

ORIGINAL



0000147320

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

RECEIVED

2013 AUG 14 P 12:24

Arizona Corporation Commission

DOCKETED

AUG 14 2013

BEFORE THE ARIZONA CORPORATION COMMISSION

DOCKET CONTROL

Commissioners
GARY PIERCE, CHAIRMAN
BRENDA BURNS
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

DOCKETED BY
lum NR

Docket No. E-01750A-09-0149

IN THE MATTER OF THE FORMAL
COMPLAINT AGAINST MOHAVE
ELECTRIC COOPERATIVE INC. FILED
BY ROGER AND DARLENE CHANTEL

COMPLAINANTS' REPONSE TO
PROCEDURAL ORDER ISSUED BY
ADMINISTRATIVE LAW JUDGE BELINDA
A. MARTIN

Complainants Roger and Darlene Chantel are hereby filing
the following response to the Procedural Orders issued by
Administrative Law Judge Belinda A. Martin.

These procedural orders do not have numbers for references
and appear that the only way to refer to them is by their
complete title as they seem to have been placed in
Administrative Law Judge procedural order.

IT IS THEREFORE ORDERED that **the Chantels shall file a
response** to Mohave Electric Cooperative, Inc.'s Motion to
Reconsider Motion to Dismiss Formal Complaint **no later than
August 16, 2013.** Exhibit A is a copy of the response ordered by
Administrative Law Judge Belinda A. Martin.

IT IS FURTHER ORDERED that, **as alternative to filing**, if
the Chantels no longer wish to pursue their Complaint before the
Commission, **the Chantels shall file a Motion to Withdraw
Complaint no later than August 16, 2013.** This complaint covers
safety issues that effect tourists, citizens, people using state
land, as well as safety concerns on federal government land.

1 The issues effect the safety of all local residents who use Hwy.
2 66 as a means of travel. The Chantels feel that it would be a
3 breach of their civil duty to fellow citizens if they filed a
4 Motion to Withdraw Complaint.

5 IT IS FUTHER ORDERED advising the Chantels that **failure to**
6 **timely comply** with the above Orders of the Commission, **may**
7 **ultimately result in administrative closure of this docket for**
8 **failure to cooperate.** The Chantel will make every effort to
9 comply to the procedural orders that are issued with the intent
10 to bring about justice and protect the safety of fellow
11 citizens.

12 IT IS FURTHER ORDERED that all parties must comply with
13 Rules 31 and 38 of the Rules of the Arizona Supreme Court and
14 A.R.S. 40-243 with respect to practice of law and admission pro
15 hac vice. Rule 31 seems to focus on illegal activity of
16 attorneys. Rule 38 seems to represent the idea that this
17 corruption may extend as far as the Arizona Bar Association.
18 Rule 38 suggests that justice may only be acquired if the issues
19 are presented outside of this jurisdiction. Rule 38 has wording
20 in it that suggests some kind of authority might be brought in
21 from outside of the state. This Administrative Law Judge placed
22 the words of pro hac vice in this order. Rule 38 and the words
23 pro hac vice seem to direct attention to the Arizona State Bar.
24 This order mentions A.R.S. 40-243 which refers to some type of
25 arbitrating. This law does not seem to be clear as to whether
26 an electric company can be ordered to enter arbitration. The
27 question to the people of this State is, is this particular
28 order a practice of procedural law? How does this order resolve
29 the issues that exist under common law? There is another
30 possible interpretation of this order. The Administrative Law
31 Judge has presented these rules of legal theories, so she can
32 use her powers to elevate the Complainants to a status of an

1 attorney. If she chooses to make this type of decision it
2 changes the issues in this complaint to procedural law. If the
3 common law of the land is abandoned the Complainants lose the
4 right to justice. If this Administrative Law Judge chooses to
5 abandon common law, this brings in the governing principals of
6 Judicial Cannons, which govern the acts of judges. If the
7 Administrative Law Judge moves into the area of procedural law
8 and makes any claims that the Complainants must adhere to the
9 same standards as an attorney that holds a license with the
10 Arizona State Bar, she then becomes responsible to issue an
11 order to the Arizona State Bar to issue the Complainant a
12 license to practice law.

13 One has to understand that Administrative Law Judges are
14 hired, paid and given retirement benefits through the commission
15 or an authority authorizing the existence of the commission. If
16 they make any damaging rulings they know that they and their
17 family could lose their way of life. If you read the order
18 below it is evident as to how this group of people use their
19 position and authority. As a visionary I do not think that this
20 class of people should be put on the list for the 2016 and 2017
21 list of people to be placed in the treason trials.

22 IT IS FURTHER ORDERED that the Administrative Law Judge may
23 rescind, alter, amend or waive any portion of this Procedural
24 Order either by subsequent Procedural Order or by ruling at
25 hearing. This is an interesting order. It appears to violate a
26 number of Judicial Cannons. The most interesting part about
27 this order is that it appears to be a self-generating order
28 giving the Administrative Law Judge the right to promote and
29 protect acts of corruption within the agency known as the
30 Arizona Corporation Commission. What is not clear is where she
31 stands on corruption. It is standard knowledge that corruption
32 in government agencies cause the standard of living of the

1 governed to decline. The question that is not clear is, is she
2 promoting corruption or is she working against corruption?

3 Administrative Law Judges have free choice. If the
4 Administrative Law Judge makes efforts to comply to Judicial
5 Cannons it appears that a possible direction would be to put the
6 Complainants and Mohave Electric Cooperative into arbitration
7 mode and then make decisions on the outcome. It should be noted
8 that Belinda A. Martin, Administrative Law Judge for the Arizona
9 Cooperation Commission, has had a number of third party
10 conversations with individuals within the agency known as the
11 Arizona Corporation Commission about these issues or related
12 issues.

13
14 Dated this 8-13-2013

15 
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 Roger and Darlene Chantel
10001 E. Hwy. 66
2 Kingman, AZ 86401

3
4 **BEFORE THE ARIZONA CORPORATION COMMISSION**

5 Commissioners)
6 GARY PIERCE,)
7 BRENDA BURNS)
8 PAUL NEWMAN)
9 SANDRA D. KENNEDY)
10 BOB STUMP)

Docket No. E-01750A-09-0149

11 IN THE MATTER OF THE FORMAL)
12 COMPLAINT AGAINST MOHAVE)
13 ELECTRIC COOPERATIVE INC. FILED)
14 BY ROGER AND DARLENE CHANTEL)

**COMPLAINANTS' RESPONSE TO MOHAVE
ELECTRIC COOPERATIVE'S MOTION
TO RECONSIDER MOTION TO DISMISS
FORMAL COMPLAINT**

15
16 Complainants Roger and Darlene Chantel submit a response to
17 the Administrative Law Judge Belinda A. Martin's order to
18 respond to Mohave Electric Cooperative's Motion for
19 Reconsidering their Motion to Dismiss the Formal Complaint No.
20 E-01750A-09-0149.

21 Mohave Electric Cooperative (hereinafter referred to MEC)
22 comes in front of this Commission claiming that the issues in
23 this complaint have been fully adjudicated and resolved. The
24 attorneys Michael A. Curtis and Larry K. Udall submitted Exhibit
25 A "Memorandum Decision" Exhibit B "Judgment" and Exhibit C
26 "Mandate". They claim that these documents represent the facts
27 that the issues have been adjudicated and resolved.

28 The Complainants claim that the issues have not been
29 resolved and that most of the issues have not been adjudicated
30 under "Common Law" or "Civil Law" of the land.
31
32

1 **LIST OF SOME OF THE ISSUES IN SAID COMPLAINT**

- 2 1. Safety issues as they exist in A.A.C. R14-2-208 and R14-2-
3 208 F 1.
4 2. Termination of Service R14-2-211 A 3 and R14-2-208 A 5 and
5 6.
6 3. Nonpayment of bill R14-2-211 3.
7 4. Termination notice required R14-2-211 D.
8 5. Application for discontinuance or abandonment of utility
9 service. R14-2-202 B.

10 These are a few of the issues in front of this Commission that
11 have not been resolved. These lawyers claim that the court
12 proceeding has adjudicated the above issues. If this tribunal
13 would examine the exhibits submitted by Michael A. Curtis and
14 Larry K. Udall, it will find that there is no mention of any
15 type of common law adjudication on the above mentioned issues.
16 Most of these documents are about adjudication of procedure
17 law and the large amounts of attorney fees that the court has
18 awarded them.

19 The Complaints ask the Administrative Law Judge Belinda A.
20 Martin to deny this motion for dismissal on the grounds that
21 Michael A. Curtis and Larry K. Udall have failed to prove the
22 that the issues have been resolved or have been properly
23 adjudicated under common or civil law. These issues could be
24 resolved by the Board of Directors of Mohave Electric
25 Cooperative.

26
27 **POINTS IN ISSUE ONE**

- 28
29 **1.** If one were to review Arizona Administrative Code, which
30 was adopted on March 6, 1980, they would find that a number
31 of amendments have occurred to bring the Arizona
32

1 Administrative Code up to its present wording. **R14-2-208,**
2 **Provision of Service, R14-2-208 A, Utility Responsibility,**
3 **R14-2-208 1,** "Each utility shall be responsible for the
4 safe transmission and distribution of electric until it
5 passes the point of delivery on file to the customer. The
6 complaint on file with this agency is about an unsafe high
7 voltage power transmission line that travels over the
8 property that where the Complainants reside. MEC is
9 responsible to maintain safe conditions while they transmit
10 and distribute high voltage electricity through their
11 lines. These safe conditions are described and outlined in
12 **R14-208 F, 1.** This law refers to the National Electrical
13 Safety Code. This code states the distances between poles
14 and the size of poles in relation to how much electricity
15 is passing through the lines.

16 A number of unsafe conditions were presented to MEC. They
17 did not make any effort to correct any of the unsafe
18 conditions. Some of the unsafe conditions are under sized
19 poles and the distance between poles. These poles are
20 about twice the distance that is allowed by law. Over
21 time, the Complainant has seen one of the poles on this
22 property leaning to a point that if any kind of severe
23 weather should occur in the area it would break. The pole
24 that is under sized and leaning has lines that connect
25 directly into Complainants' place of residence. If anything
26 were to happen to these lines and poles it would pull and
27 put such pressure on the electric wires in Complainants'
28 house that it could cause wiring to become unsafe and the
29 house unlivable. With the Complainant's medical need for
30 continuous electricity, this would become a devastating
31 event to his life. Any reputable utility company would
32 have sat down with the Complainants and reviewed the

1 concerns that have been presented and would have made every
2 effort to comply to the laws. MEC could have brought the
3 high voltage transmission lines into compliance by adding
4 one pole, which would have satisfied the distance
5 requirements in **R14-2-208 F 1** and it would have satisfied
6 MEC's claims of a distance violation against Complainants.
7 Look at MEC's course of actions. MEC refused to
8 acknowledge the issue that a portion of their high voltage
9 transmission line was out of compliance with Arizona
10 Administrative Codes. When a public utility fails to
11 acknowledge violations they then resort to different forms
12 of corruption to cover up their actions. It appears that
13 Michael A. Curtis and Larry K. Udall created a scheme that
14 the Complainants were in violation of some type of distance
15 code that existed in the National Electrical Safety Code.
16 Complainant believes this is evident by the fact that MEC's
17 attorneys made claims of a distance violation, but did not
18 present a measurement to verify their claims to the court
19 in any of their evidence. The alleged violation of
20 distance stated by these attorneys just so happens to be in
21 the same location as the non-compliant distance between
22 poles as stated in **R14-2-208 F, 1**. See Exhibit A, Result
23 of Survey. These two attorneys' scheme was to cover up
24 MEC's safety violation and claim that the Complaints were
25 the ones in violation. If an agency or the director of an
26 agency fails to create requested reports to determine
27 issues of safety it becomes clear that corruption is
28 present and growing. The violation in this area is the
29 distance between poles and how they do not comply with **R14-**
30 **2-208 F, 1**. It also appears the pole sizes are in
31 violation of **R14-2-208 F, 1** as well. If the Administrative
32 Law Judge is seeking justice and promoting safe electrical

1 conditions for the citizens of the State of Arizona, she
2 will issue an order to Steven Olea, the Director of the
3 Utility Division of the Arizona Corporation Commission, to
4 inspect the poles and lines from mile marker 66 to mile
5 marker 80 along Highway 66 and then create a report on his
6 findings. The individuals conducting the investigation
7 should measure the distance between each pole, the size of
8 the pole, and make a determination if the poles are leaning
9 or have any type of wood deterioration occurring in said
10 poles. After the investigation is completed, a report
11 should be created showing the violations that exist. The
12 judge and the citizens can review the evidence to determine
13 what type of safety violations occurred. It seems this
14 kind of action is standard in common and civil law
15 proceedings. This report will help the judge and the
16 citizens that will be reviewing this case to make a
17 determination as to how much corruption might exist.

18 **POINTS IN ISSUE TWO**

19 **Termination of Service R14-2-211 A 3 and R14-2-211 A 5 and 6**

20
21 1. MEC's attorneys claimed that Mohave County issued a
22 disconnect order to the Complainants' place of residence.
23 These attorneys quoted a number of laws and made claims
24 that a violation occurred from the top of an existing
25 building to the bottom of MEC's high voltage lines. These
26 attorneys are competent attorneys that claim to know
27 utility law and the responsibilities that a utility owes to
28 the citizens of the State of Arizona. The claim that the
29 violation occurred from a high voltage transmission line
30 clearly puts the Arizona Corporation Commission as the only
31 jurisdiction that could have issued a disconnection of
32

1 service. **R14-2-208 A 1** clearly points out that the
2 jurisdiction to disconnect Complainants' electricity falls
3 under the Arizona Corporation Commission. The scheme
4 created by these two attorneys was that a high voltage
5 transmission line was too close to a structure. They knew
6 that the Arizona Corporation had jurisdiction over the
7 disconnection of Complainants' electricity. If a closer
8 examination of this case were to occur, it would appear
9 that these two attorneys have used corruption as a basis
10 for improper disconnection of Complainants' electricity.
11 MEC's attorneys and the managing staff of MEC communicated
12 with certain staff members of the Mohave County Planning
13 Department in such a way as to cause Mohave County Planning
14 Department to act outside of their jurisdiction, which is a
15 form of corruption. The fact is, Mohave County had no
16 jurisdiction to issue a disconnection of service.

- 17 2. The jurisdiction to reconnect service falls upon Steven
18 Olea the Utility Director for the Arizona Corporation
19 Commission. If Steven Olea fails to comply with the laws,
20 can the people of the State of Arizona ask the Attorney
21 General Office to file documents to have this utility
22 director dismissed from his office of authority?
23 Complainant has submitted evidence to this Administrative
24 Law Judge in the past that he needs continuous electricity
25 for a medical need. The reinstatement of electricity is
26 governed by **R14-2-211 A 5 and 6**. The Complainant has
27 provided evidence that he has Sleep Apnea and needs
28 continuous electricity to run his breathing machine.
29 "Exhibit B" The people believe that judges have a civil
30 duty to do what is necessary to protect the citizens who
31 pay their wages and provide for their retirement. The
32 Complainant believes that this Administrative Law Judge has

1 a civil duty to issue an order of reinstatement of
2 electricity to Steven Olea and MEC.

3
4 **POINTS IN ISSUE THREE**

5
6 **Nonpayment of bill. R14-2-211 3** It should be noted that the
7 Complainants had always paid their electric bill on time.
8 MEC's attorneys have misled a number of authorities that they
9 had some kind of right to make claims upon the Complainants
10 that they were responsible to pay MEC for moving the unsafe
11 high Voltage Transmission lines off of the property that MEC
12 negligently placed on this property. **R14-2-211 3** restricts
13 MEC from making any claims for payment when it comes to
14 reinstating Complainants' electricity.

15
16 **POINTS IN ISSUE FOUR**

17
18 **Termination notice required R14-2-211 D** There are a number of
19 issues that exist in these rules and regulations that MEC has
20 failed to comply to. One of the issues is that MEC did not
21 give a five day written notice of termination nor did they get
22 any type of written approval from the governing authority
23 known as the Arizona Corporation Commission to disconnect
24 electricity.

25
26 **POINTS IN ISSUE FIVE**

27
28 **Application for discontinuance or abandonment of utility**
29 **service. R14-2-202 B** MEC placed lines in a negligent manner
30 on the property. MEC has not conducted any type of
31 maintenance on the abandoned lines that is referred to as "old
32 lines" in Exhibit A, Result of Survey.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

CONCLUSION

The Complainants move the Administrative Law Judge to deny Mohave Electric Cooperative's Motion to Dismiss on the grounds that the issues in the complaint have not been resolved or adjudicated in accordance to "Common Law" or "Civil Law".

Dated this 13 day of August, 2013


Roger Chantel

EXHIBIT "A"

Results of Survey

Located in Section 5, Township 23 North, Range 14 West, Gila & Salt River Baseline & Meridian, Mohave County, Arizona

Results of Survey
Location Survey for Roger Chantel
Located in Section 5, Township 23 North, Range 14 West, Gila & Salt River Baseline & Meridian, Mohave County, Arizona

Roger Chantel



Arizona Surveying, Inc.
1000 North 1st Street
Flagstaff, AZ 86001
Tel: 908-627-4000
Fax: 908-627-4001



Express 6030202
JOB NO.
PROJECT: JL
DATE: 08/25/12
SCALE: 1" = 200'
REVISIONS:

SHEET 1 OF 1

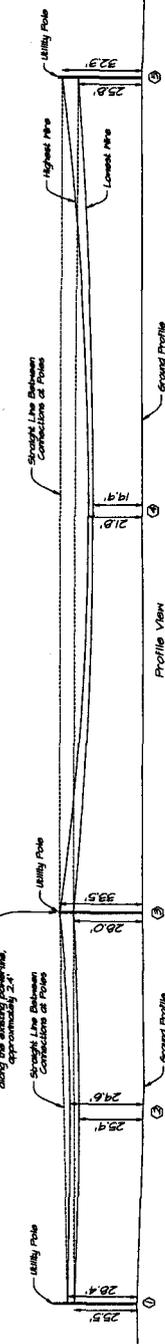
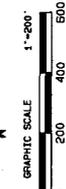
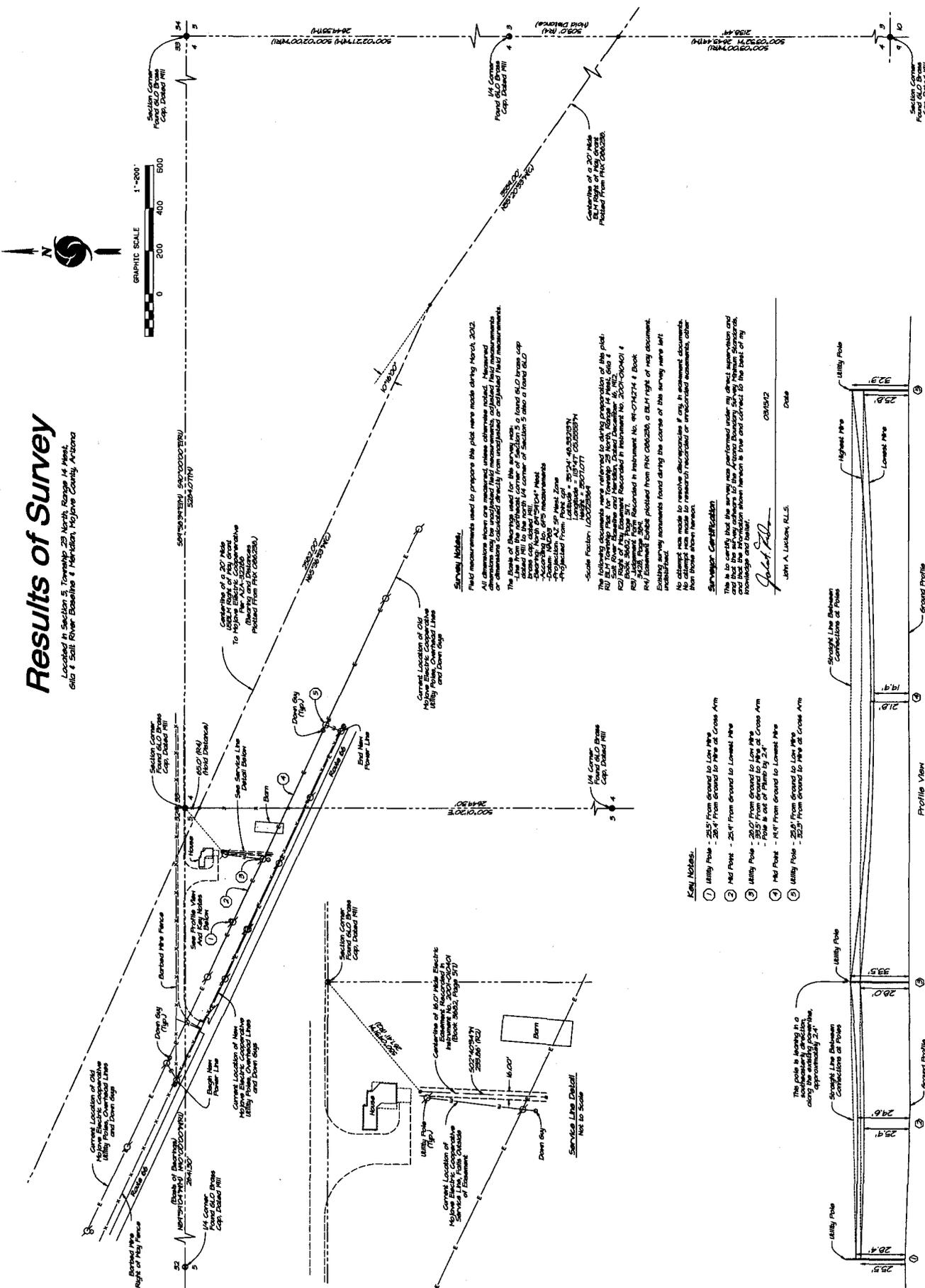


EXHIBIT "B"

DEBENT PULMONARY
SUNIL SANTHANA, M.D., FRCPC
PULMONARY CRITICAL CARE

3003 HIGHWAY 95, SUITE 101
BULLHEAD CITY, AZ 86442

1401 BAILEY AVENUE
NEEDLES, CA 92353

DEA # BS 5705338 2/2004

(928) 750-8000

(760) 326-8286

UC # 28044(AZ) / A78291(CA)

NAME Charlote Durston AGE _____

ADDRESS _____ DATE 6/18/12

Rx

Dx Sleep Apnea
AHI 20 BDI 35
① Respicare BIPAP
machine - IPAP 18 cmH₂O
EPAP 13 cmH₂O

② Respicare Standard Mirage
nasal mask
③ In-line heated Humidifier

DISPENSE AS WRITTEN

SUNIL SANTHANA, M.D.
DEBENT PULMONARY

Reviewed By
Keen J. [Signature]

INTEGRA SLEEP SOLUTIONS,LLC.
SLEEP STUDY REPORT
PHYSICIAN'S IMPRESSION

Patient: CHANTEL,DUSTIN
DOB: [REDACTED]
Referring Physician: LAWRENCE MD, JAMES,
Date of study: 05/24/02
Medical Record: [REDACTED]
Consulting Physician: Simon J. Farrow MD

(This report represents the interpreting physician's clinical impression from review of available information about the patient including the actual polysomnogram and quantitative analysis of the polysomnogram as set out in the full report of which the impression forms only a part. It should not be considered to stand alone as the full report.)

The subject of investigation is a 55 year(a) old male who has been referred for evaluation of possible obstructive sleep apnea and trial of treatment if appropriate.

The first part of this recording demonstrated severe obstructive sleep apnea with an overall apnea/hypopnea index of 20, and apnea/hypopnea index of 58 when the patient was supine, respiratory disturbance index of 35 overall and lowest recorded blood oxygen saturation of 85%.

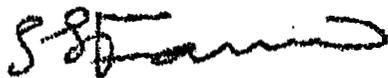
The patient's sleep related ventilation disorder was not adequately controlled at tolerated CPAP pressure. It was well-controlled using BiPAP at 18/13 cm H2O with a ResMed standard Mirage nasal mask and inline heated humidifier.

No disturbances of cardiac rhythm were recorded.

No periodic limb movements of sleep were recorded.

Impression: this recording demonstrates a significant sleep related ventilation disorder which was adequately controlled with BIPAP apparatus and settings as above which are therefore recommended.

780.53-Hypersomnia with sleep apnea



Simon J. Farrow
Certified by the American Board of Sleep Medicine
May 28, 2002

INTEGRA SLEEP SOLUTIONS, LLC

8678 W. Spring Mountain Road, Ste. 106

Las Vegas, NV 89117

Tel: (702) 980-8447

Fax: (702) 304-9223

Overnight Polysomnography with CPAP\BiPAP Titration

Patient Name: Chantel, Dustin Date of Study: 05-24-2002
DOB: [REDACTED] Medical Record: [REDACTED]
Referring Physician: James Lawrence, MD Consulting Physician: Simon Farrow, MD

PROCEDURE: An all-night comprehensive sleep study was performed in which the following medical parameters were recorded using the SANDMAN[®] computerized polygraph. The study was attended by a polysomnography technician and reviewed by Simon Farrow, MD, *Diplomate, American Board of Sleep Medicine.*

The overnight sleep study recorded:

Central Electroencephalogram (C3 and C4)	Occipital Electroencephalogram (O1 and O2)
Electromyography (chin and anterior tibialis)	Electrocardiogram using Lead II
Abdominal and Thoracic Respiratory Effort	Body Position
Nasal/Oral Airflow	Oxygen Saturation via Pulse Oximetry
Electro-oculogram (LEOG & REOG)	A microphone was used to monitor tracheal sound and snoring.

PATIENT BACKGROUND:

AGE: 55 HEIGHT: 6'0" WEIGHT: 255.0 lbs.

NECK SIZE: 18 inches

MEDICATIONS: None Listed

BECK DEPRESSION INVENTORY: 7 (NORMAL \leq 9)

EPWORTH SLEEPINESS SCALE: 18 (NORMAL \leq 9)

REASON FOR STUDY: Possible Obstructive Sleep Apnea

BLOOD PRESSURE: Start of Study: 136\84 End of Study: 132\80

OVERVIEW: The patient slept with the head of the bed flat utilizing 1 pillow. The sleep onset latency was 6.4 minutes and no REM onset. Obstructive apnea and hypopnea was observed and occurred at an overall rate of 20.0/hour and 58.1/hour in the supine body-position. Apnea, hypopnea, plus snore arousals (ROA) occurred at an overall rate of 34.7/hour and 61.9/hour in the supine position. Light-Loud snoring was noted and disturbed sleep at a rate of 14.7/hour. The lowest recorded oxygen saturation during sleep was 84.5% from a baseline of 96.4%. Mouth breathing was observed. There were no leg movements. There were a total of 2 spontaneous arousals for a total EEG arousal index of 2.7/hour.

INTEGRA SLEEP SOLUTIONS, LLC
 8978 W. Spring Mountain Road, Ste. 108, Las Vegas, NV 89117

Patient Name: Chantal, Destin - Study Date: 05-24-2002 - Medical Record: ~~XXXXXXXXXX~~

The patient was fitted with a Resmed standard Mirage nasal mask and CPAP was initiated at 4cm.H₂O and titrated to 12cm.H₂O. BiPAP was initiated with IPAP ranges of: 12cm.H₂O - 18cm.H₂O and EPAP ranges of: 7cm.H₂O - 16cm.H₂O. An inline-heated humidifier was utilized during the recording. A chinstrap was not utilized. The sleep onset latency was 0.9 minutes and REM onset latency at 11.5 minutes. While CPAP\BiPAP titration was administered, oxygen saturation during sleep varied from 84.5% to 99.0%. REM (30.3%) rebound occurred during CPAP\BiPAP titration. No apnea or hypopnea was observed with an IPAP of 18cm.H₂O and EPAP of 13cm.H₂O. Snoring was eliminated with a IPAP of 18cm.H₂O. There were no leg movements. There were a total of 40 spontaneous arousals for a total EEG arousal index of 10.6/hour. In the a.m., the patient reported their sleep to be the same as usual. The recording started at 23:32:26 and ended at 05:32:49.

SLEEP ARCHITECTURE:	- DIAGNOSTIC -	- CPAP -
Total Sleep Time (TST):	45.0 minutes	227.4 minutes
Total Time in Bed (TIB):	65.1 minutes	295.3 minutes
Sleep Efficiency:	69.2 percent	77.0 percent
Latency to Sleep Onset:	6.4 minutes	0.9 minutes
Latency to REM Onset:	N.A minutes	11.5 minutes

SLEEP STAGES:	- DIAGNOSTIC -			- CPAP -		
	Minutes	%TST	Normals	Minutes	%TST	Normals
Stage 1:	12.5	27.8	(2%-5%)	36.0	15.8	(2%-5%)
Stage 2:	32.5	72.2	(45%-55%)	121.4	53.4	(45%-55%)
Stage 3:	N.A	0.0	(3%-8%)	1.0	0.4	(3%-8%)
Stage 4:	N.A	0.0	(10%-15%)	N.A	0.0	(10%-15%)
REM Sleep:	N.A	0.0	(20-25%)	69.0	30.3	(20-25%)

AROUSING ACTIVITY:	- DIAGNOSTIC -		- CPAP -	
	Number	# per hour	Number	# per hour
EEG Arousals (Spontaneous):	2	2.7	40	10.6
Respiratory Arousals (Total):	15	20.0	8	2.1
Snoring Arousals:	11	14.7	5	1.3
LEG Movement Arousals:	0	0.0	0	0.0
ARM Movement Arousals:	0	0.0	0	0.0

INTEGRA SLEEP SOLUTIONS, LLC
 8078 W. Spring Mountain Road, Ste. 108, Las Vegas, NV 89117

Patient Name: Chantal, Destin • Study Date: 05-24-2002 • Medical Record: [REDACTED]

DISCUSSION: Prior to CPAP/BIPAP titration, total Non-REM sleep was 45.0 minutes and total REM sleep was N.A minutes. There were 32 stage shifts, N.A REM period(s), and 3 awakenings. The longest of all apneas and hypopneas was 29.0 seconds with a mean of 20.7 seconds.

During CPAP/BIPAP titration, there was 1.6 minutes of sleep spent with the oxygen saturation < 90%. Total Non-REM sleep was 158.4 minutes and total REM sleep was 69.0 minutes. There were 94 stage shifts, 3 REM period(s), and 16 awakenings. The longest of all apneas and hypopneas was 40.8 seconds with a mean of 21.7 seconds.

RESPIRATORY EVENTS:	- DIAGNOSTIC -	- CPAP -
Apneas:	3	8
Central apneas:	0	0
Mixed apneas:	0	0
Obstructive apneas:	3	8
Hypopneas:	12	20
Total Apneas & Hypopneas:	15	28
Apnea Hypopnea Index (AHI):	20.0/hr	7.4/hr
Snoring Arousals:	11	5
Resp. Disturbance Index (RDI):	34.7/hr	8.7/hr

Apneas were scored and defined as a complete cessation of airflow for 10 seconds or greater, with or without arousal activity.

Hypopneas were scored and defined as a decrease in airflow for 10 seconds or greater associated with at least a 4% oxygen desaturation, with or without arousal activity.

AHI = apneas + hypopneas

RDI = apneas + hypopneas + snore arousals

CPAP/BIPAP TITRATION:

Pressure Level (cm. H ₂ O)	TIMES			RESPIRATORY DISTURBANCES								OXIMETRY		
	TKT (min.)	REM (min.)	Non REM (min.)	Apnea Cen.	Apnea Obs.	Apnea Mtd.	Hypopneas	Total Resp. Events	AHI	Snore Arousal	RDI (Resp. + Snore)	Max. SpO ₂ % (TKT)	Min. SpO ₂ % (TKT)	Mean SpO ₂ % (TKT)
	Cpap Tags													
0	0.6	0.4	0.2	-	-	-	-	-	-	-	-	97.0	88.5	91.5
4	6.1	-	5.2	-	-	-	3	3	34.4	-	34.4	97.0	85.5	93.1
6	65.8	12.5	49.8	-	-	-	2	2	1.9	1	2.9	98.0	83.5	94.3
8	11.5	-	11.5	-	-	-	1	1	5.2	-	5.2	97.0	93.0	95.0
10	17.0	6.6	10.4	-	5	-	-	5	17.6	1	21.1	97.0	88.5	93.8
12	28.5	17.5	9.5	-	-	-	4	4	8.9	2	13.3	99.0	90.5	95.0
IPAP/EPAP	BiPAP Tags													
12/7	2.3	-	2.3	-	-	-	3	3	76.9	-	76.9	99.0	91.5	95.4
13/9	2.1	-	2.1	-	-	-	-	-	-	-	-	97.5	92.5	95.4
14/11	10.5	-	10.5	-	3	-	-	3	17.2	-	17.2	97.5	92.5	95.1
16/13	19.7	-	19.7	-	-	-	6	6	18.3	1	21.4	99.0	92.5	95.7
18/16	131.2	32.0	37.2	-	-	-	1	1	0.9	-	0.9	99.0	90.5	95.5

INTEGRA SLEEP SOLUTIONS, LLC
 8578 W. Spring Mountain Road, Ste. 108, Las Vegas, NV 89117

Patient Name: Chantel, Destin • Study Date: 05-24-2002 • Medical Record: [REDACTED]

BODY POSITION:	%TST		AHI		RDI		Minimum SpO ₂	
	Diagnostic	CPAP	Diagnostic	CPAP	Diagnostic	CPAP	Diagnostic	CPAP
Supine:	34.4%	100.0%	58.1/hr	7.4/hr	61.9/hr	8.7/hr	84.5%	84.5%
Left-Side:	0.0%	0.0%	N.A./hr	N.A./hr	N.A./hr	N.A./hr	N.A.%	N.A.%
Right-Side:	65.6%	0.0%	0.0/hr	N.A./hr	20.3/hr	N.A./hr	90.5%	N.A.%
Prone:	0.0%	0.0%	N.A./hr	N.A./hr	N.A./hr	N.A./hr	N.A.%	N.A.%
Upright:	0.0%	0.0%	N.A./hr	N.A./hr	N.A./hr	N.A./hr	N.A.%	N.A.%

SLEEP STAGES:	TIME (mins)		AHI		RDI		Minimum SpO ₂	
	Diagnostic	CPAP	Diagnostic	CPAP	Diagnostic	CPAP	Diagnostic	CPAP
REM Sleep:	N.A	69.0	N.A./hr	3.5/hr	N.A./hr	6.1/hr	N.A.%	88.5%
Non-REM Sleep:	45.0	158.4	20.0/hr	9.1/hr	34.7/hr	9.8/hr	84.5%	84.5%

OXIMETRY SUMMARY:	- DIAGNOSTIC -				- CPAP -			
	Wake	Non-REM	REM	TST	Wake	Non-REM	REM	TST
Baseline SpO ₂ :	97.1%	96.4%	N.A.%	96.4%	97.3%	97.0%	96.0%	96.9%
Minimum SpO ₂ :	91.0%	84.5%	N.A.%	84.5%	83.5%	84.5%	83.5%	84.5%
Maximum SpO ₂ :	99.0%	99.0%	N.A.%	99.0%	99.0%	99.0%	97.5%	99.0%
Mean SpO ₂ :	95.2%	93.8%	N.A.%	93.8%	95.5%	95.0%	94.5%	94.8%
Time spent at < 90% SpO ₂ :	0.0 min.	3.1 min.	N.A	3.1 min.	0.2 min.	1.2 min.	0.4 min.	1.6 min.
			min.					
	TST spent at *		% TST *		TST spent at *		% TST *	
90% - 100% SpO ₂ :	41.9 min.		93.1%		225.8 min.		99.3%	
80% - 89% SpO ₂ :	3.1 min.		6.9%		1.6 min.		0.7%	

* Data in columns totaling less than 100% of TST indicates 'bad data' marked on SpO₂ channel.

CARDIAC EVENTS: Prior to CPAP\BiPAP titration; average heart rate (wake): 72.5 bpm. Mean Heart rate (Non-REM sleep): 70.4 bpm. Minimum heart rate (TST): 64.4 bpm. Maximum heart rate (TST): 78.0 bpm.

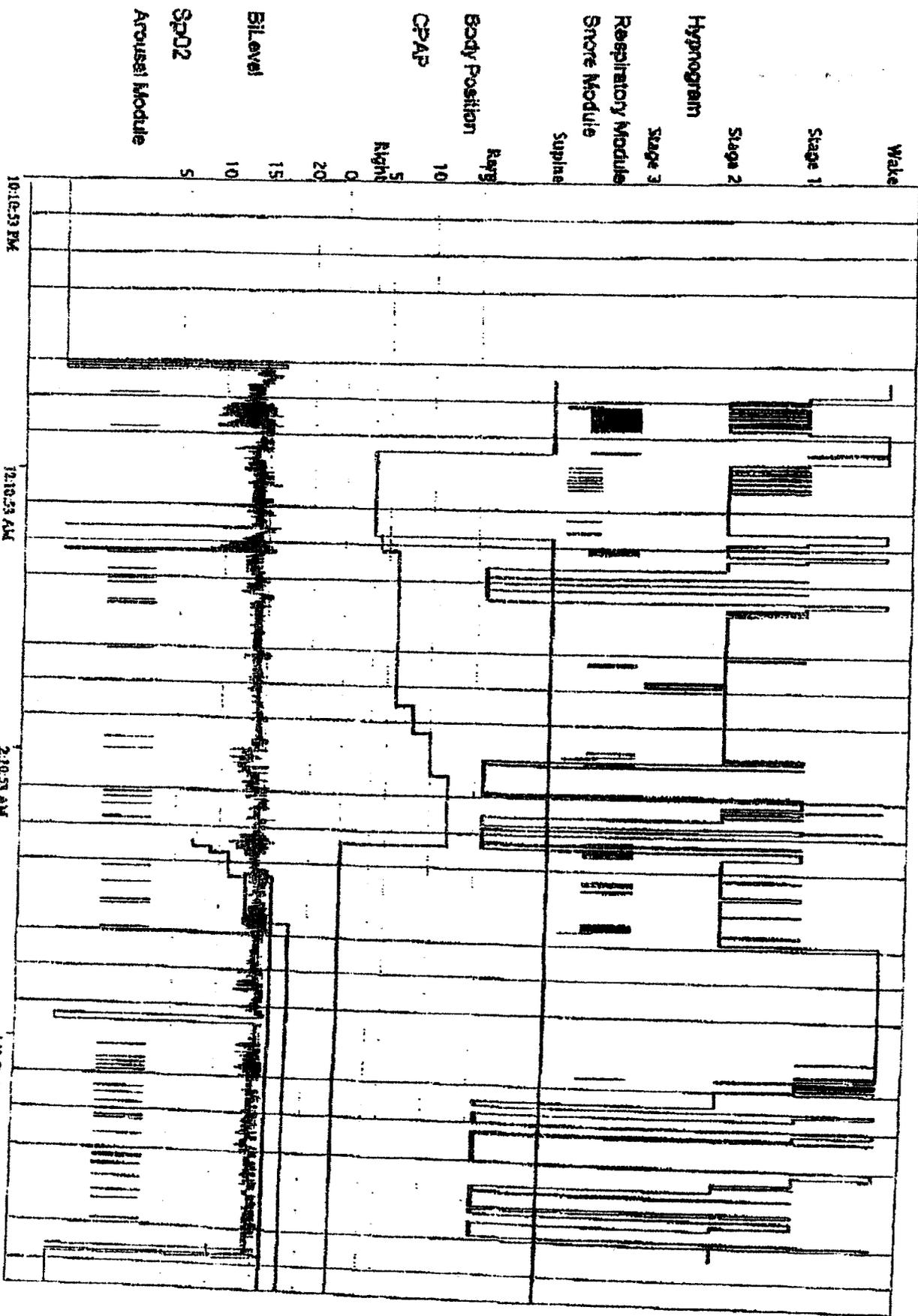
During CPAP\BiPAP titration; average heart rate (wake): 70.6 bpm. Mean Heart rate (Non-REM sleep): 71.4 bpm. Mean heart rate (REM sleep): 72.8 bpm. Minimum heart rate (TST): 59.4 bpm. Maximum heart rate (TST): 96.5 bpm.

Patient Name: Charrel, Destin • Study Date: 05-24-2002 • Medical Recd: [REDACTED]

MUSCLE MOVEMENT:		- DIAGNOSTIC -		- CPAP -	
		Number	# per hour	Number	# per hour
LEG Movements	Total:	N.A	0.0/hr	N.A	0.0/hr
	Arousals:	N.A	0.0/hr	N.A	0.0/hr
	Non-Arousals:	N.A	0.0/hr	N.A	0.0/hr
ARM Movements	Total:	N.A	0.0/hr	N.A	0.0/hr
	Arousals:	N.A	0.0/hr	N.A	0.0/hr
	Non-Arousals:	N.A	0.0/hr	N.A	0.0/hr

EEG: Prior to CPAP\BIPAP titration, sleep onset latency occurred at 6.4 minutes and no REM onset. There was no Delta and REM sleep. There were 3 wake after sleep onset periods of 8.5, 3.5, and 4.5 minutes, respectively. There were a total of 2 spontaneous arousals for a total EEG arousal index of 2.7/hour.

During CPAP\BIPAP titration, REM (30.3%) rebound occurred. There were 2 wake after sleep onset periods of 48.5 and 5.5 minutes, respectively. There were a total of 40 spontaneous arousals for a total EEG arousal index of 10.6/hour.



1 Roger and Darlene Chantel
10001 E. Hwy. 66
2 Kingman, AZ 86401

3
4 **BEFORE THE ARIZONA CORPORATION COMMISSION**

5 Commissioners)
6 GARY PIERCE, CHAIRMAN)
7 BRENDA BURNS)
8 PAUL NEWMAN)
SANDRA D. KENNEDY)
BOB STUMP)

9) Docket No. E-01750A-09-0149

10 IN THE MATTER OF THE FORMAL)
11 COMPLAINT AGAINST MOHAVE)
12 ELECTRIC COOPERATIVE INC. FILED)
13 BY ROGER AND DARLENE CHANTEL)

**MOTION TO TRANSFER ISSUES IN
COMPLAINT TO THE CITIZENS'
JURISDICTION**

14
15
16 Complainants petition the Administrative Law Judge to
17 transfer issues in this complaint to a civil authority of the
18 common people using common sense and who follow common law with
19 intent to make common sense of issues.

20 **CAUSE FOR CHANGE IN JURISDICTION**

21 There are many causes that may be valid for the change of
22 jurisdiction. A change of judicial jurisdiction to public
23 citizens' jurisdiction is becoming a necessity in our changing
24 society needs. The general public is becoming aware that there
25 are many forms of corruption that are impacting and effecting
26 their standard of living. There seems to be a presence of
27 corruption in and around the issues of this complaint. It
28 appears that most of the different types of corruptions have
29 been instated by attorneys Michael A. Curtis and Larry K. Udall
30 and/or people in authority that they have communicated with.
31 Corruption exists when legal professionals are aware that local
32 jurisdictions do not have the authority to issue a disconnect of
electricity that is under the jurisdiction of the Arizona

1 Corporation Commission. Corruption exists when a person in
2 authority, Steven Olea, sidesteps his responsibilities to
3 conduct investigations and create reports that concerned
4 citizens may have when the concerns cover issues like the
5 supplying of electricity. Issues on electricity effect
6 businesses that provide the services that citizens use to
7 maintain livable standards for themselves and their children.
8 The disconnection of electricity can cause people who have a
9 medical need for it to die. The loss of electricity can cause
10 the loss of a citizen's ability to supply heat or air
11 conditioning. Electricity effects citizens' cell phones,
12 computers, the availability of gas for cars, the availability of
13 getting electronic money to pay for things of need. If people in
14 position of importance fail to honors laws of maintaining safe
15 high voltage transmission lines or if people in legal position
16 do not put forth the effort to show care for their follow man
17 that has a medical need, this clearly represents that corruption
18 is advancing in this agency or in its surrounding authorities.

19 20 **CITIZENS' RIGHTS AND AURTHORITY TO TAKE ACTION**

21
22 The rights to govern the people who live in the boundaries
23 of the country known as The United States of America, has a
24 number of documents that are used to protect the rights,
25 liberties and freedoms of the individual people living under
26 their protection. One of these documents is known as "**The**
27 **Declaration of Independence**" (adopted in Congress July 4, 1776)
28 Inside this Document it speaks of a Creator of man. It mentions
29 unalienable rights, such as life, liberty and the pursuit of
30 happiness. It states "That to secure these rights, governments
31 are instituted among men, deriving their just powers from the
32 consent of the governed, that whenever any form of government

1 becomes destructive of these ends, it is the right of the people
2 to alter or abolish it,...". The issues in this complaint are
3 about life and property rights. It's about a cooperative's
4 misuse of its power to not provide electricity for the purpose
5 of happiness and the protection of life.

6 In simple common sense law Steven Olea has a duty to issue
7 a request to investigate claims of unsafe lines and poles and
8 make a determination as to whether these lines are in compliance
9 with the National Electric Safety Codes. If evidence exists
10 stating that a medical need requires the need for continuous use
11 of electricity, it becomes a mandate to Steven Olea, the Arizona
12 Corporation Utility Director, to issue an order to Mohave
13 Electric Cooperative to reinstate Complainants' electricity. If
14 this person in power fails in his responsibility to the general
15 public, it then becomes the responsibility of the Arizona
16 Attorney General Office to file documents to remove this person
17 from power. As this happens the care of providing electricity
18 falls on the Arizona Corporation Commissioners to file the
19 necessary documents to place Mohave Electric Cooperative into a
20 receivership for failure to honor "Convenience and Necessity"
21 documents. If the actions of this agency continues in a
22 destructive manner it then becomes the responsibility of Arizona
23 State Legislature to draft the necessary bills to disband this
24 agency and fire all employees without retirement compensation.
25 If the system has become so corrupt then the citizens have the
26 right to take possession of the authority and change it or
27 abolish it.

28 The complainants move this Administrative Law Judge to
29 grant the Motion to Transfer Issues in Complaint to the
30 Citizens' Jurisdiction.

31
32 Dated this day of August, 2013 -


Roger Chantel

1
2
3 PROOF OF AND CERTIFICATE OF MAILING

4 I hereby certify that on this 13th day of August, 2013, I caused the
5 foregoing documents to be served on the Arizona Corporation Commission by
6 mailing the original and (13) copies of the above to:

7 Docket Control
8 Arizona Corporation Commission
9 1200 West Washington Street
10 Phoenix Arizona 85007

11 Copy of the foregoing mailed this 13th day
12 Of August, 2013 to:

13 Lyn Farmer, Chief Administrative Law
14 Belinda A. Martin Administrative Law Judge
15 Arizona Corporation Commission
16 1200 West Washington Street
17 Phoenix, Arizona 85007

18 Janice Alward, Chief Legal Counsel
19 Wes Van Cleve, Assistant Legal Counsel
20 Arizona Corporation Commission
21 1200 West Washington Street
22 Phoenix, Arizona 85007

23 Tom Horne,
24 Arizona Attorney General
25 Cameron H. Holmes, Assistant Attorney General
26 Billie A. Rosen, Assistant Attorney General
27 1275 West Washington Street
28 Phoenix Arizona 85007

29 Janice K. Brewer
30 Arizona Governor
31 Executive Tower
32 1700 West Washington Street
Phoenix, AZ 85007

Honorable Ken Bennett
Secretary of State
1700 West Washington Street Fl. 7
Phoenix AZ 85007-2808

Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C.
501 East Thomas Road
Phoenix, AZ 85012

Elizabeth D. Chantel

TIME LINE

In 1950 Mohave Electric Cooperative acquired a right-of-way from the Bureau of Land Management and in that same year also acquired a right-of-way from the State of Arizona to construct, operate, and maintain a 14.4 kv overhead electric line.

In 2004 Mohave Electric Cooperative renewed their right-of-way with the Bureau of Land Management.

In 2008 Mohave Electric Cooperative renewed their right-of-way with the State of Arizona.

In 2012 a Result of Survey was put together by Arizona Surveying, Inc. This Result of Survey shows where the granted right-of-ways from the Bureau of Land Management and the State of Arizona are located. This Result of Survey also shows that Mohave Electric Cooperative's right-of-way crosses over the North East corner of Sec. 5, T. 23 N., R. 14 W. Parcel Number: 313-11-006. The Result of Survey shows the current location of Mohave Electric Cooperative's old lines and also the location of Mohave Electric Cooperative's new lines. Neither the old lines nor the new lines are located inside of their right-of-way they acquired from the Bureau of Land Management or the State of Arizona.

Also in this Result of Survey, the surveyor made note that one of the poles in the old line is leaning in a southeasterly direction by approximately 2.4'. Since this survey was put together, this pole has continued to lean, causing a huge swag to the east of the pole and causing the line to the west to be drawn extremely tight. These poles were abandoned in 2008 and are still on the property. They are unsafe and could cause substantial damage to the property and anyone visiting on this property.

In 2008 Mohave Electric Cooperative made claims that we were placing a building inside of their right-of-way. They could not produce evidence proving their claim of right-of-way. After a while, they made claims that they had a prescriptive right-of-way. After we talked to the Bureau of Land Management about Mohave Electric Cooperative having a prescriptive right-of-way, we were informed that according to Federal Law 28 U.S.C. 2409a utilities cannot have prescriptive right-of-ways, they must have a granted right-of-way. After that claim fell short, they claimed that the previous owner gave them permission to place their poles and lines across the southerly portion of Parcel Number 313-11-006 (where the old lines are today) Again there was no evidence produced to substantiate their claim.

Mohave Electric Cooperative signed documents for right-of-ways with Federal and State agencies acclaiming that they were using the granted right-of-ways they had acquired. The Serial Number for the Bureau of Land Management right-of-way is AZA-32288. This is evidenced by the attached copy of their contract with the Bureau of Land Management and the Result of Survey. The

R/W Number for the State of Arizona is 17-1750. This is evidenced by the attached copy of their contract with the State of Arizona.

All of this evidence is proof that Mohave Electric Cooperative has been and is still trespassing on the southerly portion of Parcel Number 313-11-006. To our knowledge they have not acquired an Application for Discontinuance or Abandonment of Utility Service R14-2-202 B 1, 2. They have not removed the poles and lines that are currently on this parcel and have not maintained or corrected the hazardous conditions.

Respectfully submitted by:

Elizabeth D. Chantel *Elizabeth D. Chantel*
August 2013

Results of Survey

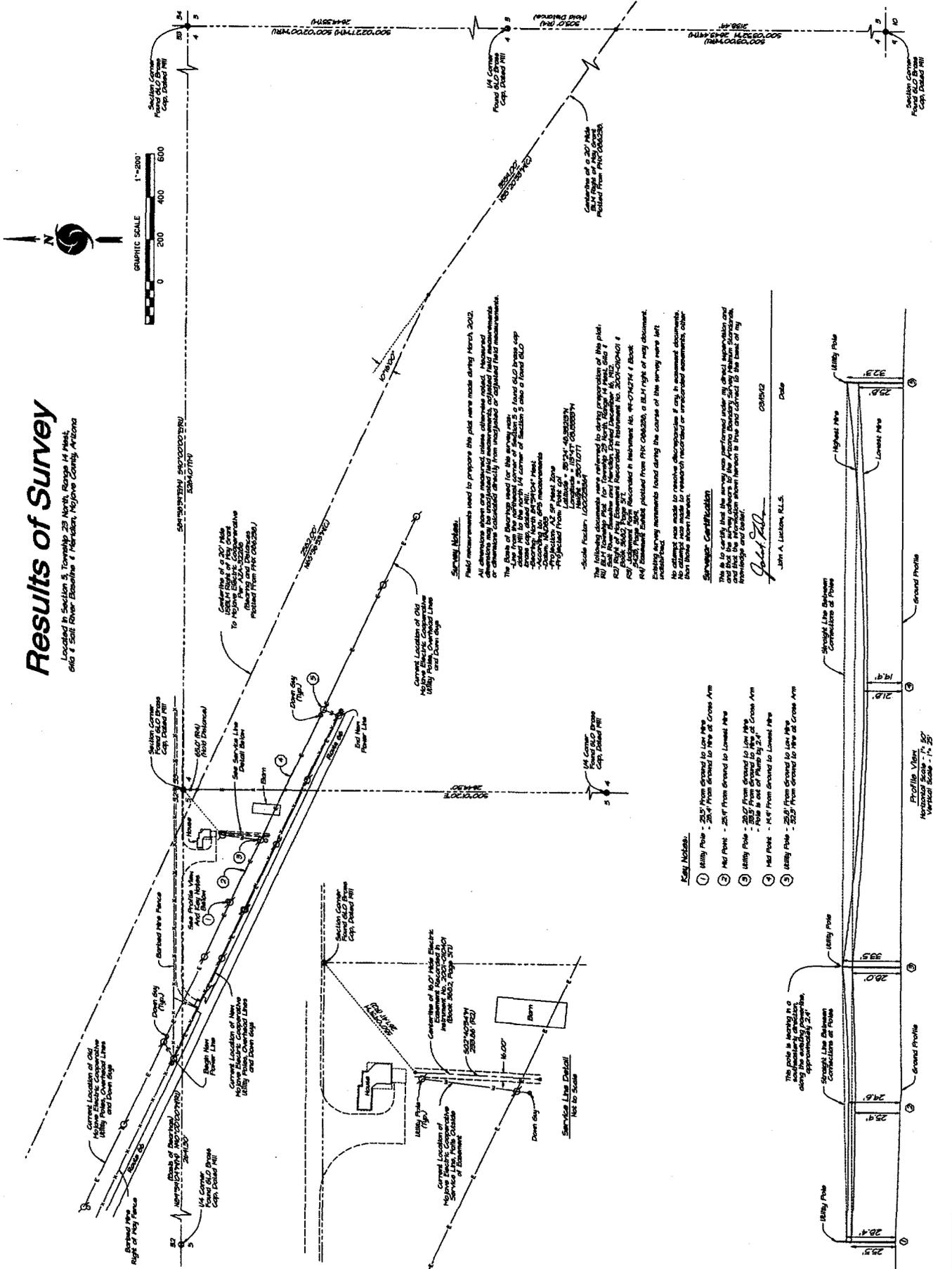
Located in Section 5, Township 23 North, Range 14 West,
 6th & Salt River Basins & Northern Mojave County, Arizona

Results of Survey
 Location Survey for Roger Chantel
 Located in Section 5, Township 23 North, Range 14 West,
 6th & Salt River Basins & Northern Mojave County, Arizona

Roger Chantel



Expires	6/30/2022
JOB NO.	
DRAWN BY	JJ
DATE	08/24/21
SCALE	1" = 200'
REVISIONS	
SHEET 1 OF 1	



FORM 2800-14
(August 1985)

Issuing Office
Kingman Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER AZA-32288

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Mohave Electric Cooperative
Post Office Box 1045
Bullhead City, AZ 86430

receives a right to construct, operate, maintain, and terminate a 14.4 kv overhead electric line with associated guy anchors, on public lands described as follows:

Gila and Salt River Meridian

T. 15N., R. 12W.,
sec 14 W $\frac{1}{2}$ NW $\frac{1}{4}$;
sec 32 NW $\frac{1}{4}$,SW $\frac{1}{4}$ NE $\frac{1}{4}$,SE $\frac{1}{4}$;
T. 15N., R. 13W.,
sec 24 E $\frac{1}{2}$ NW $\frac{1}{4}$;
T. 16N., R. 13W.,
sec 04 E $\frac{1}{2}$ NE $\frac{1}{4}$;
T. 16 $\frac{1}{2}$ N., R. 13W.,
sec 21 lot 3;
sec 21 SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec 28 SW $\frac{1}{4}$ NE $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$;
sec 33 E $\frac{1}{2}$ NE $\frac{1}{4}$,E $\frac{1}{2}$ SE $\frac{1}{4}$;
T. 17N., R. 13W.,
sec 10 W $\frac{1}{2}$ NW $\frac{1}{4}$;
sec 15 W $\frac{1}{2}$ E $\frac{1}{2}$;
sec 26 W $\frac{1}{2}$ NW $\frac{1}{4}$,NW $\frac{1}{4}$ SW $\frac{1}{4}$;
sec 35 E $\frac{1}{2}$ W $\frac{1}{2}$;

AZA-32288

T. 18N., R. 13W.,
sec 34 SE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec 35 W $\frac{1}{2}$ NW $\frac{1}{4}$;
T. 23N., R. 13W.,
sec 20 SE $\frac{1}{4}$;
sec 26 SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$;
T. 23N., R. 14W.,
sec 04 N $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec 10 NE $\frac{1}{4}$.

- b. The permit area granted herein is 20 feet wide, 59,136 feet long for a 14.4 kV electrical power pole. The total right-of-way contains 27.15 acres, more or less.
- c. This instrument shall terminate on 30 years from its effective date unless prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or any applicable federal law or regulation.
- d. Notwithstanding the early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assignees, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.

Aug 24 11 06:06p

Roger Chantel

- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Any Cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
- h. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
- i. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
- j. Holder shall remove only the minimum amount of vegetation necessary for the auguring of pole holes. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
- k. Construction holes left open over night shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
- l. The power line shall meet minimum standards recommended in "Suggested Practices for Raptor Protection on Power Lines, The State of the Art in 1996" Avian Power Line Interaction committee (APLIC), 1996. Edison Electric Institute/Raptor Research Foundation, Washington D.C.
- m. Keep surface disturbing activities to a minimum. Cross country driving should only be permitted rather than the balding of a road. Plant spacing and slope would allow for cross-country driving.
- n. Avoid running over/crushing plants along the right-of-way. Drive around plants where possible.

AZA-32288

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Thomas Rongta

(Signature of Holder)

Manager of Operations & Engineering

(Title)

6/9/2004

(Date)

Roger A. Chantel

(Signature of Authorized Officer)

Acting Field Manager

(Title)

6/15/04

(Effective Date of Grant)

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

Right of Way

R/W No. 17-1750

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

MOHAVE ELECTRIC COOPERATIVE, INC.

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

**ARTICLE I
SUBJECT LAND**

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2
TERM**

2.1 The term of this Right of Way commences on March 13, 2008 ("Commencement Date"), and expires on March 12, 2018 ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

3.1 Rental is due in advance for the term of this Right of Way document.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:

an overhead 14.4kV electric distribution line.

4.2 No material may be removed by Grantee or its contractors without the written approval of the Grantor.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees, or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5
CONFORMITY TO LAW

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6
CANCELLATION, TERMINATION AND ABANDONMENT

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities, and so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Grantor.

ARTICLE 7
ENVIRONMENTAL INDEMNITY

7.1 Grantee shall protect, defend, indemnify, and hold harmless the Grantor from and against all liabilities, costs, charges, and expenses, including attorneys' fees and court costs arising out of (or related to) the presence of (or existence of) any substance regulated under any applicable federal, state, or local environmental laws, regulations, ordinances, or amendments thereto because of: (a) any substance that came to be located on the Right of Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right of Way; or (b) any release, threatened release, or escape of any substance in, on, under, or from the Right of Way that is caused, in whole or in part, by any conduct, actions, or negligence of the Grantee, regardless of when such substance came to be located on the Right of Way.

7.2 For the purposes of this Right of Way the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", "hazardous substances", "hazardous materials", "toxic substances", or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the relevant local and state environmental laws, and the regulations, rules and ordinances adopted, and publications promulgated pursuant to the local, state, and federal laws. This indemnification shall include, without limitation, claims, or damages arising out of any violations of applicable environmental laws, regulations, ordinances, or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right of Way and/or any transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

7.3 In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor, to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal, or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Subject Land and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

ARTICLE 8 INSURANCE REQUIREMENTS

8.1 Grantee shall maintain in full force a commercial general liability insurance policy during the Right of Way term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Grantor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents, and employees. Further, the policy shall provide that Grantee's coverage is primary over any other insurance coverage available to the Grantor, its agents, and employees. Insurance policies must contain a provision that the Grantor shall receive an advance 30 day written notice of any cancellation or reduction in coverage.

ARTICLE 9 ENVIRONMENTAL MATTERS

9.1 Grantee shall strictly comply with Environmental Laws relating but not limited to hazardous and toxic materials, wastes, and pollutants. Compliance means the Grantee shall act in accordance with the necessary reporting obligations, obtain and maintain all permits required, and provide copies of all documents as required by Environmental Laws. For purposes of this Right of Way the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable

regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 10 **RESERVATIONS; RELINQUISHMENTS**

10.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

10.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

10.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 11 **LOCATION, CONSTRUCTION AND MAINTENANCE**

11.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

11.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 12 **NATIVE PLANTS AND ARCHAEOLOGICAL RESOURCES**

12.1 If the removal of plants protected under the Arizona Native Plant Law is necessary to enjoy the privilege of this Right of Way, the Grantee hereunder must obtain the written permission of the Grantor and the Arizona Department of Agriculture prior to removal of those plants.

12.2 Grantee shall promptly notify the Commissioner of the amount of flora, if any, which will be cut, removed, or destroyed in the construction and maintenance of said Right of Way and shall pay the Grantor such sum of money as the Commissioner may determine to be the full value of the flora to be so cut, removed, or destroyed. Grantee

shall notify the Grantor and the Arizona Department of Agriculture 30 days prior to any destruction or removal of native plants to allow salvage of those plants where possible.

12.3 Prior to surface disturbance, the Grantee hereof shall provide evidence of archaeological clearance to the Department. Archaeological surveys and site mitigation must be conducted in accordance with rules and regulations promulgated by the Director, Arizona State Museum. In the event additional archaeological resources are detected by Grantee after receipt of archaeological clearance, all work shall cease and notification shall be given to the Director, Arizona State Museum, and Grantor.

ARTICLE 13

GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

13.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

13.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

13.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

13.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 14

MISCELLANEOUS

14.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere.

14.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

14.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

14.5 Grantee agrees to indemnify, hold, and save Grantor harmless against all loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition, or occupation of the Subject Land.

14.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

14.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

14.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 99-4.

14.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

STATE OF ARIZONA LAND DEPARTMENT
1616 W. ADAMS
PHOENIX, AZ 85007

RUN DATE 20-MAR-2008
RUN TIME: 10:37:46
APPENDIX A
PAGE: 001

KE-LEASE#: 017-001750-00-001 APPTYPE: RENEWAL

AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
21.0-N-15.0-W-32-08-030-9000	M&B THRU S2 NE	0.00	2.500
23.0-N-13.0-W-02-08-030-9001	M&B THRU NW NWSW	0.00	2.500
23.0-N-15.0-W-02-08-030-9003	M&B THRU SESE	0.00	0.570
23.0-N-15.0-W-32-08-030-9003	M&B THRU SW N2	0.00	4.400
24.0-N-14.0-W-32-08-030-9003	M&B THRU S2	0.00	3.850
24.0-N-15.0-W-36-08-030-9004	M&B THRU SE	0.00	1.360
TOTALS:		0.00	15.180

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

MONAUB ELECTRIC CO-OP, INC.
GRANTEE

By: [Signature] APR 17 2008
Date

Thomas Roughton 4/15/2008
By Date



Box 1045
Address
BULLHEAD CITY AZ 86430
City State Zip

August 13, 2013

EMERGENCY NOTICE OF ACTION

Mohave Electric Cooperative has abandoned a number of poles and lines that are located between mile marker 76 and 77 on Hwy. 66 east of Kingman, AZ. It appears that these poles and lines are not being used nor has any type of maintenance been done on these lines and poles for about five years. One of these poles is leaning to the point that if it breaks it could cause major damage to the wiring in the house in which I reside. I am a disabled veteran and require the need for continuous electricity to power my breathing machine. If I do not have continuous electricity to power my breathing machine I could die. Please understand my persistent efforts to get the issues that are in front of the commission into compliance with the laws. The only way my life can be guaranteed is if all of these laws are strictly adhered to.

I am asking you, and whoever is responsible for issuing orders, to protect the general safety of the citizens and issue an order, under Arizona Administrative Code R14-2-202 B 1 and 2, to Mohave Electric Cooperative to file an Application for Discontinuance or Abandonment.

I, Roger Chantel, am giving you notice that I have a medical need for continuous electricity. My request falls in the described law known as Arizona Administrative Code R14-2-211 A 5 and 6. I am requesting that you give notice to Mohave Electric Cooperative to re-instate the electric service to 10001 E. Hwy 66, Kingman, AZ.

If you would be so kind, please supply a copy of the orders or any communication that you or your staff may have with Mohave Electric Cooperative.

Respectfully submitted,


Roger Chantel

NOTICE

A notice is give to Steven M. Olea, Arizona Corporation Commission Utility Director, by Roger Chantel and a number of citizens of the State of Arizona.

This NOTICE requests the Arizona Corporation Commission Utility Director to conduct an inspection of utility lines and poles that are located on or next to Hwy 66. The inspection shall start at Mile Mark 66 and end a Mile Mark 80. The inspection report shall include the distance from pole to pole, size of poles, any evidence of deterioration of the poles, any leaning poles, and any other elements that the inspector may deem unsafe. The inspection shall include both the newly constructed lines and the old abandoned lines between Mile Mark 76 and 77. The inspector shall compare his findings of these two lines and make a comparison with the safe standards set forth in A.A.C. 14-2-208 F 1, which are the laws that protect the citizens of Arizona from being subjected to hazardous high voltage power line conditions.

A copy should be presented to Belinda A. Martin, Administrative Law Judge.

Respectfully Submitted

A handwritten signature in cursive script that reads "Roger Chantel". The signature is written in black ink and has a long, sweeping horizontal line extending to the right from the end of the name.

Roger Chantel