



ELECTRIC SERVICE POLICIES AND STANDARDS MANUAL

Effective January 31, 2022
A.C.C. Decision No. 78428

**FOR A FULL LIST OF FEES AND CHARGES, PLEASE REFER TO
THE NEC TARIFFS, WHICH MAY BE VIEWED AT
WWW.NAVOPACHE.ORG.**

| | |
|---|-----------|
| SECTION 1.00 FOREWORD | 1 |
| SECTION 2.00 GENERAL CONDITIONS OF SERVICE | 1 |
| 2.10 Definitions | 1 |
| 2.20 Application for Membership and Electric Service | 9 |
| 2.21 Application | 9 |
| 2.22 Membership Fee | 9 |
| 2.23 Membership Limit | 9 |
| 2.24 Grounds for Refusal of Service | 9 |
| 2.25 Death of Member or Change of Business Entity | 10 |
| 2.26 Authorization to Act On Behalf Of Member of Record | 10 |
| 2.27 Landlord/Tenant Service | 10 |
| 2.30 Credit Policy | 11 |
| 2.31 Credit Risk Assessment at Initial Service Activation for Residential Service | 11 |
| 2.32 Security Deposit Criteria for Residential Applicant or Consumer | 11 |
| 2.33 Account Identified As High Risk | 12 |
| 2.34 Security Deposit Criteria for Non-Residential Applicant or Consumer | 12 |
| 2.35 Interest on Security Deposits | 12 |
| 2.36 Refund of Security Deposits | 12 |
| 2.40 Service Policy | 12 |
| 2.41 Responsibility of NEC | 12 |
| 2.42 Responsibility of Consumer | 13 |
| 2.43 Service Interruption | 14 |
| 2.44 Continuity of Service | 14 |
| 2.45 Services | 15 |
| 2.46 Fees for Services | 16 |
| 2.47 Complaints | 17 |
| 2.50 Billing Policy | 17 |
| 2.51 Frequency | 17 |
| 2.52 Estimated Consumption | 18 |
| 2.53 First or Final Billing Periods | 18 |
| 2.54 Rates | 18 |
| 2.55 Contract Billing | 18 |
| 2.56 Payment of Bills | 18 |
| 2.57 Levelized Program | 19 |
| 2.60 Collection Policy | 19 |
| 2.61 Disputed Billing and Payment Extensions | 19 |
| 2.62 Returned Payments | 20 |
| 2.63 Collection of Claims and Property Damage | 20 |

| | |
|---|-----------|
| 2.64 Late Payment Fee | 20 |
| 2.70 Service Termination Policy | 20 |
| 2.71 Reasons for Terminating Service Without Advance Notice | 20 |
| 2.72 Reasons for Terminating Service With Advance Notice | 21 |
| 2.73 Notice of Service Termination | 22 |
| 2.74 Non-Permissible Reasons to Terminate Service | 22 |
| 2.75 Termination of Prepaid Service | 24 |
| 2.80 Conditions for Restoration after Service Termination | 24 |
| 2.81 Due to Delinquent Account | 25 |
| 2.82 Due to Prepaid Balance Depletion | 25 |
| 2.83 Due to Fraud and/or Tampering | 25 |
| 2.84 Due to Unsafe Conditions | 25 |
| 2.85 Due to Failure to Permit Access | 26 |
| 2.86 Due to Detrimental Effects of the Consumer's Equipment or Operating Procedures | 26 |
| 2.87 Due to Dangerous Conditions | 26 |
| 2.88 Due to Activities in Close Proximity to NEC's Power Lines | 26 |
| 2.90 Use of Service | 27 |
| SECTION 3.00 METERING AND SERVICE ENTRANCE REQUIREMENTS | 27 |
| 3.10 Metering and Meter Test Policy | 27 |
| 3.20 Service Entrance Policy | 28 |
| 3.30 Minimum Safety Requirements | 29 |
| 3.40 Unsafe Conditions | 29 |
| 3.50 Safe Access | 30 |
| 3.60 Dangerous Conditions on Private Property | 30 |
| 3.70 Information on Potentially Hazardous Substances | 30 |
| 3.80 Reward for Information | 30 |
| SECTION 4.00 CONDITIONS FOR EXTENSION OF SERVICE FACILITIES | 31 |

| | |
|---|-----------|
| 4.10 Conditions for Establishment of Permanent Service | 31 |
| 4.20 Ownership | 31 |
| 4.30 Line Extension Estimates and Engineering Fees | 31 |
| 4.40 Line Extensions to Residential and Commercial Consumers | 32 |
| 4.41 Street Light Extensions | 33 |
| 4.42 Security Light Service | 33 |
| 4.43 Electric Service within Subdivisions | 34 |
| 4.44 Mobile Home Parks - New Construction/ Expansion | 35 |
| 4.45 Recreation Vehicle Park | 35 |
| 4.50 Subdivision Development | 36 |
| 4.51 Preconditions of Line Extensions within a Subdivision | 36 |
| 4.52 Procedure of Installation | 36 |
| 4.60 Temporary and Doubtful Permanency Service | 37 |
| 4.70 Conversion of Overhead Line to Underground | 37 |
| 4.80 Conversion from Single Phase to Multiphase Service | 38 |
| 4.90 Relocation of NEC Facilities | 38 |
| SECTION 5.00 RIGHTS-OF-WAY AND EASEMENTS | 38 |
| 5.10 Operation and Maintenance of Electrical System | 39 |
| 5.20 Consumer Work on Facilities Adjacent To or Within Rights-of-Way or Easement | 39 |
| 5.30 Rights-of-Way Limitations: Prohibited Houses, Structures, Trees and Shrubs | 39 |
| 5.40 Tree and Shrubbery Maintenance | 40 |
| 5.41 Ten (10) Foot Circle of Safety | 40 |
| 5.42 Trees and Shrubs in NEC Rights-of-Way | 40 |
| 5.43 Notice and Procedure | 41 |
| 5.44 Maintenance Around Service Lines | 42 |

SECTION 1.00 FOREWORD

Navopache Electric Cooperative, Inc. (“NEC”) was formed in 1946 as a nonprofit Member-owned enterprise to make Electric Service available at the lowest possible cost for the mutual benefit of all its Members. In the continuing spirit of that original objective, this Electric Service Policies and Standards Manual is designed to set forth the most common rules and regulations governing the supply and safe use of Electric Service consistent with equitable treatment for individual Consumers, the fiscal integrity of NEC and efficient management in the best interests of all of NEC’s Members.

The following sections concern policies, regulations and standards by which NEC is committed to render Electric Service to its Consumers. This Electric Service Policies and Standards Manual does not attempt to set forth all rules, regulations and policies governing NEC’s relationship with its Members; the Arizona Corporation Commission and New Mexico Public Regulation Commission have rules and regulations governing the provision of Electric Service. Complete copies of NEC’s Articles, Bylaws, Rate Schedules, Board Policies and Service Entrance and Conduit Specifications are on file at all NEC offices for public inspection. Most documents are available to Members without charge.

SECTION 2.00 GENERAL CONDITIONS OF SERVICE

2.10 Definitions

The following terms and conditions shall have the meanings given below when used in this Electric Service Policies and Standards Manual and other NEC documents unless indicated otherwise.

1. **Advance in Aid of Construction (AIAC):** Funds provided to NEC by the Applicant under the terms of a Line Extension agreement, the value of which may be refundable.
2. **Agreement:** Synonymous with “Contract” as used herein.
3. **Applicant:** Any person applying for Electric Service from NEC.
4. **Application:** A request to NEC for Electric Service made on NEC’s Application for Membership and Electric Service Form, as distinguished from an inquiry as to the availability or charges for such service.
5. **Arizona Corporation Commission:** The regulatory authority of the State of Arizona having jurisdiction over NEC in Arizona; abbreviated throughout this document as ACC.

6. **Billing Period:** The period between any two regular readings of NEC's meters at approximately thirty (30) day intervals.
7. **Bundled Service:** Electric Service provided as a package to the Consumer including all generation, transmission, distribution, ancillary and other services necessary to deliver and measure electric energy and power to Consumers.
8. **Consumer:** The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his/her name regardless of the identity of the actual user of the service. The name on the application or agreement for that service or the name appearing on billing statements regularly tendered or paid in the normal course of NEC's business shall all constitute conclusive evidence the person so identified is a Consumer of NEC. Where more than one person is identified as a Consumer for an individual account, each Consumer is jointly and severally responsible for complying with all rules, regulations and tariffs and to pay all bills associated with the account. Where appropriate, the term Consumer also includes Applicants and Members; may also be referred to as a customer.
9. **Consumer's Service Entrance:** In general all conductors, devices, apparatus, and hardware on the Consumer's side of the Point of Delivery, except NEC's meter installation.
10. **Competitive Services:** All aspects of retail Electric Service, more particularly defined by the ACC and the NMPRC; such definitions shall be controlling within their respective jurisdictions.
11. **Contribution in Aid of Construction (CIAC):** Funds provided to NEC by the Applicant under the terms of a Line Extension agreement and/or service connection tariff, none of which is refundable.
12. **Cooperative:** NEC is a Member-owned electric distribution utility whose principle activity is to supply Electric Service to its Consumers in Arizona and New Mexico under a Certificate of Convenience and Necessity granted by the ACC and under a Certificate of Public Convenience and Necessity granted by the NMPRC.
13. **Curtailement:** The act of reducing or imposing a restriction on the amount of power available; allowable under defined ACC and NMPRC service conditions.
14. **Customer:** See Consumer and Member.

15. **Damage To Utility:** Any unauthorized impairment of property owned or under the control of NEC.
16. **Days:** Refers to calendar days unless otherwise defined.
17. **Demand:** The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts (kW), kilovolt-amperes (kVA), or other suitable units. The period of time will be specified in the rate schedule.
18. **Deposit:** A payment made by a Consumer as a guaranty of the payment of the bills for Electric Service rendered by NEC. May also be referred to as a Security Deposit.
19. **Developer:** Any person or entity funding and/or developing lots or parcels of land for use, sale or lease, improved or unimproved with real property improvements on such lots or parcels.
20. **Distribution Lines:** The lines owned by NEC and operated at distribution voltage.
21. **Distribution Service:** The portion of the delivery of electricity to retail Consumers that NEC has exclusive right to provide in its service area (i.e., delivery through wires, transformers and other devices), but excluding transmission services subject to the jurisdiction of the Federal Energy Regulatory Commission, metering service, meter reading service and billing and collection services.
22. **Easement:** The right to pass over or through the land of another person or entity, and/or place and maintain a facility or structure on the land of another person or entity.
23. **Effective Date:** The effective date of this Electric Service Policies and Standards Manual shall be January 31, 2022, except for those provisions that require approval by the ACC or the NMPRC, in which case those provisions of the Electric Service Policies and Standards Manual shall be effective for NEC's Consumers in Arizona on the date that the same is approved by the ACC and for NEC's Consumers in New Mexico on the date the same is approved by the NMPRC.
24. **Electrical Service:** The availability of electric energy metered or otherwise, available to the Consumer within established standards of voltage and frequency to the Point of Delivery.
25. **Electric Service Provider or ESP:** Any entity authorized by the ACC or the NMPRC supplying, marketing or brokering at retail any competitive service

pursuant to a Certificate of Convenience and Necessity in NEC's certificated area. In New Mexico, referred to as "competitive power supplier." The term, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.

26. **Energy:** Electrical energy expressed in kilowatt-hours (kWh).
27. **Energy Theft:** The unauthorized diversion of electric energy, power or service. NEC's policy is to seek civil and criminal remedies to the fullest extent allowed by law.
28. **EUSERC:** The Electric Utility Service Equipment Requirements Committee, of which NEC is a Member. The requirements are intended to promote uniform, safe and efficient Electric Service requirements for Member utilities, manufacturers, engineers and architects.
29. **Inability To Pay:** Circumstances where a residential Consumer:
 - a. Is not gainfully employed and unable to pay, orb. Qualifies for government welfare assistance, but has not begun to receive assistance on the date a bill is received and can obtain verification of that fact from the government welfare assistance agency, or
 - c. Has annual income below the published federal poverty level and can produce evidence of this, and
 - d. Signs a declaration verifying that the Consumer meets one of the above criteria and is either Elderly, Handicapped, or suffers from Illness.
30. **Kilovolt-Ampere (kVA):** A unit of power equal to 1,000 volt-amperes.
31. **Kilowatt (kW):** A unit of power equal to 1,000 watts.
32. **Kilowatt Hour (kWh):** Electric energy equivalent to the amount of electric energy delivered in one hour when delivery is at a constant rate of one kilowatt.
33. **Licensed Medical Practitioner:** Means one of the following health care providers, actively licensed to practice in Arizona or New Mexico:
 - a. An Allopathic or osteopathic physician.
 - b. A registered nurse practitioner.
 - c. A physician assistant.
34. **Line Extension:** The lines and equipment necessary to extend the electric distribution system of NEC to provide service to additional Consumers.

35. **Master Meter:** A meter for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their individual usage.
36. **Member:** Any person, firm, association, corporation and bodies politic or subdivision thereof, who has qualified for membership as provided in the Bylaws of NEC. Where appropriate, the term Member also includes Consumers; may also be referred to as a customer.
37. **Meter:** The instrument for measuring and indicating or recording the flow of electricity that has passed through it.
38. **Meter Installation:** The meter(s) and auxiliary devices and hardware, if any, constituting NEC's equipment needed to measure energy use and/or billing demand supplied to the Consumer's service entrance.
39. **Meter Tampering:** A situation where a meter has been illegally altered.
40. **Meter Test Fee:** A fee, which may be billed to the Consumer, if a Consumer-requested meter test result is within the ACC and the NMPRC percentage of error tolerance.
41. **National Electrical Code:** Throughout the United States and around the world, NFPA 70®, National Electrical Code®, sets the foundation for electrical safety in residential, commercial, and industrial occupancies. This trusted Code presents the latest comprehensive regulations for electrical wiring, overcurrent protection, grounding, and installation of equipment.
42. **National Electrical Safety Code:** The National Electrical Safety Code published and updated periodically by the Institute of Electrical and Electronic Engineers (IEEE), sets the ground rules and guidelines for practical safeguarding of electrical utility workers and the public during the installation, operation, and maintenance of electric supply, communication lines and associated equipment; abbreviated throughout this document as NESC.
43. **National Weather Service:** An agency of the United States federal government tasked with providing weather forecasts, warnings of hazardous weather, and other weather-related products; abbreviated throughout this document as the NWS.
44. **NEC Equipment:** The service lines, meter installations, structures, devices, apparatus, hardware and other facilities installed by or on behalf of, and/or owned by, NEC and other transmission and distribution facilities of NEC's system.

45. **New Mexico Public Regulation Commission:** The regulatory authority of the State of New Mexico having jurisdiction over NEC in New Mexico; abbreviated throughout this document as the NMPRC.
46. **Office Hours:** The hours NEC’s headquarters in Lakeside, Arizona is open for business. NEC is closed on designated days in observance of holidays. All other times shall be considered after business hours. Specific days and hours of operation for area offices are available online or by calling NEC’s headquarters or the local area office. See also “Regular Service Hours.”
47. **Period of Excessive Heat:** That period of time when the NWS has forecast that the HeatRisk will be “High” or “Very High” during the next five (5) days. NEC will utilize the risk of heat effects at Show Low, Arizona.
48. **Permanent Consumer:** A Consumer who is a tenant or owner of a service location who applies for and receives Permanent Service.
49. **Permanent Service:** Service which, in the opinion of NEC, is of a permanent and established character. The use of electricity may be continuous, intermittent, or seasonal in nature.
50. **Person:** Any individual, group, partnership, corporation, governmental agency, or other organization operating as a single entity.
51. **Point of Delivery:** The point where facilities owned, leased, or under license by a Consumer connect to NEC’s facilities.
52. **Power:** The rate of generating, transferring or using electric energy, usually expressed in kilowatts.
53. **Preferred Method of Communication:** The method of communication designated by the Consumer, which may be U.S. mail, email, voice telephone call, text message, or other communication method acceptable to the utility and the Consumer. If a Consumer has not specified a preferred method, the assumed preference is U.S. mail.
54. **Premises:** All of the real property and apparatus employed in a single enterprise on an integral parcel or land undivided by public streets, alleys or railways.
55. **Prepaid Service:** A Consumer may elect, if otherwise available, to have Electric Service on a prepaid “pay-as-you-go” basis in which no credit check or Deposit is required and under such terms and conditions approved by the ACC or the NMPRC, as applicable.

56. **Regular Service Hours:** The hours defined to ensure the availability of personnel to perform requested connection or disconnection of service prior to close of business. Contact NEC for specific times of Regular Service Hours. All other times shall be considered after Regular Service Hours.
57. **Residential Use:** Service to Consumers using electricity for domestic purposes, such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.
58. **Rights-of-Way:** The right or easement to pass over or through the land of another person or entity, and/or place and maintain a facility or structure on the land of another person or entity.
59. **Safety Laws:** The standards set forth in the NESC, the National Electrical Code, any applicable national, state and local laws, and the safety rules, regulations and policies of NEC.
60. **Service Activation Fee:** The charge as specified in NEC's tariffs which covers the cost of establishing an account.
61. **Service Address:** The physical location at which NEC provides service to a Consumer.
62. **Service Area:** The territory in which NEC has been granted a Certificate of Convenience and Necessity or Certificate of Public Convenience and Necessity, and is authorized by the ACC or the NMPRC, respectively, to provide Electric Service to Consumers in Arizona and New Mexico.
63. **Service Availability Charge:** A charge to reimburse NEC for its operating expenses with regard to active, idle or standby services. The charge may be based on NEC's estimate of its actual operating costs for such active, idle or standby services.
64. **Service Connection/Disconnection:** The attachment/detachment of Electric Service at the Point of Delivery and/or installation/removal of meter(s) by NEC personnel, including operation of Consumer-owned main disconnect devices, if appropriate for safety reasons.
65. **Service Establishment:** The establishment of Electric Service to the Consumer when the Consumer's facilities are ready and acceptable to NEC, and NEC needs only to install or read a meter and turn the service on.
66. **Service Line:** The line extending from a distribution line or transformer to the Consumer's premises or Point of Delivery.

67. **Service Reconnection Charge:** When Electric Service is reconnected after the electricity is discontinued for nonpayment or whenever service was discontinued for failure otherwise to comply with NEC's tariffs, the Consumer will be required to pay the Service Activation fee, as specified in NEC's tariffs. A Service Reconnection Fee if a credit balance is established within ten (10) days of the service being discontinued.
68. **Service Re-Establishment:** When electric service is reconnected by the same Consumer who, within a twelve (12) month period, had requested the service to be disconnected; the Consumer will be required to pay the applicable Service Availability Charge for each full and partial month of the disconnected period, in addition to a Service Activation Fee, in accordance with the current tariff filings.
69. **Single Family Dwelling:** A house, an apartment, a mobile home permanently affixed to a lot, or any other permanent residential unit which is used as a permanent home.
70. **Tariffs:** The documents filed with the ACC and the NMPRC which list the services and products offered by NEC and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.
71. **Temporary Service:** Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of NEC, is for operations of a speculative character is also considered Temporary Service.
72. **Terminate or Termination:** To discontinue or a discontinuance of electric service to a Consumer's service address, by intentional action of NEC, and is synonymous with "disconnect" or "disconnection" as used in this Service Policies and Standards Manual.
73. **Territorial Extent:** This Service Policies and Standards Manual is effective and applies throughout the service area of NEC under its certificate(s) of public convenience and necessity and all amendments thereof, except to the extent amended or superseded by an order, rule or regulation of the ACC or the NMPRC or by judgement of the courts of Arizona or New Mexico, or by NEC's more specific rules, policies, tariffs, rate schedules and written agreements.
74. **Third Party Notification:** A notice sent to an individual or a public entity willing to receive notification of the pending termination of service of a Consumer of record in order to make arrangements on behalf of said Consumer satisfactory to NEC to prevent termination of the Consumer's electric service.

75. **Unbundled Service:** Electric Service elements provided and priced separately (such as generation, transmission, distribution, Must Run Generation, metering, meter reading, billing and collection and ancillary services). The term, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.
76. **Weather Especially Dangerous to Health:** That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanic and Atmospheric Administration, indicates that the temperature will not exceed 32 degrees Fahrenheit for the next day's forecast; or a Period of Excessive Heat, as defined herein. The ACC or the NMPRC may determine that other weather conditions are especially dangerous to health as the need arises.

2.20 Application for Membership and Electric Service

Membership in NEC will be established as follows:

2.21 Application

An application for membership shall be submitted demonstrating that the Applicant meets the qualifications to become a Member and acknowledging the Applicant's agreement to comply with and be bound by NEC's Articles of Incorporation, Bylaws and Policies adopted by the NEC Board of Directors. A person may authorize another party with the power of attorney to make written application. The application requires provision of the Applicant's Social Security or Federal Tax ID number.

2.22 Membership Fee

A membership fee specified in the Bylaws shall be paid by the Member. A former Member who is reapplying for membership shall also pay a membership fee if it was previously refunded or applied on account.

2.23 Membership Limit

No person may hold more than one (1) membership.

2.24 Grounds for Refusal of Service

NEC may refuse to establish service if any of the following conditions exist:

- A. The Applicant has an outstanding amount due for the same class of Electric Service with NEC, and the Applicant is unwilling to make arrangements with NEC for payment.

- B. A condition exists which in NEC's judgment is unsafe or hazardous to the Applicant, the general population, or NEC's personnel.
- C. Refusal by the Applicant to provide NEC with a deposit when the Consumer has failed to meet the credit criteria for waiver of deposit requirements.
- D. Applicant is known to be in violation of NEC's tariffs filed with the ACC or the NMPRC.
- E. Failure of the Applicant to furnish such funds, service, equipment or Rights-of-Way necessary to serve the Applicant and which have been specified by NEC as a condition for providing service.
- F. Applicant falsified his or her identity for the purpose of obtaining service.

2.25 Death of Member or Change of Business Entity

Membership for electric service must be in the name of a living person or a valid business entity. When NEC is notified that an NEC Member is deceased or a business entity named on an NEC Membership is dissolved or has changed ownership, NEC will provide the informer with the requirements to establish a new membership or transfer the services(s) to an existing membership.

A new Application for Membership and Electric Service may be required. The required membership establishment or transfer must be made within 30 days of notification of such requirements by NEC. If no actions is taken, NEC may disconnect the electric service, which will remain disconnected until all required forms are received by NEC, and all applicable fees are paid.

2.26 Authorization to Act On Behalf Of Member of Record

The identity of a third party(ies) authorized to access the account information of an NEC Member's account shall be established in writing in a manner acceptable to NEC.

2.27 Landlord/Tenant Service

If service is provided to a service location in the name of the landlord who provides Electric Service as a part of the rent or other consideration to the renter, the landlord is responsible for all Electric Service bills for the property. If service is subject to disconnection, NEC may not disconnect service until the following actions have been taken:

- A. The tenant renter must be offered the opportunity of placing the service in the tenant renter's name under NEC's regular established procedures. If the tenant renter refuses service, NEC can then disconnect service.
- B. The tenant is not responsible for past due or delinquent Electric Services incurred while the service was in the landlord's name.

2.30 Credit Policy

Electricity is a product that a Consumer uses and pays for at a later date, except when the Consumer has selected NEC's Prepaid Service. NEC shall extend credit for Electric Service when the Consumer meets the criteria established for the applicable class of service and other general requirements. Consumers with Electric Service under NEC's Prepaid Service are not required to meet the criteria in this Section.

2.31 Credit Risk Assessment at Initial Service Activation for Residential Service

Satisfaction of one (1) of the following requirements shall establish the Applicant's credit:

- A. Applicant has or had service of a comparable nature with NEC, with satisfactory credit history.
- B. Applicant provides a letter from another electric utility, indicating that Applicant had an account with that utility and was not delinquent during the twelve (12) months prior to application for service with NEC.
- C. The results of a soft credit inquiry by NEC indicate that a deposit is not necessary.
- D. Payment of a deposit per NEC's established security deposit criteria, prior to service activation.
- E. Provision of a guarantee or surety arrangement satisfactory to NEC.

2.32 Security Deposit Criteria for Residential Applicant or Consumer

NEC may require Applicant or Consumer to pay a security deposit of up to two (2) times the estimated average monthly bill in lieu of any other evidence of satisfactory credit. Security deposits must be made in advance of service activation.

2.33 Account Identified As High Risk

Under the following circumstances, an account no longer has satisfactory credit history, is identified as high risk, and the maximum security deposit may be required:

- A. High risk events include any of the following occurrences within a twelve (12) month period:
 - 1. The Consumer's account becomes delinquent three (3) or more times.
 - 2. Service to the Consumer has been disconnected for nonpayment of a delinquent bill.
 - 3. The Consumer has had two (2) or more payment transactions returned by their financial institution.
- B. Any occurrence of meter tampering or previous energy thefts from NEC.

2.34 Security Deposit Criteria for Non-Residential Applicant or Consumer

NEC requires the Applicant or Consumer to pay a security deposit of up to two and one-half (2.5) times the estimated monthly bill in lieu of any other evidence of satisfactory credit. Under the circumstances listed above in 2.33, the maximum security deposit may be required.

2.35 Interest on Security Deposits

NEC shall pay simple interest on a Consumer's required security deposit in accordance with the tariffs approved by the ACC and NMPRC. Interest shall accrue from date of deposit.

2.36 Refund of Security Deposits

Residential Consumers' security deposits may be refunded if they have satisfactory payment history with NEC during the preceding twelve (12) months.

2.40 Service Policy

2.41 Responsibility of NEC

- A. NEC shall be responsible for safe transmission and distribution of electricity from NEC's equipment to Consumer's equipment.
- B. NEC shall be responsible for maintaining in safe operating condition all meters and equipment that NEC may install on the Consumer's premises for the purpose of delivering Electric Service to the Consumer.

- C. NEC may, at its option, refuse service until the Consumer has obtained all required permits and/or inspections indicating that the Consumer's facilities comply with all applicable construction and safety standards.

2.42 Responsibility of Consumer

- A. The Consumer shall be responsible for maintaining all Consumer facilities on the Consumer's side of the Point of Delivery.
- B. The Consumer shall be responsible for safeguarding all NEC equipment installed in or on the Consumer's premises for the purpose of supplying Electric Service to the premises.
- C. The Consumer shall exercise all reasonable care to prevent loss or damage to NEC's equipment, excluding normal wear and tear.
- D. The Consumer shall be billed for damages to NEC's equipment caused by the Consumer or the Consumer's employee(s), agent(s), or other person(s), or any person residing at the Consumer's property. Such damage and the costs of repair shall be billed at NEC's current rates for labor, overhead, transportation, equipment and materials: This includes, but does not limit any and all awards granted by the courts.
- E. The Consumer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, tampering, or energy theft. This includes, but does not limit any and all awards granted by the courts, including treble damages
- F. The Consumer has the responsibility to notify NEC if any of NEC's equipment is damaged or fails in any way, and of any damage to Electric Service, or of a situation that involves Electric Service which appears to be dangerous to life or property.
- G. The Consumer shall not construct or allow to be constructed any building or obstacle which:
 - 1. violates any safety law, or
 - 2. prevents safe ingress or egress by NEC personnel and equipment necessary to repair or maintain NEC's property, or
 - 3. inhibits the safe ingress, egress and other use of NEC's Rights-of-Ways and Easements.
- H. The Consumer shall not install any barrier or obstacle preventing NEC's employees from lawfully entering upon the premises or easement. After

due notice to Consumer, the barrier or obstacle will be eliminated at the Consumer's expense. If NEC is required to remove the impediment and/or terminate service, the Consumer shall provide adequate assurance to the satisfaction of NEC that reasonable access shall be permitted in the future.

- I. The Consumer is responsible to notify NEC in writing, using a form acceptable to NEC, of any medical devices to be utilized at the service location.
- J. The Consumer is responsible to notify NEC when service is no longer required at a location.
- K. The Consumer will abide by all ACC and NMPRC rules providing access to meter and equipment.
- L. The Consumer is responsible to provide NEC with correct contact information, such as mailing address, email address, and primary and secondary phone numbers, at the time of service application, and to keep NEC informed of any changes to this information.
- M. The Consumer electing to receive Electric Service under NEC's Prepaid Service is responsible to ensure they have the means to receive, recognize and respond to low-balance notifications.

2.43 Service Interruption

NEC may temporarily suspend service to make necessary repairs, replacements, maintenance, tests, or inspections of its equipment. NEC shall make reasonable efforts to notify the Consumer by any contact method on the Consumer's file, or through the public media about the need for and duration of planned service interruptions, but it may suspend service without prior notice to the Consumer.

In the event of a national emergency or of any local emergency conditions, NEC reserves the right to reduce capacity or curtail delivery of Electric Service in accordance with the rules and regulations of the ACC and the NMPRC.

2.44 Continuity of Service

NEC shall make reasonable efforts to supply a satisfactory and continuous level of service, but does not guarantee uninterrupted service. NEC shall not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:

- A. Any cause against which NEC could not have reasonably foreseen or made provisions for, e.g., force majeure.
- B. Interruptions, single phase conditions or voltage fluctuations on NEC's system occasioned by any cause beyond NEC's reasonable care and control.
- C. Damage on the Consumer's side of the Point of Delivery unless caused by the gross negligence of NEC.
- D. Scheduled service interruptions to make repairs or perform routine maintenance.
- E. Curtailment.

It is the Consumer's responsibility to use properly sized, installed and maintained protective devices to protect their property on the Consumer's side of the Point of Delivery from power interruptions, single phase conditions and voltage fluctuations.

2.45 Services

NEC will charge a fee for the services defined below, in accordance with the applicable tariffs approved by the ACC and the NMPRC. The amount of the service fee will be dependent on whether the work is performed during regular service hours or after regular service hours. Reasonable efforts will be made to advise the Consumer about appropriate service fees before the service is scheduled or performed. Some examples of these services include, but are not limited to, the following:

- A. Interruptions caused by the Consumer's negligence or failure of Consumer-owned equipment, even though NEC is unable to perform any work beyond the Point of Delivery.
- B. Reconnection of Electric Service after termination due to delinquent account, fraud or tampering, unsafe conditions, failure to permit safe access, detrimental effects of Consumer loads on NEC's system, or failure to establish credit and/or sign an agreement for service.
- C. Re-establishment of Electric Service when it is to be reconnected to the same occupant who requested the service to be disconnected within the last twelve (12) months.
- D. Relocation or upgrade of a service facility that requires two trips to service location.

- E. Relocation of service wires and meter from temporary to permanent location.
- F. For Electric Service at the special request of the Consumer.

2.46 Fees for Services

Refer to applicable tariffs for Service Fees.

- A. **Service Activation Fee** is a fee imposed for the following services:
 - 1. Establishment of service
 - 2. Re-establishment of service
 - 3. Reconnection of service
 - 4. Each additional service/location
- B. **Onsite Service Fee** is a fee imposed for site visits due to:
 - 1. Failure of Consumer equipment or Consumer negligence
 - 2. Temporary or doubtful permanency service
 - 3. Service connection callbacks
 - 4. Relocation or upgrade service facility
 - 5. Relocation of service wires and meter for temporary to permanent location
- C. **Onsite service fees** may also be imposed for a return site visit for the following reasons, but not limited to:
 - 1. Inaccurate service location
 - 2. Noncompliance with Service Entrance Specifications
 - 3. If Consumer postpones or cancels any request for service already scheduled or completed by NEC
 - 4. Failure to comply with other policies contained herein.

- D. **Service Violation Fee:** A fee imposed when an investigation of a service has disclosed tampering, theft, vandalism or unsafe conditions.

2.47 Complaints

NEC shall make a prompt investigation of all service complaints made by its Consumers within five (5) working days of receipt. NEC shall notify the complainant of findings and decision involving the complaint, in writing. The Consumer who has filed the complaint has the right to appeal NEC's findings or decisions to the ACC or the NMPRC, as appropriate.

2.50 Billing Policy

For Consumers receiving Electric Service under NEC's Prepaid Service, the following Billing Policy subsections apply only as specified.

2.51 Frequency

NEC will render itemized monthly service bills on a cycle billing system. Regular meter reading and billing for a particular cycle shall be performed as nearly as possible at the same time each month.

- A. All Electric Service bills shall identify: the premises served by account number; the Consumer's name; date and meter reading at the start of the billing cycle, date and meter reading at the end of the cycle, amount of kWh used, and demand if applicable, for the billing cycle; the rate used; dollar amount due for electricity used and demand if applicable; any past due amount; fuel adjustment factor per kWh; taxes and fees; NEC's phone number; and other instructions or messages as may be determined necessary. A Consumer receiving Electric Service under NEC's Prepaid Service will not receive a paper bill, however, all information included on a bill is available for viewing by the Consumer through NEC's online portal and mobile application, or upon request.
- B. All postpaid bills for Electric Service are due and payable no later than fifteen (15) days after the bill date. If payment is not received within this time frame, the bill shall be past due.
- C. Past due bills for Electric Service are subject to service termination pursuant to Section 2.70 "Service Termination Policy". NEC shall include in a past due notice the following: date payment must be received by, and minimum payment due to prevent termination of service.
- D. Failure to receive bills or notices shall not prevent such bills from being delinquent nor release the Consumer of the payment obligation.

2.52 Estimated Consumption

NEC's meter at the Consumer's Point of Delivery shall constitute prima facie evidence of the amount of energy and/or billing demand used by the Consumer. NEC may issue an estimated bill when a valid meter reading cannot be acquired (for example, due to communication issues, severe weather conditions, system outages, blocked or dangerous access, labor shortages, damaged or destroyed meters). Estimated bills shall be calculated using the criteria in the ACC-approved Bill Estimation Methodologies Tariff or in accordance with the NMPRC regulations, as applicable.

2.53 First or Final Billing Periods

Service connection or disconnection performed between the meter reading date and billing date for the Consumer's billing cycle may establish extension of the current billing period.

2.54 Rates

NEC supplies Electric Service under ACC- and NMPRC- approved rate tariffs/schedules, and at the time of Member's application for service, endeavors to select the most favorable rate for which the Consumer is eligible, based on information available at the time of application. The Consumer is responsible to notify NEC of changes in service conditions and to request rate reclassification. Rates may be changed by NEC due to change in service classification.

2.55 Contract Billing

The Consumer shall be billed the applicable service availability charge, as established by the Consumer's contract agreement, on the first cycle billing not more than thirty (30) days after completion of the Line Extension, regardless of whether the Consumer has begun actual energy use.

2.56 Payment of Bills

Bills may be paid in person at any NEC business office, to any authorized collection agent of NEC, by mail to the remittance address on the electric bills, by auto pay, through NEC's website, automated phone system, mobile application, or any other NEC-supported payment channel. Members may also make payment electronically through their own financial institution. All payment channels, except for the remittance address and auto pay, are also available to Consumers receiving Electric Service under NEC's Prepaid Service.

2.57 Levelized Program

For the convenience of residential Consumers only, and at no additional charge, NEC shall offer an optional payment plan based on twelve (12) equal monthly installments of the Consumer's estimated total charges for the billing year. NEC may, at any time, adjust the Consumer's Levelized Program payment amount to reflect the previous twelve (12) months' billed amounts, and any deferred balance on the account. The Levelized Program is not available to Consumers receiving Electric Service under NEC's Prepaid Service.

2.60 Collection Policy

- A. NEC has the right to initiate collection action on delinquent accounts in order to protect the fiscal integrity of NEC and the financial interest of all Members.
- B. Where a Member with allocated capital credits has become indebted to NEC and NEC is required to write-off the Member's outstanding balance as a loss to NEC, the current year value of the Member's Capital Credits (a discount from their full maturity value) may be applied to the Member's outstanding balance. This action will be reported to the NEC Board of Directors for ratification.
- C. Delinquent Balances on Special Agreement Contracts, Other Accounts Receivable, and Weatherization Loans may accrue interest of 1.5% per month after thirty (30) days, and on accounts where no arrangement for payment has been made, the amount may be submitted to a collection agency.

2.61 Disputed Billing and Payment Extensions

- A. A Consumer has the right to dispute a billing amount to an NEC representative before the scheduled date of termination for nonpayment. NEC will complete an investigation of the disputed issue and notify the Consumer of findings within five (5) business days of the dispute. Disconnection of service will be withheld until the investigation is completed and the Consumer is notified of the results of the investigation. The Consumer has the right to appeal all NEC decisions to the ACC or the NMPRC, as appropriate.
- B. A Consumer has the right to request an agreement for deferred payment of a delinquent account balance before the scheduled date of termination for nonpayment (a payment extension). NEC shall permit a payment extension if the Consumer meets the eligibility requirements. Failure of the Consumer to perform according to the payment extension shall result in service termination. Deferred payment extensions are not available

to Consumers receiving Electric Service under NEC's Prepaid Service. However, upon conversion from a traditional postpaid service to Prepaid Service, the Consumer may have the existing balance on the postpaid account satisfied through the NEC-specified allocation of a portion of each future prepayment, until the balance is paid in full.

2.62 Returned Payments

A returned payment processing fee will be applied to a Consumer account when a payment is returned by the Consumer's financial institution. A Consumer whose payment has been returned shall in no way be relieved of the obligation to render payment to NEC under the original terms of the bill, nor defer NEC's provision for termination of service for nonpayment of bills. NEC has the right to reject future payments made by the same manner as the returned payment.

2.63 Collection of Claims and Property Damage

All invoices for claims and property damage are payable upon receipt. NEC may make agreements for payment or pursue collection of the amount. Investigative and administrative costs may be included on invoices for property damage. NEC may pursue any and all legal remedies allowable to collect the amount owed.

2.64 Late Payment Fee

All Consumer bills for Electric Services are due and payable no later than fifteen (15) days from the date of the bill. Any payment not received within this time frame shall be considered delinquent and is subject to a late payment fee accruing monthly, in addition to any other authorized fees or charges.

2.70 Service Termination Policy

For Consumers receiving Electric Service under NEC's Prepaid Service, the following Service Termination Policy subsections apply, unless otherwise specified. Service terminated under this section will be restored after the situation that resulted in the termination of service has been corrected to the satisfaction of NEC.

2.71 Reasons for Terminating Service Without Advance Notice

- A. In the event of a condition determined by NEC to be hazardous to the safety or health of the Consumer, or the general population, or NEC's personnel or facilities.

- B. In the event that NEC has evidence of tampering or fraud by the Consumer.
- C. When the Consumer fails to comply with the curtailment procedures imposed by NEC during supply shortages.

2.72 Reasons for Terminating Service With Advance Notice

- A. When the Consumer violates any of NEC's tariffs filed with the ACC or the NMPRC and/or violation of the ACC or the NMPRC rules and regulations.
- B. When the Consumer fails to pay a delinquent bill for Electric Service or fails to maintain a credit balance on Prepaid Service.
- C. When the Consumer fails to meet or maintain NEC's credit and deposit requirements. NEC's credit and deposit requirements do not apply to Prepaid Service.
- D. When the Consumer fails to update or transfer a membership when NEC has been notified that a member is deceased, or that a business entity has dissolved or changed ownership
- E. When the Consumer fails to NEC reasonable access to its equipment or property.
- F. When the Consumer breaches written contract for service between NEC and the Consumer.
- G. When necessary for NEC to comply with an order of any governmental agency having jurisdiction.
- H. In the event of Consumer use of equipment in such a manner as to adversely affect NEC's equipment or NEC's service to others.
- I. In the event of a Consumer tampering with, damaging or deliberately destroying the equipment furnished and owned by NEC.
- J. In the event of unauthorized resale of utility equipment or service by the Consumer.
- K. In the event that an NEC employee is threatened or intimidated by a Consumer's conduct involving statements or actions, coupled with a present ability to do bodily harm to the employee and/or physical damage to the property of NEC. There must be a present belief by the employee based on reasonable facts, existing then and there, that

physical injury to NEC property or the employee's person or life is imminent. NEC may pursue legal remedies to ensure the safety of employees and protection of property. All threats are taken seriously and action will be taken on each case.

2.73 Notice of Service Termination

A service termination notice shall be sent to the Consumer by first-class mail, electronic notification, or by telephone before a scheduled disconnection, except where notice is not required. A service termination notice shall identify the Consumer and the premises served (by service address and/or other NEC location system); specify the NEC tariff that was violated; the date on or after which service may be terminated; and indicate the telephone number at which the Consumer may contact an authorized NEC representative. Where applicable, a copy of the termination notice will be simultaneously forwarded to a designated third party.

2.74 Non-Permissible Reasons to Terminate Service

NEC may not disconnect service for any of the reasons stated below:

- A. Delinquency in payment for services rendered to a prior Consumer at the premises where service is being provided, except in the instance where the prior Consumer continues to reside on the premises.
- B. Failure of the Consumer to pay for services or equipment which are not regulated by the ACC or the NMPRC.
- C. Nonpayment of a bill related to another class of service.
- D. Failure to pay for a bill to correct a previous under-billing due to an inaccurate meter or meter failure if the Consumer agrees to pay over an agreed upon reasonable period of time.
- E. NEC shall not terminate residential service to a Consumer who has an inability to pay if the Consumer establishes, on an annual basis, through documentation from a licensed medical practitioner:
 - 1. That, in the opinion of the licensed medical physician, termination would be especially dangerous to the health of the Consumer or a permanent resident residing on the Consumer's premises, or
 - 2. That there is medically necessary equipment used in the home which is dependent on utility service for operation.

- F. NEC shall not terminate residential service to a Consumer who has an inability to pay until all of the following have been attempted:
 - 1. The Consumer has been informed of the availability of funds from various government and social assistance agencies of which NEC is aware.
 - 2. A third party previously designated by the Consumer has been notified and within five (5) days has not made arrangements to pay the outstanding utility bill.
- G. A Consumer utilizing the provisions of subsection (E) or (F) above may be required to enter into a deferred payment agreement with NEC within ten (10) days after the scheduled termination date.
- H. Disputed bills where the Consumer has complied with the ACC or the NMPRC rules on Consumer bill disputes.
- I. NEC shall not disconnect residential service to a Consumer that is not a prepaid service Consumer if:
 - 1. The local weather forecast will include Weather Especially Dangerous to Health;
 - 2. The Consumer has paid at least half of the Consumer's outstanding bill balance within the last 25 days; or
 - 3. The Consumer's outstanding bill balance is less than or equal to an amount as may be designated by the ACC or the NMPRC.
- J. NEC shall provide notice of the following, using the Consumer's preferred method of communication on file, to a Consumer whose service would be disconnected except for subsection (I)(1):
 - 1. The Consumer would have been disconnected if not for subsection (I)(1),
 - 2. The reason that NEC is not permitted to disconnect service,
 - 3. The Consumer's continued financial responsibility for the charges accruing to the account for energy used,

4. The potential actions the Consumer may take to prevent the disconnection of service when subsection (I)(1) no longer applies, and
 5. The requirement to enter into a payment plan as specified in subsection (L).
- K. NEC shall not disconnect residential service, unless NEC's office is open to the public on the day of disconnection and the day following the day of disconnection. Prepaid Service is subject to disconnection seven (7) days a week.
- L. A Consumer whose service disconnection was prevented by subsection (I)(1) shall be required, after the no disconnect period set forth in subsection (I)(1) has ended, to either pay the outstanding bill balance or enter into a payment plan with NEC in which the Consumer agrees to pay the outstanding bill balance in installments over a period of four months and to keep the Consumer's account current. NEC shall not impose any Late Payment Fees on any delinquent amounts that would otherwise accrue during the Period of Excessive Heat.
- M. If a Consumer is delinquent on the account and has a deposit with NEC, NEC shall use the deposit to satisfy the delinquent amount before disconnecting service, then allow the Consumer time to repay the deposit in installments over a period of four months.

2.75 Termination of Prepaid Service

A Consumer receiving Electric Service under NEC's Prepaid Service is required to be able to receive and respond to low-balance notifications as a condition of service. A Consumer will receive low-balance notifications on a daily basis when their prepayment balance reaches the low-balance warning threshold. If the Consumer fails to add money to the prepaid account, and the prepayment balance is depleted, the Electric Service will be terminated.

2.80 Conditions for Restoration after Service Termination

When Electric Service to a Consumer has been terminated for cause in accordance with NEC's Service Termination Policy, Section 2.70, the Consumer may request restoration under the following conditions, subject to fees described in the Fees for Services, Section 2.46.

2.81 Due to Delinquent Account

The Consumer shall pay all delinquent charges, the applicable service activation fee, and any additional deposit per NEC's Credit Policy, Section 2.30.

2.82 Due to Prepaid Balance Depletion

The Consumer shall pay the daily Service Availability Charge and the charges for energy used during the period the prepaid balance was insufficient to cover these charges, plus the amount required to re-establish the minimum credit balance to restore service.

2.83 Due to Fraud and/or Tampering

The Consumer shall pay the estimated Electric Service availability charges, the estimated energy charges for any Electric Service diverted, the applicable service activation fee, a service violation fee, and any additional deposit required before service shall be restored. This section shall not limit NEC's rights and remedies under the applicable civil or criminal laws.

2.84 Due to Unsafe Conditions

The Consumer shall eliminate or correct the conditions creating a safety hazard in accordance with NEC's service standards, specifications and applicable safety laws and shall pay the applicable Service Activation Fee for reconnection before service shall be restored.

- A. For houses constructed prior to 1980, any condition not an immediate hazard to life or property, which is not to the present codes and standards, but was acceptable at the time of installation, shall be waived and the service will be allowed to remain under the present owner name, but will not be reconnected if ownership of the property should change. If account is disconnected because of the hazard involved, the account will not be reconnected until hazard is removed and the condition corrected to current specifications.
- B. If ownership of property should change for any reason, the account will not be reconnected until condition has been changed. Service, meter loop, switch box and other electric service entrance equipment will be brought to current standard and codes and no electrical hazard can remain.
- C. Temporary Service may be connected for a new home or structure prior to the home being placed on the property. When the home is placed on

the property, and its placement violates laws or codes, or if any of the structure is under a power line or within NEC's Rights-of-Way, the home or structure must be moved or violation corrected within thirty (30) days, or the service will be disconnected.

2.85 Due to Failure to Permit Access

If service is terminated due to the Consumer's failure to permit NEC to access its equipment, the Consumer's Electric Service will be restored after:

- A. Consumer grants NEC access to NEC's equipment, and
- B. All applicable service fees and assessments are paid.

2.86 Due to Detrimental Effects of the Consumer's Equipment or Operating Procedures

The Consumer shall eliminate or correct the conditions causing detrimental effects on NEC's equipment or the integrity of its facilities, provide adequate assurance to NEC that similar conditions shall not occur in the future, and pay the applicable Service Fee before service shall be restored.

2.87 Due to Dangerous Conditions

Upon completion of investigation of a hazard or violation of codes or standards, a notice of unsafe condition, advising the Consumer of the action which must be taken, will be mailed or hand-delivered to the Consumer, and an Advertisement of Condition form may be filed in the appropriate County Recorder's Office, if applicable.

2.88 Due to Activities in Close Proximity to NEC's Power Lines

NEC requires that any Consumer that intends to conduct any activity within the Rights-of-Way of NEC's overhead or underground power lines notify NEC and make arrangements for necessary precautions to be taken before any work begins. This is in addition to the requirement of law regarding notification prior to conducting any activity in proximity to overhead high voltage lines or commencing any excavation. A Consumer coming in contact with high voltage overhead lines, or underground lines of NEC is liable for damages arising therefrom unless they have provided prior notice to NEC and otherwise proceeded in accordance with applicable law.

2.90 Use of Service

Except in cases of existing Master Metered mobile home parks or multifamily apartments, Electric Service under all tariffs shall not be resold or shared with others.

SECTION 3.00 METERING AND SERVICE ENTRANCE REQUIREMENTS

3.10 Metering and Meter Test Policy

- A. NEC's policy is to ensure metering accuracy by every practical method; meters and metering equipment purchased will be good quality, and all equipment subject to calibration shall be thoroughly tested by methods and equipment acceptable throughout the electric metering industry before installation.

- B. Metering requiring installation of metering transformers and associated wiring shall be installed and checked by trained and competent personnel who specialize in metering. Wiring shall be carefully color-coded to reduce chances of incorrect connections and to make periodic checking possible. Accurate watt-hour voltage and current measuring standard meters shall be carefully maintained under controlled conditions, and periodically compared with standard instruments traceable to the National Bureau of Standards. Testing, adjustment, and calibration procedures shall be as narrow as practical, and generally stricter than the standards under which NEC is regulated. The following statements of compliance meet or exceed regulatory requirements and guidelines:
 - 1. **Standards for Accuracy:** NEC shall comply with accuracy requirements per applicable State regulations for revenue metering. NEC shall also comply with ANSI C12, as amended or superseded from time to time.
 - 2. **Periodic Testing Program:** The test program shall be in accordance with the applicable ACC and NMPRC rules and regulations pertaining to meter reliability.
 - 3. **Meter Testing Requested by Consumer:**
 - i. A Consumer may request a test on a meter at a service location which is being billed to the Consumer. The Consumer or Consumer's representative may be present when the meter is tested, but this must be arranged at the time the test request is made. NEC personnel shall attempt to arrange a test during regular service

hours with the Consumer present. If NEC has been unable to arrange such a test because of failure on the Consumer's part to attend the test, NEC shall test the meter.

- ii. If the test result for the meter indicates that the meter's error of measurement is more than the percentage allowed by the ACC or the NMPRC regulations, as applicable, the Consumer's bill will be adjusted under the following terms:
 - a. If the date of the meter error can be definitely identified, the Consumer's billing shall be adjusted back to that date.
 - b. If the Consumer has been under-billed, the Consumer may repay the difference over a length of time equal to the length of time that the under-billings occurred.
 - c. If the Consumer has been over-billed, refund to the Consumer will be made within the next billing cycle.
 - d. The adjustment will only be allowed to the last Consumer served by the meter tested.
- iii. If the meter accuracy is within the allowable percentage of inaccuracy, a Meter Test fee may be billed to the Consumer for the cost of testing the meter.

- 4. **Investigation Tests:** The watt-hour meter and its associated equipment shall be tested, at the Consumer's expense, when it is associated with unauthorized energy diversion, frauds, and the device(s) and test shall be held as evidence in the case.

3.20 Service Entrance Policy

- A. Service entrances shall be in compliance with the National Electrical Code and current NEC service entrance requirements before being connected to the service conductors. If the Consumer elects to increase the service entrance ampacity, and this requires increasing the conductor size, the meter base ampacity or the service disconnect ampacity, the service entrance shall be brought up to current NEC requirements before being reconnected. Current Service Entrance and Conduit Specifications are available upon request.
- B. Prior to NEC connection of the service and installation of a meter, the service entrance:

1. Must be inspected and approved by the City, County, or State inspector, where applicable, and
2. Must pass final inspection by NEC for compliance with the National Electrical Code and NEC's service entrance requirements.

3.30 Minimum Safety Requirements

If the meter is removed by Consumer request or for ownership change, or other cause, the service entrance shall be brought up to minimum safety requirements and final inspection made by the appropriate inspection agency before being reconnected, as follows:

- A. All live parts enclosed.
- B. Service disconnect in operating condition.
- C. Overcurrent devices in operating condition.
- D. The meter base and the service disconnect switch enclosure are grounded as specified in the National Electrical Code and NEC's service entrance requirements.
- E. The conductor insulation is in safe condition to reconnect.
- F. Service entrance is securely fastened to a substantial mounting base.
- G. If the Consumer's service entrance cannot reasonably be brought up to minimum safety requirements because of poor condition of components, or location impracticality, the Consumer shall have a new service entrance constructed, which will comply with all of NEC's requirements, National Electrical Code, and safety laws applicable to service entrances, including NEC approval of location and mounting base.
- H. Radio or TV antennas have sufficient fall distance to clear all conductors.

3.40 Unsafe Conditions

If it comes to the attention of NEC that the Consumer's service entrance is unsafe, NEC accepts no liability, but shall endeavor to notify the Consumer. If immediate action is not taken by the Consumer, NEC may disconnect the service entrance until the Section 3.30 Minimum Safety Requirements are met.

3.50 Safe Access

NEC personnel shall have safe access to the service entrance and metering equipment at all reasonable times. Upon denial of safe access, or if such access is made hazardous by the presence of dangerous animals, or other conditions, Electric Service may be terminated until such safe access is provided.

3.60 Dangerous Conditions on Private Property

NEC will issue and deliver a warning of Dangerous Condition on Private Property to Consumers of NEC when a condition is noted as a potential hazard or in violation of approved safety practices. Signature is to be obtained absolving NEC of liability of the stated condition.

3.70 Information on Potentially Hazardous Substances

NEC conducts such investigations and maintains such records regarding hazardous substances as required by law. Except as otherwise required by law, any person desiring records of device content, hazardous substance use or other information regarding the extent and use of hazardous substances by NEC, shall make the request in writing, agree to pay all costs incurred by NEC to make the investigation and pay the estimated cost prior to NEC commencing the investigation. NEC may provide results of the investigation orally or in writing at its discretion. Nothing in this section shall require NEC to disclose any confidential information or any other information NEC determines should not be disclosed, unless such disclosure is otherwise mandated by law.

3.80 Reward for Information

To insure safe and reliable service to its Consumers, NEC must rely on its Consumers to help minimize the criminal activities against the system. For this reason, rewards will be paid out for the following information:

- A. \$500 (five hundred dollar) reward will be made to anyone supplying information leading to the arrest and conviction of any person or persons responsible for the destruction of property under the control of or owned by NEC.
- B. \$100 (one hundred dollar) reward will be made to anyone supplying information leading to the arrest and conviction of any person or persons who are presently misrepresenting with intent to defraud, diverting electric energy or service and tampering, without the permission or knowledge or authorization of NEC.

SECTION 4.00 CONDITIONS FOR EXTENSION OF SERVICE FACILITIES

4.10 Conditions for Establishment of Permanent Service

Service can be established upon compliance with all applicable provisions of this Electric Service Policies and Standards Manual, applicable tariffs, and applicable ACC or NMPRC rules and orders. .

4.20 Ownership

NEC shall own all materials, equipment and structures that it furnishes and installs. Lines and other service facilities for which the Consumer pays an Advance in Aid to Construction or a Contribution in Aid of Construction shall be owned by NEC. Transformers and facilities owned by the Consumer for primary metering service provided under applicable tariffs and for abnormal loads shall be owned and maintained by the Consumer.

4.30 Line Extension Estimates and Engineering Fees

- A. Upon request by an Applicant for a Line Extension, NEC shall prepare without charge a preliminary sketch and rough cost estimate (based on information provided by the Applicant or from existing NEC maps) of the cost to be paid by the Applicant. The rough cost estimate could change significantly after the full engineering and design work is completed.
- B. Any Applicant requesting NEC to prepare detailed plans, specifications and/or construction cost estimates for a Line Extension shall pay to NEC a nonrefundable engineering fee. The engineering fee shall be in an amount equal to the estimated cost of preparing the detailed plans and construction cost estimate.
- C. After the Applicant has submitted a request, provided all required documents and paid the nonrefundable engineering fee, NEC shall provide within ninety (90) days after receipt of the engineering fee, such plans, specifications and/or construction cost estimates of the proposed Line Extension to the Applicant. Where the Applicant authorizes NEC to proceed with the construction of the Line Extension, the engineering fee shall be credited to the cost of construction; otherwise, the engineering fee shall be nonrefundable. The cost of the construction will include all engineering and design costs incurred.
 1. At the sole discretion of NEC, the engineering fee may be waived if it is determined no site visit is necessary because of the adequacy of the plans delivered to NEC with the initial Line Extension application. (Waiver of the engineering fee is generally reserved for

professional residential property developers with consistent history of building Line Extensions with NEC.)

2. Subdivisions providing NEC with approved final plat plans shall be provided cost estimates within forty-five (45) days after receipt of the application, engineering fee and any required design information.
- D. The Applicant agrees to reimburse NEC for the cost of any engineering surveys, permits or permit changes, etc., performed by NEC or others that are changes to the design requested by the Applicant, at NEC's current costs.
 - E. Any charges anticipated to be paid by the Applicant for the construction of the Line Extension shall be provided in the cost estimate. This includes but is not limited to engineering fees, Rights-of-Way charges, permits, labor, material, transportation and equipment usage fees. Before construction of the Line Extension is scheduled, the entire estimated cost of construction (considered Contribution in Aid of Construction) shall be paid in full. The cost estimate shall be valid for ninety (90) days from the date of issuance.
 - F. To ascertain field conditions prior to finalizing the cost estimate, it will be necessary for NEC Engineering personnel to review the route of the Line Extension in the field. The engineering fee, as described above, includes one (1) site visit for the purpose of conducting a field survey to determine the design requirements. The costs for any additional field work required as the result of changes requested by the Applicant after the initial site visit may, at the sole discretion of NEC, be billed to the Applicant at NEC's current rates for labor, transportation, equipment and materials. NEC will contact the Applicant and provide the cost of the additional engineering fee to be charged before an additional site visit is performed. The additional engineering fee is nonrefundable and must be paid before NEC will make the additional site visit.

4.40 Line Extensions to Residential and Commercial Consumers

Subject to the availability of adequate capacity and suitable character of service at the point of applying for an extension, NEC will extend its facilities to residential and commercial Consumers on the following basis:

- A. Any Applicant deemed to be a Permanent Consumer by NEC shall be eligible for a Line Extension.
- B. A standard Line Extension may be any combination of overhead or underground, single-phase or three-phase, primary or secondary as the situation warrants, and as NEC's system requirements permit.

- C. All required Easements and Rights-of-Way shall be furnished by the Consumer at no cost to NEC.
- D. Any underground extensions will be at the sole discretion of NEC. If underground facilities are installed, the Consumer shall provide all necessary trenching and select backfill where required, conduit, backfilling, compaction and all concrete work to the specifications of NEC and applicable local codes, at the Consumer's expense.
- E. It shall be the responsibility of the Consumer to establish the property corners, provide a legal description and/or a survey map (in digital AutoCAD format for commercial services and residential subdivisions) of the property to which NEC is to construct the Line Extension.
- F. Construction shall normally be permitted only along the shortest practical route to the nearest practical Point of Delivery on each Consumer's premises as determined by NEC. At the sole discretion of NEC, alternative routes may be considered at additional cost to the Consumer. If there is a mutual benefit to NEC, NEC in its sole judgment will determine the credit, if any, to the Consumer for said benefit. This credit will be applied when determining the construction cost to the Consumer.
- G. For subdivisions, refer to Sections 4.43 and 4.50.
- H. An Applicant deemed to be a Permanent Consumer (except for commercial services and those in duly recorded subdivisions) may be eligible for a construction credit allowance of up to \$1,500 toward the cost of construction, per Line Extension, excluding costs of transformers and metering equipment.
- I. An Applicant shall pay for the construction cost of any Line Extension in excess of any construction credit allowance, as a Contribution in Aid of Construction.

4.41 Street Light Extensions

The Consumer shall be charged for the entire construction cost of each street light installation. Street light extensions are applicable only to municipalities and other agencies governing public Rights-of-Way. Non-standard street light installations are not permitted.

4.42 Security Light Service

- A. NEC will supply security light service from an existing NEC service pole, with up to one span of service drop, at the approved monthly

tariff. Required extensions beyond one span of service wire will be billed on an approved rate fee per extra poles and wire involved.

- B. Security lights must be installed on NEC poles only. No installations will be made on trees, buildings, or other unapproved locations. No security lights owned by other entities or individuals shall be allowed on NEC poles.
- C. Repairs in excess of two (2) times in a twelve (12) month period shall be considered abnormal and the additional cost shall be charged to the Consumer or the security light service shall be cancelled.

4.43 Electric Service within Subdivisions

- A. In recorded subdivisions in which the subdivision developer has not provided electrical facilities to all the lots in the subdivision, and has no obligation to do so, NEC will extend electrical facilities to the undeveloped portion of the subdivision as provided in Section 4.40. All agreements under this provision must be with the individual property owners and not the subdivision developer or owner.
- B. Location of electric lines within a specific area of the subdivision shall be determined by the mutual agreement of the NEC engineering department and the subdivision developer.
- C. The amounts of Contribution in Aid of Construction, as determined by a construction cost estimate, shall be a firm agreed-upon figure and made a part of the Line Extension Agreement.
- D. The developer of the subdivision shall furnish utility easements on the entire subdivision for constructing electric lines and maintenance thereof no later than when the plat is recorded. The width and location of utility easements for electric lines must be approved by NEC prior to final plat recording.
- E. The foregoing policy is to apply where primary service is available at the subdivision site. If extension of primary lines to the subdivision is required, the construction costs of the portion of line outside the subdivision may be included in the Line Extension agreement, at NEC's option.
- F. Refer to Section 4.30 for construction cost estimates, payment of costs and scheduling of construction.

4.44 Mobile Home Parks - New Construction/ Expansion

- A. New construction and/or expansion of existing permanent residential mobile home parks will have service made available when the construction and/or expansion is individually metered by NEC.
- B. For the purpose of this section, permanent residential mobile home parks shall mean mobile home parks where, in the opinion of NEC, the average length of stay for an occupant is a minimum of six (6) months.
- C. For the purpose of this section, expansion means the acquisition of additional real property for permanent residential spaces in excess of that existing as of July 23, 1982.
- D. NEC will construct all primary, secondary, and service lines within the mobile home park area to be served under the same terms and conditions applicable to subdivisions. The owner of the mobile home park shall pay for all construction costs of the electrical facilities built within the mobile home park. Ownership of these electrical facilities will be retained by NEC. NEC will furnish and install all transformers and meters, and the owner will furnish and install meter loops, approved by NEC, at each mobile home space.
- E. Refer to Section 4.30 “Line Extension Estimates and Engineering Fees” for construction cost estimates, payment of costs and scheduling of construction.

4.45 Recreation Vehicle Park

- A. Service to a recreational vehicle park may be to a master meter. A recreational vehicle is defined as a vehicle-type unit primarily designed as temporary living quarters for recreational camping, or travel use, which either has its own mode of power or is mounted on or drawn by another vehicle.
- B. The owner of the recreational vehicle park shall construct, or have constructed, all of the electrical facilities beyond the master meter. Such electrical facilities shall conform to all applicable codes and specifications.
- C. Refer to Section 4.30 “Line Extension Estimates and Engineering Fees” for construction cost estimates, payment of costs and scheduling of construction

4.50 Subdivision Development

The following rules and procedures are established to eliminate many of the common problems associated with the complex task of developing a new subdivision. "Subdivision" is as defined by the applicable planning and zoning ordinances.

4.51 Preconditions of Line Extensions within a Subdivision

- A. The subdivision developer shall submit a complete set of improvement plans as required and approved by the appropriate planning and zoning commission and NEC Engineering Department.
- B. Copies of the improvement plans of all other utilities and other facilities to be installed shall be submitted and coordinated to eliminate conflicts of location.
- C. For subdivisions where underground lines are anticipated, a statement of intent to install other utilities shall be obtained from the appropriate utility and furnished to NEC by the subdivision developer.
- D. Adequate easements for lines for the full potential load shall be provided. Easements for locating special equipment away from Rights-of-Way and hazardous locations may also be required.
- E. The subdivision developer shall have all property corner pins and/or markers installed necessary to establish proper locations to supply Electric Service to individual lots within subdivisions.
- F. The subdivision developer is required to submit a digital AutoCAD file of the tentative plat at time of application for construction cost estimates and facilities design. At time of final recording of plat, a digital AutoCAD file of the final plat with the appropriate approval thereon will be furnished to NEC.

4.52 Procedure of Installation

- A. The subdivision developer shall supply all necessary trenching, select backfill where required, conduit, backfilling, compaction and concrete work, paving and repaving, to NEC's specifications pursuant to the installation of the electric equipment and lines.
- B. All streets and alleys containing NEC's electric facilities shall be within six (6) inches of the final grade prior to the excavation of the trench. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation or change of the underground facilities, or

results in damage to such facilities, the cost of such relocation, change, and/or resulting repairs shall be borne by the subdivision developer.

- C. It is appropriate for electrical lines to be in a separate trench. Safety and welfare mandate there shall be no gas, water or sewer lines in the same trench with electric lines, except that water lines may, at NEC's discretion, be placed in a joint trench with Electric Service lateral cables. Where not otherwise totally prohibited by this subsection or applicable safety laws, the use of a common trench with other utilities, such as telephone and cable television, shall be allowed only at the discretion of NEC and if a vertical or horizontal separation is maintained in accordance with NEC's underground construction standards. Where the separation is vertical, electric facilities will be placed on the bottom.
- D. Installations shall be as specified in NEC's trenching requirements, as may be amended from time to time, which are available from NEC's Engineering Department.

4.60 Temporary and Doubtful Permanency Service

- A. Applicants for Temporary Service may be required to pay NEC, in advance of service establishment, the estimated cost of installing and removing the facilities necessary for furnishing the desired service.
- B. 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.
- C. Where the duration of service is to exceed one month, the Applicant may also be required to meet the deposit requirements of NEC.
- D. If at any time during the term of the agreement for services the character of a temporary Consumer's operations changes so that in the opinion of NEC the Consumer is classified as permanent, the terms of NEC's Line Extension rules will apply.

4.70 Conversion of Overhead Line to Underground

When requested, NEC will convert overhead lines to underground for individual Consumers or groups of Consumers as provided in A.R.S. § 40-341 et seq., as the same is amended from time to time. Otherwise, the following shall be applicable to the conversion of overhead line to underground line.

- A. The Consumer(s) shall provide all utility easements on appropriate property at no cost to NEC.

- B. The Consumer(s) shall provide all trenching, select backfill where required, backfilling, compaction and all concrete work according to the specifications of NEC and local codes and shall perform all street, curb and sidewalk repairs at the Consumer's expense in accordance with local jurisdiction.
- C. The Consumer(s) shall pay to NEC as a nonrefundable Contribution in Aid of Construction the cost of the existing line at present value, less credit for salvage, if any, plus retirement cost, plus cost of underground facilities prior to the start of construction.
- D. The Consumer(s) shall sign any additional agreements as required.

4.80 Conversion from Single Phase to Multiphase Service

Where it is necessary to convert all or any portion of an existing overhead or underground distribution system from single phase to three phase in order to furnish three phase service to a Consumer, the total cost of such conversion shall be paid as a Contribution in Aid of Construction by the Consumer unless deemed feasible as determined by NEC.

4.90 Relocation of NEC Facilities

When NEC is requested to relocate its facilities for the benefit and/or convenience of a Consumer, the Consumer shall pay NEC in advance for the total cost of the work to be performed prior to the start of construction.

SECTION 5.00 RIGHTS-OF-WAY AND EASEMENTS

As a condition of becoming a Member of NEC or otherwise permitting electricity or electric service to be delivered to its property, the property owner has granted to NEC an Easement, Right-of-Way, license and permission to pass over or through the property as necessary to operate, repair and maintain NEC facilities. In the event any additional Easements and Rights-of-Way, licenses or permissions are required to extend NEC's system to provide service to that property, the property owner shall grant to or acquire for NEC such rights. Failure of the property owner to allow NEC access to any of its facilities on an owner's property or any attempt to deny any Easement, Right-of-Way, license or permission to NEC for the purposes stated herein shall be grounds for NEC to refuse to initiate or continue service on that property.

As a convenience to individuals, NEC may choose to process the easement or Rights-of-Way, provided accurate information is readily available and the Consumer provides a copy of the property description from the deed or other legal document acceptable to NEC. The Consumer, however, shall remain responsible for all costs of obtaining Rights-of-Way, easements, license and permits.

Commercial services and residential subdivisions shall be required to provide NEC with a digital AutoCAD file as recorded and approved by the City, County or Municipality having jurisdiction. Refer to subsection 4.40 E.

The Consumer or developer shall clear the utility Rights-of-Way, including but not limited to, removal and disposal of trash and obstacles such as bushes and trees. NEC shall have no obligation to commence construction or continue construction of any line or connect service if the Consumer or developer fails to timely clear the Rights-of-Way in a manner acceptable to NEC; provided, however, NEC, in its discretion, may clear the Rights-of-Way for a fee to be negotiated by NEC, if mutually agreed between NEC and the Consumer or developer. Once a Rights-of-Way has been cleared and the line therein constructed and accepted by NEC, the Rights-of-Way will be maintained by NEC for vegetation which may cause an unsafe condition for NEC's electrical facilities.

Refer to Section 5.30 for Consumer limitations in Rights-of-Way.

5.10 Operation and Maintenance of Electrical System

NEC shall have the right to enter upon any portion of the Consumer's property as it deems necessary to inspect, operate, maintain, construct, change, alter, improve, repair and make additions and subtractions to its facilities as NEC may from time to time deem advisable, including by way of example and not as a limitation, the right to increase or decrease the number of conduits, poles, wires, cables, handholds, manholes, connection boxes, transformers, and transformer enclosures.

5.20 Consumer Work on Facilities Adjacent To or Within Rights-of-Way or Easement

When NEC discovers that Consumer or the Consumer's agent is performing work, or has constructed facilities, adjacent to or within an easement or Rights-of-Way of NEC 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 NEC's access to equipment, NEC shall notify the Consumer or Consumer's agent and shall take whatever actions necessary to eliminate the hazard, obstruction or violation at the Consumer's expense.

5.30 Rights-of-Way Limitations: Prohibited Houses, Structures, Trees and Shrubs

The Consumer shall not construct or otherwise permit any structure, tree or shrub to be placed in or to extend into NEC's easements or Rights-of-Way or otherwise be placed in a position where any part of a power line (transmission, primary, secondary, or service) will cross over any part of the structure. However, NEC may allow existing houses, structures, trees and shrubs to remain located in its easements or Rights-of-Way, provided all the following apply:

- A. The structure, including any appurtenance, and the tree or shrub complies with the NESC and any other applicable national, state or local laws, rules, regulations and codes or such violation is deemed waivable by NEC.
- B. NEC determines the structure, including any appurtenance, and the tree or shrub does not create an unreasonable obstacle to NEC or its property.
- C. The owner signs a waiver form releasing NEC of any liability, warranting no other structure, appurtenance, tree or shrub will be added and agreeing to remove or relocate the structure, tree or shrub if requested by NEC.
- D. No other hazard or violation of the policy of NEC is in existence.
- E. The building or structure does not extend into the Rights-of-Way more than 25% of total Rights-of-Way or is not closer to the power line than allowed by the NESC but in no event closer than five (5) feet.

5.40 Tree and Shrubbery Maintenance

When tree limbs touch or fall on power lines or shrubbery interferes with power lines, they can cause various problems, such as electrical outages, line losses, property damage, personal injury and fires. Outages can also affect traffic light controls, residents on life-support systems, and other vital public facilities. Tree limbs that strike wires are a major cause of power outages, especially during the summer monsoon and winter seasons. A strong policy requiring the regular maintenance of trees and shrubs is necessary to help eliminate safety hazards and to ensure system reliability.

5.41 Ten (10) Foot Circle of Safety

It is NEC's policy to require a minimum of ten (10) feet of clearance around all of its power lines. Arizona utilities, including NEC, are required by law to prohibit anyone from pruning trees and shrubs within ten (10) feet of high voltage power lines other than a qualified line clearance tree trimmer. Pruning trees and shrubs near any power line can be very dangerous and should be left to specially qualified line clearance tree trimmers.

5.42 Trees and Shrubs in NEC Rights-of-Way

NEC prohibits the planting of unapproved trees and shrubs within its Rights-of-Way and easements. The Consumer is responsible for ensuring trees and shrubs on the Consumer's premises do not encroach upon NEC's Rights-of-Way or easements or create a hazard or

obstruction to the public or NEC's system. NEC's policy is to remove trees and shrubs within its Rights-of-Way and easements and to trim or prune trees and shrubs extending into its Rights-of-Way and easements on a regular cycle. The Consumer may be charged an Onsite Service Fee for this service.

5.43 Notice and Procedure

NEC shall have complete discretion to determine which trees and shrubs to remove and the manner in which it trims or prunes the tree and shrub located within or extending into its Rights-of-Way, easements or the ten (10) foot circle of safety. NEC shall not be liable for any damages to the trees or shrubs resulting from removal, trimming or pruning.

Only NEC personnel or a professional contractor that certifies in writing that he is qualified to work around energized power lines may perform removal, trimming and pruning activity within NEC's Rights-of-Ways and easements. No removal, trimming or pruning activity shall be undertaken in NEC's Rights-of-Way or easements or near high voltage power lines without prior notice to NEC and such activity shall be in strict compliance with all requirements of safety laws.

Except where an immediate hazard is present or the tree or shrub has caused or appears to be likely to cause an immediate outage:

- A. NEC shall:
 - 1. Make a reasonable effort to provide the Consumer with forty-eight (48) hours notice that it will be conducting removal, trimming and pruning activities in the Consumer's area, and
 - 2. Attempt to provide the Consumer with prior notice if NEC intends to remove any mature trees on the Consumer's premises.
- B. If the Consumer requests time to have the pruning, trimming or removal performed by someone other than NEC, NEC will provide the Consumer a reasonable time to accomplish the removal, trimming or pruning; provided, however, the Consumer must have the work completed prior to NEC completing its trimming and pruning in the general vicinity. NEC reserves the right to refuse to allow any person to work near its power lines. NEC also reserves the right to remove, trim, or prune any tree or shrub that has not been removed, trimmed, or pruned in accordance with the standards of NEC.

5.44 Maintenance Around Service Lines

The Consumer is solely responsible for maintaining trees and shrubbery near service lines on the Consumer's property leading from NEC's power pole to the Consumer's home or business. If NEC determines that the tree or shrubbery in question is an ongoing hazard, or does not comply with safety laws, the tree or shrubbery must be immediately removed, trimmed or pruned as deemed necessary by NEC to remove the hazard. If the Consumer fails to remove, trim or prune the tree or shrubbery after notice by NEC, NEC may remove, or at NEC's discretion, trim or prune the tree or shrub at the Consumer's expense. NEC strongly recommends that Consumers hire a professional line clearance tree trimmer and be assured in writing that the tree trimmer is qualified to work around energized power lines in fulfilling this responsibility.

Effective January 31, 2022

A.C.C. Decision No. 78428