

**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

JIM O’CONNOR, Chairman  
LEA MÁRQUEZ PETERSON  
ANNA TOVAR  
KEVIN THOMPSON  
NICK MYERS

IN THE MATTER OF THE APPLICATION OF  
COLUMBUS ELECTRIC COOPERATIVE, INC.  
FOR APPROVAL OF REVISED RULES AND  
REGULATIONS.

Docket No. E-01851A-24-

**APPLICATION FOR REVISIONS  
TO ARIZONA RULES AND  
REGULATIONS**

Pursuant to A.R.S. § 40-367, Columbus Electric Cooperative, Inc. (“CEC” or  
“Cooperative”) in support of its Application states as follows:

1. CEC is a non-profit, member-owned corporation headquartered in Deming, New Mexico and authorized to do business and provide electric service in both New Mexico and Arizona.

2. The Cooperative holds a certificate of convenience and necessity from the Commission pursuant to Decision Nos. 34125 (October 15, 1962) and 34321 (January 25, 1963) to provide distribution electric service to areas within Cochise County, Arizona.

3. The territory served by CEC is rural in nature and includes three New Mexico counties and a small portion of Cochise County, Arizona.

4. The Cooperative serves approximately 5,029 customer meters in New Mexico and approximately 513 meters in Arizona.

5. CEC’s 9-member Board of Trustees (“Board”) is elected by the Cooperative's members and oversees all aspects of the Cooperative's operations.

Gallagher & Kennedy, P.A.  
2575 East Camelback Road  
Phoenix, Arizona 85016-9225  
(602) 530-8000

1           6.       The Cooperative's Arizona Rules and Regulations were approved in CEC's last  
2 rate case, Decision No. 75307 (October 27, 2015), and were subsequently updated in response to  
3 the Commission's revised Termination of Service rules.

4           7.       In light of an informal complaint lodged by one of the Cooperative's Arizona  
5 members earlier this year and after consultation with the Commission's Utilities Division Staff  
6 ("Staff"), CEC has revised its Rules and Regulations to provide greater clarity regarding the  
7 Cooperative's procedures for processing customer requests for service.

8           8.       The complaint arose out of a series of requests to transfer service received via  
9 telephone. CEC charged the fees authorized by its Arizona tariff, a portion of which the member  
10 later disputed. Based on the Cooperative's communications with Staff regarding the informal  
11 complaint, CEC's Board approved the member's refund request and authorized the filing of this  
12 Application to avoid similar problems in the future.

13           9.       Specifically, CEC developed a Request of Service Application form to be used for  
14 all requests to connect, disconnect, transfer, and disconnect/reconnect service. The form will be  
15 made available to all customers via the Cooperative's website and at its office located in  
16 Deming, New Mexico. A copy of the form is attached hereto as Exhibit 1.<sup>1</sup>

17           10.      Additionally, CEC revised its Rules and Regulations to clarify that a signed copy  
18 of the application will be required for all requests to connect, disconnect, transfer, and  
19 disconnect/reconnect service. Clean and redline copies of the Cooperative's Rules and  
20 Regulations are attached hereto as Exhibit 2 and Exhibit 3, respectively.

21  
22  
23 <sup>1</sup> The Schedule of fees and charges attached to the form in Exhibit 1 is CEC's current Arizona tariff (approved in  
24 CEC's last rate case). In the future, the Cooperative will update the form to attach any revised tariffs as and when  
said tariffs are approved by the Commission.  
9976063v2/10722-0003



1 COPY of the foregoing emailed this  
15th day of July, 2024, to:

2  
3 Legal Division  
4 Utilities Division  
5 Arizona Corporation Commission  
6 1200 West Washington Street  
7 Phoenix, Arizona 85007  
8 [LegalDiv@azcc.gov](mailto:LegalDiv@azcc.gov)  
9 [utildivservicebyemail@azcc.gov](mailto:utildivservicebyemail@azcc.gov)

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23  
24 /s/ *Candice Beeson*

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# **Exhibit 1**

# Columbus Electric Cooperative, Inc.

P.O. BOX 631 · 900 NORTH GOLD · DEMING, NEW MEXICO 88031 · (575)546-8838

## Request of Service Application

Connect \_\_\_\_\_ Disconnect \_\_\_\_\_ Transfer \_\_\_\_\_ Disconnect/Reconnect \_\_\_\_\_

A security deposit may be required at the time application is complete.

Name \_\_\_\_\_ Phone #: \_\_\_\_\_

SSN#/Tax ID #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License State & #: \_\_\_\_\_ Email address: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_ Spouse Phone #: \_\_\_\_\_

Spouse SSN#: \_\_\_\_\_ Spouse Date of Birth: \_\_\_\_\_

Driver's License State & #: \_\_\_\_\_ Spouse email address: \_\_\_\_\_

Current Account Number \_\_\_\_\_ Service Address: \_\_\_\_\_

**Date you would like to stop service at your current address:** \_\_\_\_\_

**Date you would like to start service at new address:** \_\_\_\_\_

New Service Location # to be connected/transferred: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Proof of Ownership: Own/Purchasing: \_\_\_\_\_ Rent: \_\_\_\_\_ Copy of Lease on file: \_\_\_\_\_

Life Support Equipment to be used at Service Address: \_\_\_\_\_

The undersigned hereby submits this request of service as stated above and assumes full responsibility for prompt payment of billings including final bills and fees as they become due, which is to be mailed to the address specified. The undersigned acknowledges receipt of the attached Schedule of fees and charges and confirms agreement to pay a separate, per-account Connect Fee for each request to connect, transfer, and/or reconnect service to an account.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# *Columbus Electric Cooperative, Inc.*

P.O. BOX 631 · 900 NORTH GOLD · DEMING, NEW MEXICO 88031 · (575)546-8838

Identified representatives of the Cooperative shall have the right to enter and leave the consumer's property at all reasonable hours for the purpose of inspecting, testing, or changing or removing its meters, wires, and appliances, obtaining correct connected load count, measuring demand and inspecting character of consumers appliances and apparatus supplied with electricity from the Cooperative's system.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**ARIZONA ELECTRIC CONSUMER RATE  
SCHEDULE FC  
FEES AND CHARGES**

Page 1 of 2

As set forth below, the following charges are applicable to recover the cost incurred by the utility from persons causing or benefitting from activities giving rise to said costs.

**CONNECT FEE – Installation of Service**

A fee of \$25.00 ( which includes a membership fee of \$5.00) will be charged for connecting the initial service at a customer's premises. Such connection shall be made only during normal business hours.

**COLLECTION FEE**

A fee of \$25.00 will be charged if Cooperative personnel are dispatched to a customer's premises for the purpose of disconnecting service due to non-payment of a delinquent account and the customer makes payment to Cooperative personnel to avoid disconnect.

**RECONNECT FEE**

If service is discontinued because of non-payment of a delinquent account, a reconnect fee of \$25.00 will be made if the reconnection is made during normal business hours. If the customer requests reconnection after normal business hours, the reconnect fee will be \$50.00. The customer will be notified of the applicable fee before the reconnection is made.

**SERVICE CALL FEE**

In instances where the Cooperative is requested to make a service call to the customer's premises for the purpose of locating trouble and the trouble is found to be on the customer's side of the meter, a charge of \$25.00 per call will be imposed. If this request occurs after normal business hours, then the charge will be \$50.00. The customer will be notified of the applicable charge before the service call is made.

**RETURNED CHECK CHARGE**

A fee of \$15.00 will be charged to the maker of a check issued to the Cooperative which is returned by the bank unpaid. This charge will apply to all checks issued payable to the Cooperative.

**METER TEST FEE**

When a meter test is requested by a customer, a meter test fee of \$25.00 will be made if: (a) the meter has been tested within the last eighteen (18) months; and (b) the meter test results are within two percent (2%) fast or slow.



**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**ARIZONA ELECTRIC CONSUMER RATE  
SCHEDULE FC  
FEES AND CHARGES**

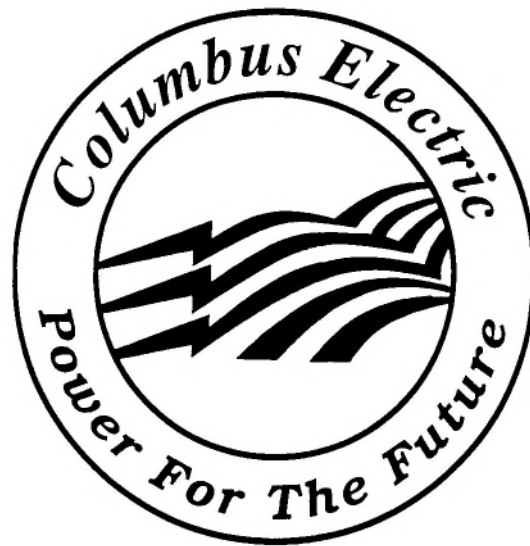
Page 2 of 2

**METER TAMPERING CHARGE**

When meter tampering has occurred, including the unauthorized breaking and/or removal of the meter seal, a charge of \$150.00 per meter for the first offense and a \$300.00 per meter for each subsequent offense will be made. In addition, a service call fee of \$25.00 for calls made during normal business hours and \$50.00 for calls made after normal business hours will be made. In addition to the above charges, the Cooperative shall be entitled to reimbursement from the customer for: (a) the cost of repairing and/or replacing damaged equipment; and (b) the estimated loss of revenue to the Cooperative resulting from the electric energy diverted as a result of the meter tampering. The rate schedule applicable to the customer's service shall be used to compute the revenue loss.

# **Exhibit 2**

# COLUMBUS ELECTRIC COOPERATIVE, INC.



We are a non-profit consumer-owned electric system established to provide electric service to southwestern New Mexico and southeastern Arizona. We're glad we can be of service in providing your electric power needs.

The following is a summary of the rules and regulations governing the relationship between the Cooperative and our Members.

# Columbus Electric Cooperative, Inc. AZCC Docket E-01851A-24-XXXX

## General Information

We're open Monday through Friday from 8:00 am until 5:00 pm. Any questions or requests can be handled during those hours by simply visiting our main office or calling one of the following numbers:

- Main Office (575) 546-8838
- Toll Free (800) 950-2667
- Fax (575) 546-3128
- Emergency (800) 228-0579

Our Mailing Address is PO Box 631, Deming, New Mexico 88031 and our physical address is 900 N. Gold Avenue, Deming, New Mexico. After hours emergency services are available by calling (800) 228-0579.

The Rules and Regulations included in this document can also be viewed on our website [www.columbusco-op.org](http://www.columbusco-op.org).

Columbus Electric Cooperative, Inc., gives notice to all residential consumers that it has copies of its rates, service area maps, as well as other information to allow us to assist one another in determining your electrical needs and services. All such information is subject to your review during office hours and upon your request

Timely information about the Cooperative's activities will be available on the back page of the Enchantment Magazine which is mailed to you each month by our statewide organization in Santa Fe. It covers cooperatives and people throughout New Mexico and has a monthly report from Tri-State Generation & Transmission Cooperative Association, our power supplier.

CEC's newsletter, *Columbus Currents*, is mailed with your monthly bill. We encourage you to read it to keep informed and up to date with your cooperative and the events that affect it.

We provide many consumer services including energy saving water heaters and offer rebates for certain energy efficient appliances. Contact us for details or visit our website [www.columbusco-op.org](http://www.columbusco-op.org).

Welcome to CEC. Please let us know how we can assist you. Your comments and suggestions are always welcome.

## **A. APPLICATION FOR MEMBERSHIP**

### **Membership Application Form**

A membership application form shall be completed and signed, acknowledging the Consumer's agreement to observe such lawful rules, regulations, policies, rates and schedules of the Cooperative as are now in force or may hereafter be in force and as are filed and approved by the regulatory commission having jurisdiction. In addition to the provisions of these Rules, each member shall be bound by the Articles of Incorporation and By-Laws of the Cooperative, as the same may be amended from time to time.

### **Membership Limit**

No Consumer may hold more than one membership and a personal membership shall be held jointly by both husband and wife unless specified to the contrary in writing by both spouses to the Cooperative or unless the Cooperative is given satisfactory evidence that the property of a spouse which is to receive service is the sole and separate property of such spouse.

## **B. APPLICATION FOR SERVICE**

### **Applying for Electric Service**

Columbus Electric requires each Consumer to submit a signed application in the form available on Columbus Electric's website ( ) and at its offices located at 900 N. Gold Avenue, Deming New Mexico. A signed application is required for all requests to connect, disconnect, transfer, and disconnect/reconnect service.

## **Application Form**

The application for service form may require but not necessarily be limited to the following information:

1. Name or names of applicant(s).
2. Service address or location and telephone number.
3. Billing address/telephone number, if different than service address.
4. Date applicant will be ready for service.
5. Purpose for which service is used.
6. Statement as to whether applicant is owner, tenant or agent for the premises. Proof of ownership or lease is required.
7. Type and kind of life support equipment, if any, or to be used by the consumer in the future.

## **Service Requested by Two Individuals**

Where service is requested by two or more individuals, the Cooperative shall have the right to collect the full amount owed to the Cooperative from any one of the applicants.

## **Utility Responsibilities**

1. CEC shall be responsible for the safe transmission and distribution of electricity until it passes the point of delivery to the customer.
2. The entity having control of the meter shall be responsible for maintaining in safe operating condition all meters, equipment, and fixtures installed on the customer's premises by the entity for the purposes of delivering electric service to the customer.
3. CEC may, at its option, refuse service until the customer has obtained all required permits and inspections indicating that the customer's facilities comply with local construction and safety standards.
4. Continuity of service. CEC shall make reasonable efforts to supply a satisfactory and continuous level of service. However, no utility shall be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service.

### **Customer Responsibilities**

1. Each customer shall be responsible for maintaining all customer facilities on the customer's side of the point of delivery in safe operating condition.
2. Each customer shall be responsible for safeguarding all utility property installed in or on the customer's premises for the purpose of supplying utility service to that customer.
3. Each customer shall exercise all reasonable care to prevent loss or damage to utility property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to utility property on the customer's premises arising from neglect, carelessness, or misuse and shall reimburse the utility for the cost of necessary repairs or replacements.
4. Each customer shall be responsible for payment for any equipment damage and estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering, or bypassing the utility meter.
5. Each customer shall be responsible for notifying the utility of any equipment failure identified in the utility's equipment.

### **Priority and Timing of Service Establishments**

1. After an applicant has complied with the Cooperative's application and deposit requirement and has been accepted for service by the Cooperative, and after any necessary permits and licenses have been obtained, the Cooperative shall schedule the consumer for service establishment.
2. Service establishment shall be made only by qualified Cooperative Service personnel.

### **Limitations**

New or additional service will be limited to available capacity in distribution and substation facilities. In all cases where such existing facilities are limited, the Cooperative may require a written contract for a period adequate to warrant the construction investment required to render such service.

## Temporary Service

1. Applicants for temporary service may be required to pay the Cooperative in advance of service establishment, a contribution in aid of construction, based on the estimated cost of installing and removing the facilities, less any salvage, necessary for furnishing the desired service
2. Where the duration of service is to be less than one month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one month, the applicant may also be required to meet the deposit requirements of the Cooperative.
4. If at any time during the term of the agreement for temporary services the character of a temporary consumer's operations changes so that, in the opinion of the Cooperative, the consumer is classified as permanent, the terms of the Cooperative's line extension rules shall apply.

## C. DEPOSITS

### Residential Security Deposits or Guarantees

The Cooperative may not require a security deposit or other guarantee of payment as a condition of new or continued service to a residential customer except in the case of service:

1. To a residential customer who has not previously had utility service with the utility and who has not established an acceptable credit rating;
2. To a residential customer who has on three or more occasions, within a 12-month period, received a final notice.
3. As a condition for reconnection of service following discontinuance of service by the utility; and
4. To a residential customer who in an unauthorized manner has interfered with or diverted the service of the utility situated on or about or delivered to the residential customer's premises.

If a residential customer or prospective residential customer can demonstrate to the utility that the residential customer does not have adequate financial resources to pay the security deposit and the residential customer meets the qualifications of LIHEAP, or is subject to other special circumstances,



the utility shall give special consideration to such a residential customer in determining whether or in what amount a security deposit will be charged or if payment by an installment agreement is appropriate. In making such determination, a utility shall accept documentation from the administering authority that such residential or prospective residential customer meets the qualifications of LIHEAP.

### **Residential Amount of Deposit**

A deposit for a customer shall not exceed an amount equivalent to one sixth (1/6) of that residential customer's estimated annual billings; a utility shall base its deposit criteria upon the most recent available prior 12-month corresponding period at the same service location; or, if there is not a comparable period of service at the same service location, the deposit shall be based upon consumption of similar units in the same area

### **Non-Residential Security Deposits**

The Cooperative may require from any customer or prospective customer a deposit intended to guarantee payment of bills for service. The Cooperative will not require a security deposit or other guarantee of payment as a condition of new or continued service to a customer except in the case of service:

1. To a customer that has not previously had utility service with the utility and that has not established an acceptable credit rating;
2. To a customer that has on three or more occasions, within a 12-month period, received a final notice;
3. As a condition for reconnection of service following discontinuance of service by the utility; or
4. To a customer that in an unauthorized manner has interfered with or diverted the service of the utility situated on or about or delivered to the customer's premises.

In determining whether a customer that has not previously had utility service with the Cooperative has an acceptable credit rating, a utility shall consider the following:

1. Documentation that the customer has an adequate credit reference from a utility where the customer had prior utility service;
2. Documentation obtained by the utility from a commercial credit source; or

3. Any other reasonable documentation.

A utility may give special consideration to a prospective or existing customer in determining if payment by an installment agreement is appropriate.

**Non-Residential Amount of Deposit**

A deposit for a non-residential customer shall be two (2) times the estimated or actual maximum monthly bill.

**Interest on Deposits**

Simple interest on deposits at a rate not less than the rate required by law shall accrue annually to the residential customer's credit for the time the deposit is held by the utility. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date the refund is sent to the residential customer's last known address.

**Deposit Adjustment**

The Cooperative may review the consumer's usage after service has been connected and adjust the deposit amount based upon the consumer's actual usage.

**Consumer Receipts**

The Cooperative shall issue a non-negotiable receipt to the applicant for the deposit. The inability of the consumer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Cooperative's records.

### **Refunds of Deposit**

1. Upon discontinuance of service, the Cooperative will refund any balance of the deposit, plus applicable interest, in excess of unpaid bills. The Cooperative will return any credit balance by check directly to the consumer or mailed to the last known address.
2. After a residential consumer has, for twelve (12) consecutive months, paid all bills prior to becoming delinquent, the Cooperative shall deem such customer to have-satisfactorily established credit and the deposit may be refunded.

### **Deposit Per Meter**

A separate deposit may be required for each meter installed.

### **Deposits and Service Suspension**

Consumer deposits shall not prevent the Cooperative from terminating the agreement for service with a consumer or suspending service for any failure in the performance of consumer obligations under the agreement for service of any violation of the Cooperative's Rules and Regulations in effect from time to time as approved by the Arizona Corporation Commission or the New Mexico Public Regulation Commission.

### **Reestablish Deposit**

The Cooperative may require a consumer to establish or reestablish a deposit if the consumer becomes delinquent in the payment of three (3) or more bills within a twelve (12) consecutive month period or has been disconnected for service during the last twelve (12) months.

## **D. ESTABLISHMENT OF SERVICE**

### **Charges**

1. The Cooperative's charges for establishment, reestablishment, or reconnection of electric services shall be in accordance with the appropriate tariffs as approved by the Commission having jurisdiction.

2. Should service be established during a period other than regular working hours at the consumer's request, the consumer may be required to pay an after-hour charge for the service connection. Where the Cooperative's scheduling will not permit service establishment on the same day requested, the consumer can elect to pay the after-hour charge for establishment that day or his service will be established on the next available normal working day.
3. For the purpose of these Rules, the definition of service establishment is that consumer's facilities are ready and acceptable to the Cooperative and the Cooperative needs only to install a meter, read a meter, or turn the service on.

### **Priority and Timing of Service Establishments**

1. The Cooperative shall schedule the consumer for service establishment after an applicant has complied with the Cooperative's application and deposit requirement and has been accepted for service by the Cooperative, and after any necessary permits and licenses have been obtained.
2. Service establishment shall be made only by qualified Cooperative service personnel.

### **Connection and Reconnection Policy**

The fee for service connection shall be set by resolution of the Board of Trustees provided, however, that said fee shall be subject to approval of the regulatory bodies having jurisdiction over the Cooperative.

### **Meter Testing Policy**

Test shall be made in accordance with the rules and regulations of jurisdictional Commissions having jurisdiction over the Cooperative. All meters will be tested by Cooperative personnel and may be changed out, tested or repaired at any time an employee of the Cooperative may deem advisable.

Consumers that repeatedly request meter tests shall be required to pay for such tests provided their meter has been tested within the past twelve months and said meter does not show to be defective and does test out within 2% of accurate.

## **E. YOUR ELECTRIC BILL**

The Cooperative calculates your bill based upon the amount of kilowatt hours (kWh) consumed at the metering point. All bills are on a constant cycle; therefore your meter may not be read at the same time as a meter in another location.

All charges in electric bills are approved by the regulatory body having jurisdiction, either the New Mexico Public Regulation Commission or the Arizona Corporation Commission.

CEC shall make available upon customer request not later than 15 days from the date of request a concise summary of the rate schedule applied for by such customer in compliance with the rules of the applicable regulatory commission.

A portion of your electric bill is made up of a power cost adjustment. This adjustment allows the Cooperative to pass on to the consumer their portion of the increased cost of the electricity over and above the base cost designated in the rate schedules necessary to purchase the electricity used during the past month. The Cooperative does not keep any portion of this amount since it must go to pay our power supplier

## **F. DENYING OR DISCONTINUING SERVICE**

### **Residential Discontinuance of Service**

- (1) The Cooperative may discontinue service to a residential customer *without prior notice* in the event of:
  - (a) A condition determined by the utility to be hazardous;
  - (b) Residential customer use of equipment in such manner as to adversely affect the utility's equipment or the utility's service to others;
  - (c) Residential customer's tampering with, damaging, or deliberately destroying the equipment furnished and owned by the utility; or
  - (d) Unauthorized use of service provided by the utility.
  
- (2) The Cooperative may discontinue service to a residential customer for:
  - (a) Nonpayment of a delinquent account;

- (b) Failure to post a security deposit or guarantee, as applicable, except that a utility may not discontinue service to an existing residential customer solely for failure to pay a deposit; or
- (c) Failure to comply with the terms and conditions of a settlement agreement or installment agreement entered into pursuant to this rule.

### **Moratorium on Termination of Residential Service**

Notwithstanding any other provision of this Section F, a utility shall:

- (3) Not disconnect residential service to a customer:
  - (a) From June 1 through October 15;
  - (b) If the local weather forecast will include weather conditions that the Commission has determined, by order, are especially dangerous to health;
  - (c) If the customer has paid at least half of the customer's outstanding bill balance within the last 25 days; or
  - (d) The customer's outstanding bill balance is less than or equal to \$75.00; and
- (4) Provide notice of the following, using the customer's preferred method of communication on file, to a customer whose service would be disconnected except for subsection (F)(3):
  - (a) The customer would have been disconnected if not for subsection (F)(3),
  - (b) The reason that the utility is not permitted to disconnect service,
  - (c) The customer's continued financial responsibility for the charges accruing to the account for energy used,
  - (d) The potential actions the customer may take to prevent the disconnection of service when subsection (F)(3) no longer applies, and
  - (e) The requirement to enter into a payment plan as specified in subsection (6).

(5) A utility shall not disconnect residential service unless the utility's office is open to the public on the day of disconnection and the day following the day of disconnection.

(6) A customer whose service disconnection was prevented by subsection (F)(3) shall be required, after the no disconnect period set forth in subsection (F)(3) has ended, to either pay the outstanding bill balance or enter into a payment plan with the utility in which the customer agrees to pay the outstanding bill balance in installments over a period of four months and to keep the customer's account current. The utility shall not impose any late fees or interest on any past due amounts that would otherwise accrue during the period of June 1 through October 15.

(7) If a customer is delinquent on the account and has a deposit with the utility, the utility shall use the deposit to pay the delinquent amount before disconnecting service, then allow the customer time to repay the deposit in installments over a period of four months.

### **Non-Residential Denying or Discontinuance of Service**

Service may be denied or discontinued for any of the reasons listed below. Unless otherwise stated, the customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued except as provided in Paragraphs (1), (2), (3) and (4) below.

1. Without notice in the event of a condition determined by the utility to be hazardous;
2. Without notice in the event of customer use of equipment in such manner as to adversely affect the utility's equipment or the utility's service to others;
3. Without notice in the event that a customer tampers with, damages, or deliberately destroys the equipment furnished and owned by the utility;
4. Without notice in the event of unauthorized use;
5. For violation of and/or noncompliance with the utility's rules on file with and approved by the commission;
6. For failure of the customer to fulfill his/her contractual obligations for service and/or facilities subject to the regulations of the commission;

7. For failure of the customer to permit the utility reasonable access to its equipment;
8. For nonpayment of bill provided the utility has given the customer final notice.
9. For failure of the customer to provide the utility with a deposit;
10. Exception: a utility may not discontinue service to an existing customer solely for failure to pay a deposit.
11. For failure of the customer to furnish such service equipment, permits, certificates, and/or rights-of-way as shall have been specified by the utility as a condition for obtaining service or in the event such equipment or permissions are withdrawn or terminated; and
12. For failure of the customer to pay for service of the same class at a previous metering point or points.

## **G. LINE AND SERVICE EXTENSIONS**

The customer shall be required to provide load information on new construction or alterations sufficiently in advance of the actual service requirement date to enable the Cooperative to provide adequate service facilities. It is the responsibility of the Customer to comply with all applicable codes including the National Electric Safety Code (NESC), the National Electric Code (NEC) and Cooperative standards and to obtain the necessary electric permits and licenses from governmental authorities.

### **Easement and Rights of Way**

The consumer shall grant to CEC all necessary perpetual utility Easements and Rights-of-Way free and clear from encumbrances, applying to the consumer's property, to enable electric distribution system construction, maintenance and operation. In all instances where the extension of facilities is requested, Rights-Of-Way, Easements, etc., as approved by the Cooperative, shall be clearly shown on all plats of land including land divided for resale, subdivisions plats, plot plans, etc., prior to the time they are recorded, and the Cooperative shall be furnished a copy of such instrument. Applicants for electric service



under these rules and regulations will assist in procuring the necessary Easements and Right-Of-Way.

### **Consumers Facilities in Right-of-Way/Posing Hazard**

When the Cooperative discovers that a consumer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the Cooperative's access to equipment, the Cooperative shall notify the consumer or his agent and take whatever actions are necessary to eliminate the hazard, obstruction or violation at the consumer's expense.

### **Limitations**

New or additional service will be limited to available capacity in distribution and substation facilities. In all cases where such existing facilities are limited, the Cooperative may require a written contract for a period adequate to warrant the construction investment required to render such service.

### **Line and Service Extension Schedule**

The Cooperative has a line and service extension schedule on file with the Arizona Corporation Commission and the New Mexico Public Regulation Commission which incorporates the provisions of this Rule and specifically defines the conditions governing line extensions.

## **General Requirements**

Upon request by a consumer for a line extension, CEC shall prepare, without charge, a preliminary sketch and rough non-binding estimate of the construction costs to be paid by the consumer.

Consumers requesting engineering design estimates for new electric service or service upgrades for single and/or multiple development line extensions will be charged non-refundable fees based on the fee schedule included in the schedule on file with the Regulatory Commission having jurisdiction.

A consumer for a line extension requesting CEC to prepare detailed plans, specifications, or design estimates may be required to pay CEC an amount equal to the total estimated cost of preparation, if those estimated cost would exceed the application fee.

Upon submission of a written request for a line extension, CEC shall make available, within ninety (90) days after receipt of all necessary documentation and the design fee, such plans, specifications, or design estimates of the proposed line extension. The design fee shall be nonrefundable. Any charges to the consumer shall be provided in the design estimate. Engineering design estimates shall be valid for sixty (60) days from the date of issuance.

If the consumer or prospective consumer does not enter into a line extension agreement with CEC for electric service within this sixty (60) day period, then thereafter, a new request for engineering design services shall be initiated and subject to a fee assessment as set forth herein. Monies collected by CEC for the original engineering design estimates are non-refundable.

## **Responsibility of the Consumer**

PROVIDE DEVELOPMENT PLANS, LEGAL DESCRIPTIONS, GRADE CERTIFICATIONS AND SURVEY CORNERS

1. The consumer shall provide accurate plans of the consumer's proposed development. Generally, final recorded plats will be required for subdivision estimates unless otherwise required by CEC.

2. The consumer shall provide a valid written legal description along with a copy of the consumer's property deed.
3. The consumer shall locate and mark any legal survey corners and proposed metering point as required by CEC. For commercial underground installations, a certification, signed by a licensed land surveyor or registered professional engineer, that the established grade is within six (6) inches of final grade, may be required by CEC for the entire length and width of the proposed service route prior to staking.
4. Normally, CEC field technicians will stake the route of the proposed line extension and related facilities to serve the consumer's development in relation to the consumer's legal property corners.
5. CEC shall stake the line one time, based on the plans submitted by the consumer.

## H. FILING A COMPLAINT

CEC is a regulated utility. If after contacting CEC you are not satisfied with the arrangements that CEC provides, you have the right to file a complaint with the Arizona Corporation Commission or the New Mexico Public Regulation Commission.

### **ARIZONA CONSUMERS**

Arizona Corporation Commission  
1200 West Washington  
Phoenix, AZ 85007  
1-602-542-4251

### **NEW MEXICO CONSUMERS**

New Mexico Public Regulation Commission  
1120 Paseo de Peralta  
Santa Fe, NM 87501  
1-888-4 ASK PRC or 1-888-427-5772

## DEFINITIONS

The following definitions are applicable wherever these terms are used in these Rules and Regulations:

1. **Commission** – the New Mexico Public Regulation Commission or the Arizona Corporation
2. **Connected Load** – the combined rated capacity of all of the consumer's energy consuming equipment.
3. **Cooperative** – Columbus Electric Cooperative, Inc.
4. **Customer or Consumer** – any person, firm, association, or corporation, or any agency of the federal, state, or local government being supplied with and/or responsible for payment for electric services by the cooperative.
5. **Demand** – the demand created by the customer's power requirements averaged over a specified interval of time. It is measured with a standard demand meter or by calculations based upon measurements made by other types of standard metering equipment.
6. **Electric Service** – the availability of electric power and energy at the consumer's point of delivery, in the form, at the approximate voltage and for the purposes specified in the electric service agreement.
7. **Final notice** – personal communication with a customer by telephone, hand delivery or other electronic communications at least two (2) days prior to the specific date of discontinuance of service or if by mail, at least four (4) days prior to the specific date of discontinuance of service, excluding Sundays and holidays observed by the utility, to remind the customer of the pending discontinuance of service.
8. **KVA** – Kilovolt Ampere – unit of apparent power equal to the product of current and voltage at the point of measurement
9. **KW** – Kilowatt – unit of power delivery or the rate which energy is delivered to the customer.
10. **KWH** – Kilowatt Hour – unit of electric energy delivered to the customer for one hour.

11. **Meter** – unless otherwise qualified, a device that measures and registers the integral of an electrical quantity with respect to time.
12. **Maximum Demand** – the consumer’s greatest use shown by or computed from the seller’s demand meter or total horsepower connected. At the option of the seller it may be determined either by periodic tests or by permanent meters. Peaks due to accidents which the consumer could not have guarded against may be disregarded.
13. **Member** – any individual, partnership or corporation as defined in the by-laws of the cooperative.
14. **Minimum** – the lowest cost to the consumer regardless of how small amount of electricity used. Applied to the appropriate rate schedule, electricity used up to the specified minimum charge shall be allowed under said charge.
15. **Month** – the period of approximately 30 days intervening between the regular meter readings upon which the consumer’s demand and consumption are computed and bills are rendered.
16. **Premises** – a piece of land or real estate including buildings and other appurtenances thereon.
17. **Service Drop** – the wires or cable connecting the customer’s facilities and the Cooperative’s facilities.
18. **Special contract** – a written agreement between a utility and a customer to establish a rate and/or condition of utility service that, due to size or load characteristics or both, differs from those established for general classes of service.

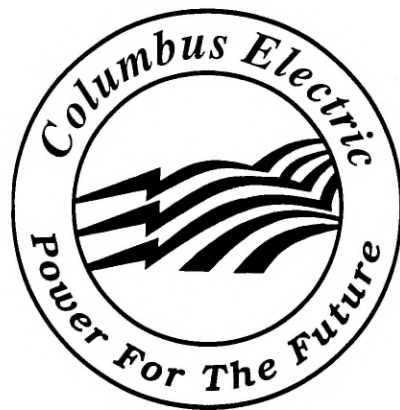
## **NONDISCRIMINATION STATEMENT**

*This institution is an equal opportunity provider and employer.*

*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, by fax (202)-690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).*

# **Exhibit 3**

# COLUMBUS ELECTRIC COOPERATIVE, INC.



| 7/23/20199/1/2024

We are a non-profit consumer-owned electric system established to provide electric service to southwestern New Mexico and southeastern Arizona. We're glad we can be of service in providing your electric power needs.



The following is a summary of the rules and regulations governing the relationship between the Cooperative and our Members.

~~Columbus Electric Cooperative, Inc.~~  
~~AZCC Docket E-00000A-19-0128~~  
Columbus Electric Cooperative, Inc.  
AZCC Docket E-01851A-24-XXXX

### General Information

We're open Monday through Friday from 8:00 am until 5:00 pm. Any questions or requests can be handled during those hours by simply visiting our main office or calling one of the following numbers:

- Main Office (575) 546-8838
- Toll Free (800) 950-2667
- Fax (575) 546-3128
- Emergency (800) 228-0579

Our Mailing Address is PO Box 631, Deming, New Mexico 88031 and our physical address is 900 N. Gold Avenue, Deming, New Mexico. After hours emergency services are available by calling (800) 228-0579.

The Rules and Regulations included in this document can also be viewed on our website [www.columbusco-op.org](http://www.columbusco-op.org).

Columbus Electric Cooperative, Inc., gives notice to all residential consumers that it has copies of its rates, service area maps, as well as other information to allow us to assist one another in determining your electrical needs and services. All such information is subject to your review during office hours and upon your request

Columbus Electric Cooperative, Inc. AZCC Docket E-00000A-19-0128—01851A-24-XXXX

Timely information about the Cooperative's activities will be available on the back page of the Enchantment Magazine which is mailed to you each month by our statewide organization in Santa Fe. It covers cooperatives and people throughout New Mexico and has a monthly report from Tri-State Generation & Transmission Cooperative Association, our power supplier.

CEC's newsletter, *Columbus Currents*, is mailed with your monthly bill. We encourage you to read it to keep informed and up to date with your cooperative and the events that affect it.

We provide many consumer services including energy saving water heaters and offer rebates for certain energy efficient appliances. Contact us for details or visit our website [www.columbusco-op.org](http://www.columbusco-op.org).

Welcome to CEC. Please let us know how we can assist you. Your comments and suggestions are always welcome.

## **A. APPLICATION FOR MEMBERSHIP**

### **Membership Application Form**

A membership application form shall be completed and signed, acknowledging the Consumer's agreement to observe such lawful rules, regulations, policies, rates and schedules of the Cooperative as are now in force or may hereafter be in force and as are filed and approved by the regulatory commission having jurisdiction. In addition to the provisions of these Rules, each member shall be bound by the Articles of Incorporation and By-Laws of the Cooperative, as the same may be amended from time to time.

### **Membership Limit**

No Consumer may hold more than one membership and a personal membership shall be held jointly by both husband and wife unless specified to the contrary in writing by both spouses to the Cooperative or unless the Cooperative is given satisfactory evidence that the property of a spouse which is to receive service is the sole and separate property of such spouse.

## **B. APPLICATION FOR SERVICE**

### **Applying for Electric Service**

~~Columbus Electric may require a new applicant for service~~requires each Consumer to ~~appear at~~ submit a signed application in the form available on Columbus Electric's website (<https://columbusco-op.org/>) and at its offices located at 900 N. Gold Avenue, Deming New Mexico. A signed application is required for all requests to ~~produce proof of identity and sign the appropriate application form or contract before service establishment~~connect, disconnect, transfer, and disconnect/reconnect service.

### **Application Form**

The application for service form may require but not necessarily be limited to the following information:

1. Name or names of applicant(s).
2. Service address or location and telephone number.
3. Billing address/telephone number, if different than service address.
4. Date applicant will be ready for service.
5. Purpose for which service is used.
6. Statement as to whether applicant is owner, tenant or agent for the premises.  
Proof of ownership or lease is required.
7. Type and kind of life support equipment, if any, or to be used by the consumer in the future.

### **Service Requested by Two Individuals**

Where service is requested by two or more individuals, the Cooperative shall have the right to collect the full amount owed to the Cooperative from any one of the applicants.

### **~~No Signed Application~~**

~~In the absence of a signed application or contract for service, the supplying of electric service by the Cooperative and the acceptance thereof by the consumer shall be deemed to constitute an agreement by and between the Cooperative and consumer for furnishing and receiving electric service under the Cooperative's applicable rates, minimums and provisions for making electric service available.~~

### **Utility Responsibilities**

1. CEC shall be responsible for the safe transmission and distribution of electricity until it passes the point of delivery to the customer.
2. The entity having control of the meter shall be responsible for maintaining in safe operating condition all meters, equipment, and fixtures installed on the customer's premises by the entity for the purposes of delivering electric service to the customer.

3. CEC may, at its option, refuse service until the customer has obtained all required permits and inspections indicating that the customer's facilities comply with local construction and safety standards.
4. Continuity of service. CEC shall make reasonable efforts to supply a satisfactory and continuous level of service. However, no utility shall be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service.

### **Customer Responsibilities**

1. Each customer shall be responsible for maintaining all customer facilities on the customer's side of the point of delivery in safe operating condition.
2. Each customer shall be responsible for safeguarding all utility property installed in or on the customer's premises for the purpose of supplying utility service to that customer.
3. Each customer shall exercise all reasonable care to prevent loss or damage to utility property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to utility property on the customer's premises arising from neglect, carelessness, or misuse and shall reimburse the utility for the cost of necessary repairs or replacements.
4. Each customer shall be responsible for payment for any equipment damage and estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering, or bypassing the utility meter.
5. Each customer shall be responsible for notifying the utility of any equipment failure identified in the utility's equipment.

### **Priority and Timing of Service Establishments**

1. After an applicant has complied with the Cooperative's application and deposit requirement and has been accepted for service by the Cooperative, and after any necessary permits and licenses have been obtained, the Cooperative shall schedule the consumer for service establishment.

2. Service establishment shall be made only by qualified Cooperative Service personnel.

### Limitations

New or additional service will be limited to available capacity in distribution and substation facilities. In all cases where such existing facilities are limited, the Cooperative may require a written contract for a period adequate to warrant the construction investment required to render such service.

### Temporary Service

1. Applicants for temporary service may be required to pay the Cooperative in advance of service establishment, a contribution in aid of construction, based on the estimated cost of installing and removing the facilities, less any salvage, necessary for furnishing the desired service
2. Where the duration of service is to be less than one month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.
3. Where the duration of service is to exceed one month, the applicant may also be required to meet the deposit requirements of the Cooperative.
4. If at any time during the term of the agreement for temporary services the character of a temporary consumer's operations changes so that, in the opinion of the Cooperative, the consumer is classified as permanent, the terms of the Cooperative's line extension rules shall apply.

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## **C. DEPOSITS**

### **Residential Security Deposits or Guarantees**

The Cooperative may not require a security deposit or other guarantee of payment as a condition of new or continued service to a residential customer except in the case of service:

1. To a residential customer who has not previously had utility service with the utility and who has not established an acceptable credit rating;
2. To a residential customer who has on three or more occasions, within a 12-month period, received a final notice.
3. As a condition for reconnection of service following discontinuance of service by the utility; and
4. To a residential customer who in an unauthorized manner has interfered with or diverted the service of the utility situated on or about or delivered to the residential customer's premises.

If a residential customer or prospective residential customer can demonstrate to the utility that the residential customer does not have adequate financial resources to pay the security deposit and the residential customer meets the qualifications of LIHEAP, or is subject to other special circumstances, the utility shall give special consideration to such a residential customer in determining whether or in what amount a security deposit will be charged or if payment by an installment agreement is appropriate. In making such determination, a utility shall accept documentation from the administering authority that such residential or prospective residential customer meets the qualifications of LIHEAP.

### **Residential Amount of Deposit**

A deposit for a customer shall not exceed an amount equivalent to one sixth ( $1/6$ ) of that residential customer's estimated annual billings; a utility shall base its deposit criteria upon the most recent available prior 12-month corresponding period at the same service location; or, if there is not a comparable period of service at the same service location, the deposit shall be based upon consumption of similar units in the same area

### **Non-Residential Security Deposits**

The Cooperative may require from any customer or prospective customer a deposit intended to guarantee payment of bills for service. The Cooperative will not require a security deposit or other guarantee of payment as a condition of new or continued service to a customer except in the case of service:

1. To a customer that has not previously had utility service with the utility and that has not established an acceptable credit rating;
2. To a customer that has on three or more occasions, within a 12-month period, received a final notice;
3. As a condition for reconnection of service following discontinuance of service by the utility; or
4. To a customer that in an unauthorized manner has interfered with or diverted the service of the utility situated on or about or delivered to the customer's premises.

In determining whether a customer that has not previously had utility service with the Cooperative has an acceptable credit rating, a utility shall consider the following:

1. Documentation that the customer has an adequate credit reference from a utility where the customer had prior utility service;
2. Documentation obtained by the utility from a commercial credit source; or
3. Any other reasonable documentation.

A utility may give special consideration to a prospective or existing customer in determining if payment by an installment agreement is appropriate.

### **Non-Residential Amount of Deposit**

A deposit for a non-residential customer shall be two (2) times the estimated or actual maximum monthly bill.

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**Interest on Deposits**

Simple interest on deposits at a rate not less than the rate required by law shall accrue annually to the residential customer's credit for the time the deposit is held by the utility. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date the refund is sent to the residential customer's last known address.

**Deposit Adjustment**

The Cooperative may review the consumer's usage after service has been connected and adjust the deposit amount based upon the consumer's actual usage.

**Consumer Receipts**

The Cooperative shall issue a non-negotiable receipt to the applicant for the deposit. The inability of the consumer to produce such a receipt shall in no way impair his right to receive a refund of the deposit which is reflected on the Cooperative's records.

|

### Refunds of Deposit

1. Upon discontinuance of service, the Cooperative will refund any balance of the deposit, plus applicable interest, in excess of unpaid bills. The Cooperative will return any credit balance by check directly to the consumer or mailed to the last known address.
2. After a residential consumer has, for twelve (12) consecutive months, paid all bills prior to becoming delinquent, the Cooperative shall deem such customer to have-satisfactorily established credit and the deposit may be refunded.

### Deposit Per Meter

A separate deposit may be required for each meter installed.

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**Deposits and Service Suspension**

Consumer deposits shall not prevent the Cooperative from terminating the agreement for service with a consumer or suspending service for any failure in the performance of consumer obligations under the agreement for service of any violation of the Cooperative's Rules and Regulations in effect from time to time as approved by the Arizona Corporation Commission or the New Mexico Public Regulation Commission.

**Reestablish Deposit**

The Cooperative may require a consumer to establish or reestablish a deposit if the consumer becomes delinquent in the payment of three (3) or more bills within a twelve (12) consecutive month period or has been disconnected for service during the last twelve (12) months.

**D. ESTABLISHMENT OF SERVICE**

**Charges**

1. The Cooperative's charges for establishment, reestablishment, or reconnection of electric services shall be in accordance with the appropriate tariffs as approved by the Commission having jurisdiction.
2. Should service be established during a period other than regular working hours at the consumer's request, the consumer may be required to pay an after-hour charge for the service connection. Where the Cooperative's scheduling will not permit service establishment on the same day requested, the consumer can elect to pay the after-hour charge for establishment that day or his service will be established on the next available normal working day.
3. For the purpose of these Rules, the definition of service establishment is that consumer's facilities are ready and acceptable to the Cooperative and the Cooperative needs only to install a meter, read a meter, or turn the service on.

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**Priority and Timing of Service Establishments**

1. The Cooperative shall schedule the consumer for service establishment after an applicant has complied with the Cooperative's application and deposit requirement and has been accepted for service by the Cooperative, and after any necessary permits and licenses have been obtained.
2. Service establishment shall be made only by qualified Cooperative service personnel.

**Connection and Reconnection Policy**

The fee for service connection shall be set by resolution of the Board of Trustees provided, however, that said fee shall be subject to approval of the regulatory bodies having jurisdiction over the Cooperative.

**Meter Testing Policy**

Test shall be made in accordance with the rules and regulations of jurisdictional Commissions having jurisdiction over the Cooperative. All meters will be tested by Cooperative personnel and may be changed out, tested or repaired at any time an employee of the Cooperative may deem advisable.

Consumers that repeatedly request meter tests shall be required to pay for such tests provided their meter has been tested within the past twelve months and said meter does not show to be defective and does test out within 2% of accurate.

**E. YOUR ELECTRIC BILL**

The Cooperative calculates your bill based upon the amount of kilowatt hours (kWh) consumed at the metering point. All bills are on a constant cycle; therefore your meter may not be read at the same time as a meter in another location.

All charges in electric bills are approved by the regulatory body having jurisdiction, either the New Mexico Public Regulation Commission or the Arizona Corporation Commission.

CEC shall make available upon customer request not later than 15 days from the date of request a concise summary of the rate schedule applied for by such customer in compliance with the rules of the applicable regulatory commission.

A portion of your electric bill is made up of a power cost adjustment. This adjustment allows the Cooperative to pass on to the consumer their portion of the increased cost of the electricity over and above the base cost designated in the rate schedules necessary to purchase the electricity used during the past month. The Cooperative does not keep any portion of this amount since it must go to pay our power supplier

## F. DENYING OR DISCONTINUING SERVICE

### Residential Discontinuance of Service

- (1) The Cooperative may discontinue service to a residential customer *without prior notice* in the event of:
  - (a) A condition determined by the utility to be hazardous;
  - (b) Residential customer use of equipment in such manner as to adversely affect the utility's equipment or the utility's service to others;
  - (c) Residential customer's tampering with, damaging, or deliberately destroying the equipment furnished and owned by the utility; or
  - (d) Unauthorized use of service provided by the utility.
  
- (2) The Cooperative may discontinue service to a residential customer for:
  - (a) Nonpayment of a delinquent account;
  - (b) Failure to post a security deposit or guarantee, as applicable, except that a utility may not discontinue service to an existing residential customer solely for failure to pay a deposit; or
  - (c) Failure to comply with the terms and conditions of a settlement agreement or installment agreement entered into pursuant to this rule.

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Columbus Electric Cooperative, Inc. AZCC Docket E-00000A-19-0128 — ~~01851A-24-XXXX~~  
**Moratorium on Termination of Residential Service**

Notwithstanding any other provision of this Section F, a utility shall:

- (3) Not disconnect residential service to a customer:
  - (a) From June 1 through October 15;
  - (b) If the local weather forecast will include weather conditions that the Commission has determined, by order, are especially dangerous to health;
  - (c) If the customer has paid at least half of the customer's outstanding bill balance ~~within the last 25 days; or~~
  - (d) The customer's outstanding bill balance is less than or equal to \$75.00; and
- (4) Provide notice of the following, using the customer's preferred method of communication on file, to a customer whose service would be disconnected except for subsection (F)(3):
  - (a) The customer would have been disconnected if not for subsection (F)(3),
  - (b) The reason that the utility is not permitted to disconnect service,
  - (c) The customer's continued financial responsibility for the charges accruing to the account for energy used,
  - (d) The potential actions the customer may take to prevent the disconnection of service when subsection (F)(3) no longer applies, and
  - (e) The requirement to enter into a payment plan as specified in subsection (6).

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(5) A utility shall not disconnect residential service unless the utility's office is open to the public on the day of disconnection and the day following the day of disconnection.

(6) A customer whose service disconnection was prevented by subsection (F)(3) shall be required, after the no disconnect period set forth in subsection (F)(3) has ended, to either pay the outstanding bill balance or enter into a payment plan with the utility in which the customer agrees to pay the outstanding bill balance in installments over a period of four

months and to keep the customer's account current. The utility shall not impose any late fees or interest on any past due amounts that would otherwise accrue during the period of June 1 through October 15.

(7) If a customer is delinquent on the account and has a deposit with the utility, the utility shall use the deposit to pay the delinquent amount before disconnecting service, then allow the customer time to repay the deposit in installments over a period of four months.

#### **Non-Residential Denying or Discontinuance of Service**

Service may be denied or discontinued for any of the reasons listed below. Unless otherwise stated, the customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued except as provided in Paragraphs (1), (2), (3) and (4) below.

1. Without notice in the event of a condition determined by the utility to be hazardous;
2. Without notice in the event of customer use of equipment in such manner as to adversely affect the utility's equipment or the utility's service to others;
3. Without notice in the event that a customer tampers with, damages, or deliberately destroys the equipment furnished and owned by the utility;
4. Without notice in the event of unauthorized use;
5. For violation of and/or noncompliance with the utility's rules on file with and approved by the commission;
6. For failure of the customer to fulfill his/her contractual obligations for service and/or facilities subject to the regulations of the commission;
7. For failure of the customer to permit the utility reasonable access to its equipment;
8. For nonpayment of bill provided the utility has given the customer final notice.
9. For failure of the customer to provide the utility with a deposit;
10. Exception: a utility may not discontinue service to an existing customer solely for failure to pay a deposit.
11. For failure of the customer to furnish such service equipment, permits,

Columbus Electric Cooperative, Inc. AZCC Docket E-00000A-19-0128 — ~~01851A-24-XXXX~~  
certificates, and/or rights-of-way as shall have been specified by the utility as  
a condition for obtaining service or in the event such equipment or permissions  
are withdrawn or terminated; and  
12. For failure of the customer to pay for service of the same class at a previous  
metering point or points.

### G. LINE AND SERVICE EXTENSIONS

The customer shall be required to provide load information on new construction or alterations sufficiently in advance of the actual service requirement date to enable the Cooperative to provide adequate service facilities. It is the responsibility of the Customer to comply with all applicable codes including the National Electric Safety Code (NESC), the National Electric Code (NEC) and Cooperative standards and to obtain the necessary electric permits and licenses from governmental authorities.

#### Easement and Rights of Way

The consumer shall grant to CEC all necessary perpetual utility Easements and Rights-of-Way free and clear from encumbrances, applying to the consumer's property, to enable electric distribution system construction, maintenance and operation. In all instances where the extension of facilities is requested, Rights-Of-Way, Easements, etc., as approved by the Cooperative, shall be clearly shown on all plats of land including land divided for resale, subdivisions plats, plot plans, etc., prior to the time they are recorded, and the Cooperative shall be furnished a copy of such instrument. Applicants for electric service under these rules and regulations will assist in procuring the necessary Easements and Right-Of-Way.

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**Consumers Facilities in Right-of-Way/Posing Hazard**

When the Cooperative discovers that a consumer or his agent is performing work or has constructed facilities adjacent to or within an easement or right-of-way and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the Cooperative's access to equipment, the Cooperative shall notify the consumer or his agent and take whatever actions are necessary to eliminate the hazard, obstruction or violation at the consumer's expense.

**Limitations**

New or additional service will be limited to available capacity in distribution and substation facilities. In all cases where such existing facilities are limited, the Cooperative may require a written contract for a period adequate to warrant the construction investment required to render such service.

**Line and Service Extension Schedule**

The Cooperative has a line and service extension schedule on file with the Arizona Corporation Commission and the New Mexico Public Regulation Commission which incorporates the provisions of this Rule and specifically defines the conditions governing line extensions.

### **General Requirements**

Upon request by a consumer for a line extension, CEC shall prepare, without charge, a preliminary sketch and rough non-binding estimate of the construction costs to be paid by the consumer.

Consumers requesting engineering design estimates for new electric service or service upgrades for single and/or multiple development line extensions will be charged non-refundable fees based on the fee schedule included in the schedule on file with the Regulatory Commission having jurisdiction.

A consumer for a line extension requesting CEC to prepare detailed plans, specifications, or design estimates may be required to pay CEC an amount equal to the total estimated cost of preparation, if those estimated cost would exceed the application fee.

Upon submission of a written request for a line extension, CEC shall make available, within ninety (90) days after receipt of all necessary documentation and the design fee, such plans, specifications, or design estimates of the proposed line extension. The design fee shall be nonrefundable. Any charges to the consumer shall be provided in the design estimate. Engineering design estimates shall be valid for sixty (60) days from the date of issuance.

If the consumer or prospective consumer does not enter into a line extension agreement with CEC for electric service within this sixty (60) day period, then thereafter, a new request for engineering design services shall be initiated and subject to a fee assessment as set forth herein. Monies collected by CEC for the original engineering design estimates are non-refundable.

### **Responsibility of the Consumer**

PROVIDE DEVELOPMENT PLANS, LEGAL DESCRIPTIONS, GRADE CERTIFICATIONS AND SURVEY CORNERS

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3. The consumer shall locate and mark any legal survey corners and proposed metering point as required by CEC. For commercial underground installations, a certification, signed by a licensed land surveyor or registered professional engineer, that the established grade is within six (6) inches of final grade, may be required by CEC for the entire length and width of the proposed service route prior to staking.
4. Normally, CEC field technicians will stake the route of the proposed line extension and related facilities to serve the consumer's development in relation to the consumer's legal property corners.
5. CEC shall stake the line one time, based on the plans submitted by the consumer.

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1200 West Washington  
Phoenix, AZ 85007  
1-602-542-4251

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New Mexico Public Regulation Commission  
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Santa Fe, NM 87501  
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1. **Commission** – the New Mexico Public Regulation Commission or the Arizona Corporation
2. **Connected Load** – the combined rated capacity of all of the consumer's energy consuming equipment.
3. **Cooperative** – Columbus Electric Cooperative, Inc.
4. **Customer or Consumer** – any person, firm, association, or corporation, or any agency of the federal, state, or local government being supplied with and/or responsible for payment for electric services by the cooperative.
5. **Demand** – the demand created by the customer's power requirements averaged over a specified interval of time. It is measured with a standard demand meter or by calculations based upon measurements made by other types of standard metering equipment.
6. **Electric Service** – the availability of electric power and energy at the consumer's point of delivery, in the form, at the approximate voltage and for the purposes specified in the electric service agreement.
7. **Final notice** – personal communication with a customer by telephone, hand delivery or other electronic communications at least two (2) days prior to the specific date of discontinuance of service or if by mail, at least four (4) days prior to the specific date of discontinuance of service, excluding Sundays and holidays observed by the utility, to remind the customer of the pending discontinuance of service.
8. **KVA** – Kilovolt Ampere – unit of apparent power equal to the product of current and voltage at the point of measurement
9. **KW** – Kilowatt – unit of power delivery or the rate which energy is delivered to the customer.
10. **KWH** – Kilowatt Hour – unit of electric energy delivered to the customer for one hour.

11. **Meter** – unless otherwise qualified, a device that measures and registers the integral of an electrical quantity with respect to time.
12. **Maximum Demand** – the consumer’s greatest use shown by or computed from the seller’s demand meter or total horsepower connected. At the option of the seller it may be determined either by periodic tests or by permanent meters. Peaks due to accidents which the consumer could not have guarded against may be disregarded.
13. **Member** – any individual, partnership or corporation as defined in the by-laws of the cooperative.
14. **Minimum** – the lowest cost to the consumer regardless of how small amount of electricity used. Applied to the appropriate rate schedule, electricity used up to the specified minimum charge shall be allowed under said charge.
15. **Month** – the period of approximately 30 days intervening between the regular meter readings upon which the consumer’s demand and consumption are computed and bills are rendered.
16. **Premises** – a piece of land or real estate including buildings and other appurtenances thereon.
17. **Service Drop** – the wires or cable connecting the customer’s facilities and the Cooperative’s facilities.
18. **Special contract** – a written agreement between a utility and a customer to establish a rate and/or condition of utility service that, due to size or load characteristics or both, differs from those established for general classes of service.

**NONDISCRIMINATION STATEMENT**

*This institution is an equal opportunity provider and employer.*

*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, by fax (202)-690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).*