed.
5. At the time this job has been completed and inventoried, SSVEC will refund any amount of SBA's payment, if any, found to be in excess of the actual cost of the job.
6. The parties acknowledge that SBA owns and operates a cell phone tower (the "Cell Tower") located at 10892 Highway 90, Sierra Vista, AZ 85636. The parties hereto further agree and acknowledge that upon the sale, transfer or other assignment of the Cell Tower, to any third party or entity during the term of the Agreement, that this Agreement, its terms, conditions and obligations, shall be assigned and assumed in full by any such subsequent purchaser, grantee, transferee or assignee as an express condition of any such sale, transfer or assignment.

SSVEC hereby agrees to assist SBA, its successors or assigns, in executing all necessary and appropriate documentation to accomplish such assignment and transfer.

7. SBA hereby acknowledges and agrees that failure to properly assign this Agreement and all of its terms and obligations to any subsequent purchaser, grantee, transferee or assignee shall continue to render SBA liable and responsible for any and all amounts due and owing or which may become due and owing to SSVEC under the terms and conditions of this Agreement.
8. SBA hereby agrees to all of the terms and conditions of this Agreement and acknowledges such agreement and acceptance by executing the same herein below before a notary public and returning the same to SSVEC with the sum \$31,097.00 as and for the line extension deposit, as well as any additional charges for fees to process the fringe agreement and other legal documents. Upon receipt by SSVEC of the executed Agreement together with the above sum(s), a copy of this accepted Agreement will be mailed to SBA.
9. Upon acceptance of this Agreement by SSVEC, and the acquisition and receipt of all necessary and proper permits, easements and right-of-ways, SSVEC hereby agrees to release the work order for the complete construction of the line.
10. This Agreement shall be binding on all successors, assigns, personal representatives, or grantees of the parties.



(Name)  
SSVEC  
August 19, 2008

LOC NO.  
Line Extension Agreement  
Page 4 of 4

STATE OF Cochise )

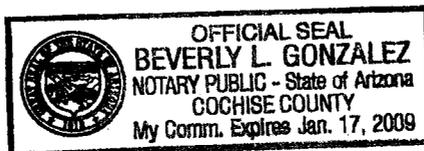
COUNTY OF AZ <sup>SS</sup> )

Before me, Beverly L. Gonzalez, a Notary Public in and for the County of Cochise, State of AZ, on this day personally appeared Creden Huber known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal this 25<sup>th</sup> day of August, 2008.

Beverly L. Gonzalez  
NOTARY PUBLIC

11/17/09  
MY COMMISSION EXPIRES



SBA STRUCTURES, INC.

Attached is an "Assignment and Assumption Agreement" that you should keep in your files.

If you should sell or transfer your property while this Agreement is in effect, it will be your responsibility to inform the new occupant or owner of the provisions of this Agreement and to have this Agreement assumed by the new occupant or owner. Failure to complete this transfer will result in your remaining financially responsible to Sulphur Springs Valley Electric Cooperative for any amount which may be due or become due to the Cooperative under the provision of this Agreement. We will be glad to assist you in completing the transfer should it become necessary.

If you have any questions about this form, please don't hesitate to call the Cooperative.