



**PUEBLO OF ACOMA  
UTILITY AUTHORITY**

**RULES AND REGULATIONS  
FOR  
ELECTRICAL SERVICE**

**(11/07/2019)**

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# 1. DEFINITIONS

The following terms, when used herein, have the meaning specified:

- 1.1. **ADVANCE TOWARD CONSTRUCTION:** Capital funds received from the Customer as an up-front payment toward design and construction; also referred to as Contribution in Aid of Construction (CIAC). These capital funds may or may not be refundable.
- 1.2. **AGREEMENT FOR ELECTRIC SERVICE:** The terms and conditions, either standard or non-standard, to provide electric service and specify the Electric Rate and other terms and conditions under which a Customer will pay for that service from the Pueblo of Acoma Utility Authority (POAUA).
- 1.3. **BILLING PERIOD:** The time interval between two consecutive meter readings.
- 1.4. **BUILDING:** A structure which stands alone or is separated from adjoining structures by fire walls with all openings therein protected by fire doors. If this definition conflicts with local building codes, the local code definition will prevail.
- 1.5. **CAPACITY:** The continuous load-carrying ability of Generation, Transmission, Distribution or other electrical equipment, expressed in megawatts (MW) or kilowatts (kW) or megavolt-amperes (MVA) or kilovolt-amperes (kVA), or other suitable units.
- 1.6. **CLASS OF USE:** A classification of Customer usage type, defined by end use, voltage level, electricity use pattern, Electric Rate, or other criteria (e.g., Residential, General Service, Lighting).
- 1.7. **CONNECTED LOAD:** The sum of the ratings of the Customer's Power consuming equipment which is or may be connected to POAUA's electric system.
- 1.8. **CONTINGENCY:** The unexpected failure or outage of an electric system component, such as a generator, transmission line, circuit breaker, switch, or other element. A contingency also may include multiple components, which are related by situations leading to simultaneous component outages.
- 1.9. **CONTRIBUTION IN AID OF CONSTRUCTION (CIAC):** See 1.1 herein (Advance Toward Construction).
- 1.10. **CUSTOMER:** Any Person (as defined by 1.36) utilizing Services from POAUA. Where the context requires, the term "Customer" includes an applicant for POAUA service.
- 1.11. **DEDICATED:** Electric service provided to a Customer via facilities usually used only to serve that Customer.
- 1.12. **DEDICATED FACILITIES:** Facilities that, by contractual arrangement, are utilized by only one Customer to receive electric service.
- 1.13. **DELIVERY, SYSTEM, AND FACILITIES CHARGES:** Charges to recover costs related to the Transmission and Distribution system.

- 1.14. DEMAND: The rate at which Electrical Energy is delivered to or by an electric system or part of an electric system at a given instant or averaged over any designated interval of time. Demand may be expressed in Kilowatts, kilovolt-Amperes, megawatts, or other suitable units. The designated interval can be specified in the Electric Rates, the Agreement for Electric Service, or within these Rules and Regulations. Types of Demand may include:
  - 1.14.1. AVERAGE DEMAND: The Electrical Energy delivered during any interval of time as determined by dividing the total Energy by the units of time in the interval.
  - 1.14.2. BILLING DEMAND: Demand, usually expressed in Kilowatts, used for calculation of the bill. It may be the Connected Load, the measured Demand or a modification of either as provided for in an Agreement for Electric Service, Electric Rate, or any special agreements. It may be based on the contract year, a contract minimum, or a previous maximum and, therefore, may not coincide with the actual Demand measured during the Billing Period.
- 1.15. DESIGN FEES: Fees included in Advance Toward Construction for design of new or modification to existing electric facilities.
- 1.16. DISTRIBUTION: The portion of POAUA's electric system used to deliver Electrical Energy to Customers from points on the Transmission System.
- 1.17. ELECTRIC RATES: POAUA's published Electric Prices (including riders and similar documents) for standard contract Customers, including residential, industrial, commercial, lighting, and pumping Customers. There may be more than one Electric Rate setting forth the charges and conditions for a particular class or type of service. An Electric Rate usually includes an identification letter and number, class of service, character or applicability, prices, conditions, and references to these Rules and Regulations.
- 1.18. ELECTRIC SERVICE SPECIFICATIONS: The bulletins that contain information regarding the requirements for wiring, metering, equipment and other matters. POAUA utilizes RUS Specifications as found on the Internet at <https://www.rd.usda.gov>
- 1.19. ELECTRICAL ENERGY/ENERGY: The generation or use of electric Power by a device during a period of time, expressed in Kilowatt-hours (kWh), megawatt-hours (MWh), or gigawatt-hours (GWh).
- 1.20. ENERGY: See 1.23 herein (Electrical Energy/Energy).
- 1.21. ENERGY CHARGE: A charge per kWh for the Electrical Energy used by the Customer.
- 1.22. EXTENSION: Lines and/or Service Laterals required to extend electric service from POAUA's existing permanent facilities to the Point of Delivery.

- 1.23. **FACILITIES CHARGE:** An amount to be paid by the Customer as a lump sum or periodically, for Transmission or Distribution facilities provided by POAUA to serve that Customer.
- 1.24. **GENERAL SERVICE RATE:** Available to all consumers requiring less than 50kVA of transformer capacity at a single service location within CDEC's service area.
- 1.25. **GENERATION:** The process of producing Electrical Energy from other forms of energy; also, the amount of Electrical Energy produced, usually expressed in Kilowatt-hours (kWh) or megawatt-hours (MWh).
- 1.26. **POAUA:** The Pueblo of Acoma Utility Authority, an Authority of the Pueblo of Acoma
- 1.27. **KILOVOLT-AMPERE (kVA):** 1,000 volt-amperes.
- 1.28. **KILOWATT (kW):** A unit of Power equal to 1,000 watts or approximately 1.341 horsepower.
- 1.29. **KILOWATT-HOUR (kWh):** The amount of Energy delivered in one hour when delivery is at a constant rate of one Kilowatt.
- 1.30. **LARGE POWER SERVICE:** Available to all consumers requiring 50kVA and over of transformer capacity for all types of usage.
- 1.31. **LINE:** A system of poles, ducts, wires, cable or equipment used for the Transmission and Distribution of electricity.
- 1.32. **LOAD:** An end-use device or Customer facility that receives Power from the electric system.
- 1.33. **METER:** The device that measures the total Energy and/or Demand supplied by POAUA to the Load of a Customer
- 1.34. **METER CHARGE:** A fixed monthly charge to recover costs related to POAUA's owning and maintaining the electric meter.
- 1.35. **NON-SECURITY LIGHTING:** Lighting provided by POAUA for the purpose of lighting a non-residential outdoor area.
- 1.36. **PARALLEL GENERATION:** Electrical generation equipment approved by POAUA to operate interconnected (in parallel) with POAUA's system.
- 1.37. **PERSON:** Any individual, partnership, corporation, governmental body, or other entity.
- 1.38. **POINT OF DELIVERY:** The location at which POAUA's electric facilities make contact with a Customer's Service Equipment.
- 1.39. **POWER:** The time rate of transferring Energy, usually expressed in Kilowatts.
- 1.40. **POWER FACTOR:** The ratio of real Power (Kilowatts) to apparent Power (Kilovolt-Amperes) for any given load and time and generally expressed as a percentage.
- 1.41. **PRICE PLAN:** See 1.24 herein (Electric Rates).
- 1.42. **PRIMARY GENERAL SERVICE:** Electric service that does not require transformation by POAUA below the voltage level at the low side of a Distribution substation.

- 1.43. PURCHASED POWER ADJUSTMENT: A per kWh charge based on the average cost of wholesale electric power purchased by POAUA
- 1.44. RULES AND REGULATIONS: These Rules and Regulations, which have been adopted by POAUA. These Rules and Regulations have also been referred to by POAUA as "Electric Service Guidelines."
- 1.45. SECURITY AND STREET LIGHTING: Lighting provided by POAUA for the purpose of lighting a residential outdoor area or roadway.
- 1.46. SECONDARY GENERAL SERVICE: Electric service that requires transformation by POAUA below the voltage level at the low side of a Distribution substation.
- 1.47. SERVICE CHARGE: A fixed monthly charge to recover costs relating to meter reading, billing and other administrative services provided by POAUA.
- 1.48. SERVICE EQUIPMENT: The necessary electrical facilities, usually consisting of a circuit breaker or switch and fuses, conductors and accessories, constituting the main control and cutoff of the supply, and which are installed, owned and maintained by the Customer.
- 1.49. SERVICE LATERAL: A system of wires, fixtures and sometimes poles, or the equivalent ducts, conduits and cables used to conduct electricity from the Distribution transformer to the Point of Delivery.
- 1.50. SMALL POWER PRODUCTION FACILITY: A facility that: (a) produces Energy solely by the use of a primary energy source such as biomass, waste, renewable resources, geothermal resources, or any combination thereof; and, (b) has a Power production capacity, which together with any other facilities located at the same site, is not greater than 80 megawatts.
- 1.51. STANDBY SERVICE: Service supplied to a Customer who normally receives Power and Energy requirements from sources other than POAUA.
- 1.52. SUPPLY METER: The time-of-use meter that measures the total Power and Energy supplied by POAUA to the Load of a Customer with a Qualifying Facility.
- 1.53. TRANSMISSION/TRANSMISSION SYSTEM: The interconnected group of lines and associated equipment used by POAUA for the movement or transfer of Electrical Energy between points of supply and points at which it is transformed for delivery to Customers or is delivered to other electric systems.
- 1.54. TRANSMISSION DELIVERY CHARGE: A charge per kWh or per kW to recover costs related to the Transmission system.
- 1.55. UP AND DOWN COSTS: All labor, material and other charges to install and/or remove POAUA's electrical facilities. The removal (down) costs will be reduced by the salvage value, if any, of any removed material.
- 1.71. VOLT-AMPERE: The apparent Power when one ampere flows between two points having a potential difference of one volt.

## 2. GENERAL PROVISIONS

### 2.1. *Introduction*

- 2.1.1. These Rules and Regulations define the terms and conditions of POAUA's agreement with a Customer to supply electric and related services, and except as otherwise provided in a written agreement between POAUA and the Customer, supersede any other policies or procedures.
- 2.1.2. Implementation and administration of these Rules and Regulations is supplemented by the appropriate Electric Rates and the Electric Service Specifications, all of which are available at POAUA's main business office, 27A Pinsbaari Drive, P.O. Box 330, Acoma, NM 87034. Upon request, POAUA will provide Customers with copies of the specifications relating to their service installations and a copy of the applicable Electric Rate. These Rules and Regulations and the Electric Rates are also available through the POAUA Web Site at <http://www.puebloofacoma.org>
- 2.1.3. If an issue arises which is not or is only partially addressed in these Rules and Regulations or other applicable documents, POAUA reserves the right to then consider the issue and implement policy or practice pertinent to it.
- 2.1.4. The citation or referencing of any document or portion thereof in these Rules and Regulations also means any applicable successor document or portion thereof.
- 2.1.5. The descriptive headings of the various sections of these Rules and Regulations have been inserted for convenience of reference only and in no way define, modify or restrict any of the terms and provisions thereof.
- 2.1.6. When used herein, the terms "include" and "including" mean without limitation, unless otherwise indicated.
- 2.1.7. The waiver by POAUA of any breach of any term, covenant, or condition herein contained will not be deemed a waiver of any breach of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
- 2.1.8. These Rules and Regulations shall be deemed approved by the Pueblo of Acoma and shall be construed and governed by the laws of the Pueblo of Acoma. Venue for any legal proceeding arising out of or in connection with these Rules and Regulations shall be exclusively in the Pueblo of Acoma courts located in Acoma, New Mexico.
- 2.1.9. These Rules and Regulations are enabled by the Utility & Solid Waste Services Tariff, which became effective on November 14, 2013. The purpose of the Tariff was to define Customer services and obligations related to the provision of electrical utilities and to establish the Fee Schedule for receipt of such services within the Pueblo of Acoma Reservation. It shall be the policy of the Pueblo of Acoma Utility Authority to operate, maintain and manage the public utilities and



shall be carried out through an efficient program and in a financially responsible, cost effective, and self-sufficient manner. These rules and regulations are adopted pursuant to the authority granted to the Utility Authority per Tribal Council Resolution No. TC-NOV-14-2013-VIa.

## **2.2. *Changes to POAUA'S Rules and Regulations and Standard Electric Rates***

- 2.2.1. POAUA may change these Rules and Regulations, any Electric Rates, or any other price, charge, minimum, demand charge, rate or other pricing term at any time, unless expressly agreed otherwise by a written contract. POAUA will give notice to all affected Customers at least five (5) business days prior to the effective date of a change to its Electric Rates. Notice will be deemed given when deposited in the United States mail.
- 2.2.2. POAUA's Utility Authority Board is authorized to make changes to these Rules and Regulations to conform with changes to the Electric Rates and other documents.
- 2.2.3. The Pueblo of Acoma determines the prices in the Electric Rates by Resolution of the Pueblo of Acoma Tribal Council. Questions about Electric Rates or proposed rate changes should be directed to POAUA management. Written questions may be submitted in any format, including electronic; however, all questions must be addressed to POAUA- by mail, to POAUA, 27A Pinsbaari Drive, P.O. Box 330, Acoma, NM 87034, or by email to [uabill@puebloofacoma.org](mailto:uabill@puebloofacoma.org). POAUA will acknowledge receipt of submitted written questions.

## **2.3. *Consumer Protection***

- 2.3.1. Confidentiality: POAUA will not release Customer information, account information and related proprietary information including, for example, the name, mailing address, service address, telephone number, account number and account usage to third parties for commercial or law enforcement purposes unless the Customer specifically waives the confidentiality of such information in writing or unless otherwise provided by court order.
- 2.3.2. Customer Complaints or Questions: If a Customer has a question or problem concerning electric services provided by POAUA, the Customer may call POAUA at 505-552-5131. The POAUA representative contacted will make every effort to resolve the issue informally or, if necessary, the Customer can submit a written complaint to the Customer Service Representative for review and response. If the Customer is dissatisfied with the resolution from the POAUA representative, the Customer may submit a written appeal to the Director, if the request is made within five (5) business days of the previously rendered decision. If the appeal is not resolved to the Customer's satisfaction, the Customer has the

right to request a hearing by the Utility Authority Board, if the request is made within five (5) business days of the written decision rendered by the Director. The Utility Authority Board will meet monthly, if needed, to hear matters and weigh evidence presented by the Customer(s) and the Director. The Customer has the right to have a representative at the hearing, to testify, and to present witnesses. The Customer has the right to examine the Utility Authority's records pertaining to the Customer service. In cases where the Utility Authority has notified a Customer of the Utility Authority's intent to involuntarily discontinue service and the Customer has requested a hearing, service will not be discontinued during the hearing process. In addition, the Customer has the right to a post-discontinuation hearing if there was no hearing before discontinuation, if such post-discontinuation hearing is requested within five (5) business days following the discontinuation of services.

### **3. PROVISION OF SERVICE - APPLICATION FOR SERVICE**

#### **3.1. General**

- 3.1.1. Except where special contract provisions prevail, POAUA provides service to a Customer under and in accordance with these Rules and Regulations. In applying for service, a Customer agrees to be bound by the terms and conditions of these Rules and Regulations, the Electric Rates, the Electric Service Specifications, Interconnection Guidelines for Generators, and the Agreement for Electric Service, if applicable.
- 3.1.2. Except for the initial service installation, POAUA will assess a Customer a reconnect fee each time POAUA is requested to re-establish Distribution service to that Customer if the customer is disconnected for non-payment. As necessary, POAUA may change the reconnect fee from time-to-time to reasonably compensate POAUA for associated costs. POAUA may also assess this fee for customers that request to be disconnected/reconnected more than twice per year.
- 3.1.3. In the case of a new service or a connection to an established service, a Customer, if requested by POAUA, will give information as to the following:
  - a) Purpose for which service is to be used including a description of major appliances, motors and other electric use equipment.
  - b) Location (service address).
  - c) Address to which bills are to be mailed.
  - d) Phone number Customer can be reached.
  - e) Whether the Customer is an owner, agent or a tenant of the premises.
  - f) Application to establish an active account will be accepted only from the Person accepting responsibility for billing payment, or an authorized agent thereof.

- g) Date Customer will be ready for service.
  - h) Whether premises have been previously supplied with electrical service.
  - i) When requested, sufficient financial information about the Customer to enable POAUA to evaluate a requested waiver of deposit, guarantee, Advance Toward Construction, extension of payment, or special Agreements for Electric Service.
  - j) Any other related information POAUA deems necessary to provide service under the terms and conditions of these Rules and Regulations, Electric Rates and the Electric Service Specifications.
- 3.1.4. POAUA will not provide service or install a meter until the Customer has satisfactorily complied with all of the following requirements:
- a) Unless otherwise provided herein, settlement of all outstanding indebtedness of the Customer due POAUA, including deposits, guarantees and Advances Toward Construction.
  - b) Installation of service entrance and wiring in compliance with the Electric Service Specifications.
  - c) Conformance to applicable requirements of governmental agencies having jurisdiction, including electrical inspection certification. Service will not be established until the Certificate of Residence Wiring Compliance has been obtained and not until the wiring installation has been inspected and approved by the Governmental Authority or Board having jurisdiction over same.
  - d) The POAUA is under no obligation to inspect Customer's wiring but reserves the right to inspect same and to refuse service to any installation which, in the opinion of the POAUA, is unsafe and may be detrimental to the service of other Customers.
  - e) Provision of adequate access to the premises for POAUA to install, read, maintain and remove POAUA's facilities.
  - f) The Customer's service characteristics and service requirements help determine the applicable Electric Rates. POAUA can help determine the most advantageous Electric Rate for the Customer. However, because of varying Customer usage patterns, POAUA cannot guarantee that the selected Electric Rate is the most economical. POAUA will not make any refunds if the Customer would have paid less for service had the Customer been billed on an alternate Electric Rate or rider.
  - g) If POAUA approves more than one Point of Delivery for a Building, in accordance with the provisions of Section 5.1.2 herein, a separate application will be made for each Point of Delivery.
  - h) POAUA will provide service under these Rules and Regulations without regard to race, creed, color, sex, marital status or national origin.
- 3.1.5. An application for service may be made by contacting a POAUA business office, by telephone or in person. For existing services, POAUA can switch the service

from one Customer to another Customer within 3 business days. For new services that have never received electric service, please contact the POAUA office.

- 3.1.6. In the event a Customer makes application for additional residential capacity, and pays all necessary cost, the POAUA shall install the necessary transformer capacity, service wires and other equipment required to adequately serve Customer's requirements. The facilities to be installed by POAUA shall extend to the point of contact on Customer's building or meter pole as herein before specified. The Customer shall install at his own expense the necessary switches, protective devices, service entrance cable extending from the point of contact with POAUA's wires to the point of utilization of service.

### **3.2.     *Non-Residential***

- 3.2.1. POAUA may require applicants for service in classifications other than residential to sign an Agreement for Electric Service which will state the particular Electric Rates under which the Customer will receive service and the terms thereof.
- 3.2.2. To be binding on POAUA, all promises, agreements, or representations made by an employee or agent of POAUA must be set forth in a written agreement, signed by a duly authorized employee or agent of POAUA.
- 3.2.3. Unless otherwise required by law, service may be discontinued upon expiration of the term stated in the Agreement for Electric Service under which service is rendered. Should POAUA, at its option, continue service beyond the term of the Agreement for Electric Service, such service will be under the terms and conditions provided in the current applicable Electric Rates. Continuance of service beyond the term of such Agreement for Electric Service will not constitute a waiver of POAUA's right to discontinue service for lack of an Agreement for Electric Service.
- 3.2.4. An application for service may be made by contacting a POAUA business office, by telephone or in person.

### **3.3.     *Conditions of Service - General***

- 3.3.1. Each type of electric service may not be available at a given location. Before making any installation or purchasing equipment, the Customer should inquire from POAUA as to the exact character of service which will be available at the Customer's service location. For very large installations or special applications, POAUA may supply service under terms and conditions other than those generally available.
- 3.3.2. For all Cogeneration or Small Power Production Facilities, the Customer must allow metering and monitoring equipment at the site of the generator in order to verify the reliability and quality of the electric Power connected to POAUA's electrical system. The type of metering and units to be metered shall be at

POAUA's option and POAUA shall require the metering to be installed at the Customer's expense. Meters and the location of metering will conform to the specifications, terms, and conditions outlined in Section 5.6 herein.

- 3.3.3. POAUA may require that any Load for which the use of electricity is intermittent or that causes excessive fluctuations or distortions of POAUA's voltage be supplied through a service separate from all other Loads, or that the Customer provide, at the Customer's expense, suitable equipment to reasonably limit the voltage fluctuations or distortion. Examples include hoists, welders, X-ray machines, furnaces, motors, and other equipment of a character whose operation may impair service to other Customers. Reasonable limits for voltage distortion, measured at the point of common coupling (PCC) include, but are not limited to, harmonics as specified in the Institute of Electrical and Electronic Engineers (IEEE) Standard 519, latest edition, "IEEE Recommended Practices and Requirements for Harmonic Control in Electric Power Systems."
- 3.3.4. Frequency, Voltage and Phase: Service supplied will be alternating current at a regulated frequency of approximately 60 hertz. Single-phase and three-phase services with accompanying voltages are set forth in the Electric Service Specifications.
- 3.3.5. Motor Loads, Alternating Current: Motor Loads are subject to limitations set forth in the Electric Service Specifications.

### **3.4.     *Standard Electric Rates***

- 3.4.1. Standard Electric Rates are published by POAUA. These rates are updated periodically. Copies of the Standard Electric Rates are available at POAUA's Office or on POAUA's website: [www.puebloofacoma.org](http://www.puebloofacoma.org).
- 3.4.2. Customers should consult the published Standard Electric Rates to determine applicability.
- 3.4.3. The General Service Rate Classification shall apply to all uses usually considered in the public utility industry as domestic or residential. The Commercial Service Rate, Large Power Service Rate and Lighting Service Rate Classification shall apply to services other than residential or domestic services.
- 3.4.4. The Customer shall not be eligible to receive service under any rate unless the Customer qualifies for same and/or all necessary and required wiring and equipment changes shall be at the expense of the Customer.
- 3.4.5. General Service Rates provide for single phase 3-wire, 120/240 volt service, for single phase meter operation. Service under such schedules shall not be used for the operation of individual motors with a name plate rating in excess of 10 HP unless special permission is obtained from the POAUA.

- 3.4.6. In addition to specific Electric Rates, certain riders may be available to Customers. Customers should consult the published Electric Rates and the associated riders to determine applicability.
- 3.4.7. POAUA requires a written agreement with an initial term of five (5) years for security lighting installations.
- 3.4.8. Purchased Power Adjustment: POAUA may increase or decrease the price of Purchased Power Adjustment in the Electric Rates based on changes in the average cost of purchased power.

## **4. MONETARY PROVISIONS - GUARANTEES, DEPOSITS AND ADVANCES**

### **4.1. *Form of Security***

- 4.1.1. Generally, POAUA will require a cash deposit to secure payment of an account or accounts for electricity and related services provided by POAUA to a Customer whenever, in POAUA's sole determination, there is significant risk of non-payment of indebtedness. In its determination, POAUA may consider the Customer's payment history with POAUA, the Customer's payment history with other creditors, and the level of services provided by POAUA, among other factors.

### **4.2. *Deposit Determination***

- 4.2.1. Deposits shall be calculated as follows:
  - a) The deposit amount shall be two times the highest monthly bill during the previous 12-month history at that location
  - b) If there is no history or less than 12 months of history at that location, then the deposit amount shall be equal to two months of bills as estimated by POAUA.
- 4.2.2. POAUA reserves the right to assess new or additional deposits and reinstate a deposit requirement on an existing customer if the POAUA payment history, financial condition, or credit worthiness, as determined by POAUA, warrants such action. POAUA may assess new or additional deposits or reinstate a deposit on any account where the bill has not been paid by the due date on at least three occasions in the last 12 months, the customer has incurred one returned check in the last 12 months, or the account has been disconnected for non-payment.

### **4.3. *Refunds of Deposits***

- 4.3.1. POAUA will return cash deposits to the Customer when service is discontinued after first applying the deposit to any amounts owed to POAUA.

- 4.3.2. POAUA will refund cash deposits on accounts after the Customer has established a credit history satisfactory to POAUA, which is typically 12 months. Refunds will be made by check, by application to the account, or by other appropriate mechanism as determined by POAUA. Funds will remain with POAUA for a minimum of one year and will be returned when operationally feasible.

#### **4.4. *Waiver of Deposit***

- 4.4.1. POAUA, at its discretion, may waive or reduce a security deposit when, for example:
- a) The risk of loss is insignificant, or
  - b) The maximum credit exposure under POAUA's standard payment terms is nominal.
- 4.4.2. POAUA may require a deposit and/or additional deposit or reinstate the deposit requirements based upon the Customer's creditworthiness, as determined by POAUA, e.g., when the Customer's billings exceed limits determined by POAUA, or when any other situation could adversely impact POAUA.

#### **4.5. *Advances Toward Construction***

- 4.5.1. General:
- a) POAUA does not pay interest on Advances Toward Construction.
  - b) If POAUA must add to or enlarge its facilities due to the increased Load of an existing Customer or the projected Load of a new Customer, POAUA may require the Customer to pay an Advance Toward Construction.
  - c) POAUA may require a Customer who requests relocation, modification or other alteration of POAUA's facilities to make an Advance Toward Construction to the extent that the facility changes are for the benefit of the Customer.
  - d) POAUA may require an Advance Toward Construction for any design and construction performed at the Customer's request and which is not specifically covered by the Rules and Regulations. Work will begin only after POAUA determines the proper Advance Toward Construction and any necessary additional terms and conditions.
  - e) POAUA will require a Customer who requests temporary service facilities to make an Advance Toward Construction in the amount of the estimated Up and Down Costs prior to POAUA doing any work.
  - f) POAUA may require an Advance Toward Construction for the facilities required to serve any Load which, based on POAUA's estimate, will not provide POAUA an adequate return on investment.
  - g) For Distribution systems in master planned areas and commercial/industrial subdivisions, POAUA may require an Advance Toward Construction. For Service Laterals, POAUA requires the Customer or developer to provide all trenching,

backfill, boring and conduit when facilities are requested or required to be placed underground, or make an Advance Toward Construction for the cost of such work.

- h) POAUA may require an Advance Toward Construction for any facilities that will be installed within the Customer's property to provide service to the Customer.

#### 4.5.2. Line Extensions:

- a) Any distribution Line Extension or reconstruction of existing facilities will be individually evaluated. Such Line Extension or reconstruction may require an Advance Toward Construction.
- b) For underground cable Extensions, POAUA may require a Customer to provide or pay an Advance Toward Construction to POAUA for the cost of all trenching, backfill, boring and conduit. POAUA may also require a Customer to pay an Advance Toward Construction for the additional cost of providing an underground extension versus an overhead extension.
- c) See Section 5 herein for additional information about line extensions.

#### 4.5.3. Design Fees:

- a) For new construction or modification to existing services, POAUA may assess Design Fees for the engineering or other planning work required. Design Fees will be calculated on a "per amp" basis based on the panel or Service Entrance Section (SES) per the amounts listed in Section 7.2. Design Fees under this paragraph are non-refundable.
- b) For new construction or modifications to existing facilities that are not associated with new or modified services, POAUA may assess Design Fees based on POAUA's estimate of the cost to provide the design work. Design Fees under this paragraph are refundable based on the amount of the Design Fee spent only if the project is less than 50% designed and no POAUA construction activities have taken place.
- c) Re-Design Fees: Once a design is provided to the customer and the customer accepts the design and pays the Advance Toward Construction, any redesign requested by the customer will be paid for by the customer based on an estimate of re-design costs prior to the re-design.

### **4.6. Refunds of Advances Toward Construction**

- 4.6.1. POAUA will refund any Advance Toward Construction designated as refundable, according to the terms of the Agreement for Electric Service.
- 4.6.2. To be eligible for refund, the Customer must make a refund request and there must be satisfactory supporting documentation within the time frame provided in the Advance Toward Construction agreement. POAUA will make a reasonable effort to pay refunds due within 30 days of a timely request by the Customer.



- 4.6.3. POAUA will not make cash refunds of Advances Toward Construction unless the Customer's bills have been paid in full. POAUA may apply such refunds to any amounts owed to POAUA by the Customer.
- 4.6.4. If a new service which utilizes facilities installed and paid for under an existing Customer's Agreement for Electric Service is installed within 12 months of the existing Customer's Agreement for Electric Service, a portion of the material and installation fee may be refundable to the existing Customer based on the amount of facilities utilized by the new Customer. Refunds will only be made to the original service Applicant and only if the electric service account installed under that Agreement has remained in the name of the Applicant that signed the Agreement for Electric Service.

#### **4.7. *Billing and Payment - Meter Readings***

- 4.7.1. POAUA will read meters or calculate meter readings at regular intervals, normally 30 calendar days. If, for any reason, the meter reading interval exceeds or falls short of the regular interval by 5 calendar days or more, POAUA may prorate the charges in the applicable Electric Rate. At its sole discretion, POAUA may change the frequency of meter reading.
- 4.7.2. For Customers starting or ending electric service under any Electric Rate, POAUA may prorate the monthly charges based on the number of days that service was provided during that month.
- 4.7.3. POAUA may compute bills under any Electric Rate based on a reasonable usage estimate made by POAUA if any of the following conditions apply:
  - a) The meter fails to register accurately;
  - b) The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, or another deterrent;
  - c) Service is temporarily supplied without a meter;
  - d) A contrivance (See Section 4.13 Fraud) has been used to circumvent the accurate registration of metering devices; or
  - e) The meter reading schedule has been officially changed so that readings are taken at other than monthly intervals and estimation is necessary to compute the monthly bill.
- 4.7.4. Any failure of POAUA to render a complete monthly bill shall not be a waiver of POAUA's right to payment for services supplied by POAUA.
- 4.7.5. Meters will be considered accurate for billing purposes when their registered usage is maintained within 3%, plus or minus, of 100% accuracy. The range will not exceed this variation except when such allowable range is otherwise specifically delineated by special contractual provisions.
  - a) When a meter test confirms the registered usage variation to be in excess of the allowable variation, POAUA will adjust the billing, either debit or credit,

retroactively for a time period reasonably estimated by POAUA to be the period of the metering error.

- b) POAUA will test the meter at the Customer's request. When a requested meter test confirms that registered usage is within the registration accuracy standards, and the meter was tested or replaced within the previous 12 months, POAUA may assess the Customer a service fee.
- 4.7.6. When the Customer's service entrance is energized for the Customer's convenience, but unmetered, the Customer will pay POAUA a daily charge determined by POAUA.

#### **4.8. *Billing and Terms***

- 4.8.1. POAUA will send the Customer a bill for electric services provided by POAUA and other POAUA charges. Except as provided in the Payment Dispute Section of these Rules & Regulation or agreed in writing by POAUA, the Customer must pay the bill before it becomes delinquent.
- a) If one or more of the applicable charges of the Electric Rates change during a Billing Period, POAUA may prorate the charges accordingly.
  - b) Unless otherwise provided in these Rules and Regulations, a charge may be imposed for connection or reconnection of service. A service fee may also be charged for other POAUA actions related to a Customer's account.
  - c) POAUA increases or decreases bills in proportion to any taxes, fees, or charges (excluding federal or state income taxes) levied or imposed by any governmental authority and payable by POAUA for any services, Power, or Energy provided by POAUA.
- 4.8.2. Bills will be delinquent unless payment is received by the due date listed on the bill. POAUA may charge interest on all delinquent amounts owed to POAUA at a rate not to exceed the maximum legal interest rate and may assess a late payment fee on delinquent amounts.
- 4.8.3. At the option of POAUA, kW Demand for billing purposes will be determined on a connected Kilovolt-Ampere load basis for spot welder and arc welding machines, X-ray apparatus, or any other intermittent or fluctuating Loads. A Customer should consult POAUA before installation of any such equipment.
- 4.8.4. When a Person causes POAUA to incur unusual administrative, labor, material, or other costs, POAUA may assess a fee to recover such costs.
- 4.8.5. POAUA may disconnect any account for non-payment. See Sections 4.11 and 4.12 herein for more information.
- 4.8.6. POAUA will accept cash, credit card, or check for payment of amounts owed. Customers whose checks that are returned by the bank to POAUA for insufficient funds or other reasons will be assessed a Returned Check Fee per Section 7 herein. Customers whose checks have been returned are still responsible for

making payments on their account and will be responsible for all penalties and fees.

#### **4.9. *Payments***

- 4.9.1. If a payment (i.e., check) is returned to POAUA by customer's financial institution, POAUA will require immediate payment. The payment must be made with cash, cashier's check, VISA Card, MasterCard or money order at POAUA's business office the same day you are notified. Customer will be charged a fee for processing the returned payment item.
- 4.9.2. If the customer has been notified of a pending disconnection, or has been disconnected, and the customer's payment to POAUA (to maintain continuity of service, or to reinstate service following disconnection) is returned by the customer's financial institution, the customer's service will be disconnected without further notice.
- 4.9.3. If the customer has one or more returned payments in a 12-month period, POAUA will designate the customer as "cash only." Payment will then need to be made with cash, cashier's check, or money order for the next 12 months.

#### **4.10. *Residential Bill Payments by Third Parties***

- 4.10.1. POAUA will accept payment from the District or Community. It is the Customer's responsibility to inform POAUA that the payment will be made by the third party.

#### **4.11. *Partial Payments***

- 4.11.1. POAUA will accept partial bill payments from the customer. To keep the account from being disconnected, the amount paid must be at least 50% of the outstanding bill and less than \$100 by the date the disconnect is scheduled.

#### **4.12. *Payment and Billing Disputes***

- 4.12.1. The Customer should notify POAUA of discrepancies in POAUA's billing for services provided. POAUA will not consider the amount in dispute for collection action until POAUA has verified that the bill was correct, provided the Customer notifies POAUA of the claim before the amount becomes delinquent and pays all other amounts billed by POAUA.
- 4.12.2. A residential Customer dissatisfied with POAUA's determination may appeal the decision in accordance with Section 2.3.2.
- 4.12.3. Adjustments for billing inaccuracies and/or errors shall be limited to the most recent twelve (12) month period and will be handled consistent with reasonable utility practices. However, the POAUA's Director may override the allowable time period. The adjustments shall be made as follows:

- a) Notify the customer of the billing inaccuracy and/or error.
  - b) Correct the billing inaccuracy and/or error without additional fees charged to the customer for any under-billings.
  - c) Bill the customer for any under-billings associated with the inaccuracy and/or error for the most recent twelve (12) month period.
  - d) Refund to the customer the actual amount of any over-billings associated with the inaccuracy and/or error for the most recent twelve (12) month period.
  - e) For residential customers only, over-billings will be refunded, and under-billings will not be billed.
- 4.12.4. Exceptions to Twelve (12) Month Rule
- a) Where service has been established but no bills have been rendered, corrected charges for under-billings shall go back to the date service was established.
  - b) Where there is evidence of meter tampering or energy diversions, corrected charges for under-billings shall go back to the date meter tampering or energy diversions began, as determined by POAUA.
  - c) Where lack of access to the meter (caused by the customer) has resulted in estimated bills, corrected charges for under-billings shall go back to the billing month of the last Company obtained meter read date.
- 4.12.5. Disposition of billing errors:
- a) Refunds or credits to customers resulting from over-billings will be made promptly.
  - b) Corrected charges for under-billings shall be billed to the customer who shall be given an equal length of time such as number of months under-billed to pay back any monies owed without late payment penalties, except payment with penalties will be due immediately in cases of meter or equipment damage, tampering and/or unauthorized use.
  - c) If the account is billed on a special contract or non-metered rate, corrected charges for under-billings shall be billed in accordance with the contract or rate schedule requirements.
  - d) POAUA may forgo billing and collection of corrected charges for an under-billing if Company believes the cost of billing and collecting the under-billing would not justify pursuing the under-bill.

#### **4.13. Collection of Terminated Accounts**

- 4.13.1. A Customer whose account has been terminated will be issued a final bill, which must be paid in full upon presentation. If a final bill becomes delinquent, POAUA may use any legal means available to collect the amount due. The Customer will reimburse POAUA for all costs and expenses incurred by POAUA to collect the amount due.

- 4.13.2. If POAUA disconnects an account for non-payment and the Customer does not pay the account in full, POAUA may pursue any legal means available to collect the amount due. The Customer shall reimburse POAUA for all costs and expenses incurred by POAUA, including, but not limited to, legal expenses, to collect the amount due.

#### **4.14.     *Discontinuance and Reconnections***

- 4.14.1. Failure of POAUA at any time to suspend the delivery of service, to terminate an Agreement for Electric Service, or to seek any other legal remedy upon default or breach by the Customer will not affect POAUA's right to seek any such remedies for the same or any future default or breach by the Customer. If a Customer fails to perform as required by these Rules and Regulations, the Electric Rates, the Electric Service Specifications or the Customer's Agreement for Electric Service, if any, POAUA may disconnect service. POAUA also may disconnect service to the Customer when necessary to comply with any law or regulation applicable to POAUA or Customer, or by order of a governmental entity having jurisdiction.
- 4.14.2. Fourteen calendar days prior to disconnecting service for a delinquent POAUA billing, POAUA will mail (to the mailing address on record) or personally deliver to the Customer a written notice stating the delinquent amount and that POAUA intends to disconnect service unless the delinquent amount is promptly paid. This notification requirement does not apply to delinquent extensions for payment of prior billings when a 14-day notice was previously given, or to delinquent extensions for payment of deposits or other up-front charges which were billed as a courtesy to the Customer, or to insufficient funds regarding the Customer's payment.
- 4.14.3. Once POAUA disconnects service, POAUA will not reconnect service until the Customer (a) applies for service; (b) pays all amounts the Customer owes POAUA, including but not limited to a charge for the cost of disconnecting and reconnecting service; and, (c) corrects the condition that resulted in the disconnection. POAUA may require an additional security deposit based on its evaluation of the Customer's creditworthiness.
- 4.14.4. Winter shut-off protection notice Protection from winter shut-off begins November 15<sup>th</sup> of the current year. To avoid potential disconnection of services, please call the N.M. Human Services Department at 800-283-4465, or the appropriate tribal or pueblo entity for eligibility information for the Low Income Heating Energy Assistance Program (LIHEAP). Your service will not be disconnected from November 15<sup>th</sup> through March 15<sup>th</sup>, if you qualify for LIHEAP and you remain current on any payments you owe under a payment plan, or as of November 15<sup>th</sup>, you have no past due amounts. For more information call the Human Services Department at 800-283-4465 or your local electric cooperative.

Members of New Mexico tribes or pueblos who need help with translation or with other matters may contact the N.M. Public Regulation Commission's consumer relations division at 888-427-5772, which will contact the appropriate tribal or pueblo official for assistance.

#### **4.15. Fraud**

- 4.15.1. A Customer may not connect a wire or contrivance to any apparatus used by POAUA to supply electricity to a Customer, nor can the Customer provide power to any device by induction from POAUA's lines, in such manner that the Customer takes electricity which is not properly metered. No meter or other instrument installed for measuring the quantity of electricity consumed may be wrongfully obstructed, altered, injured or prevented from functioning.
- 4.15.2. When a meter seal has been broken by someone other than POAUA's personnel, POAUA may assess a reconnection fee to the Customer's billing. Bills for unauthorized use of electricity may include the full cost or expense incurred by POAUA to investigate and confirm diversion of electricity. POAUA also reserves the right to impose additional charges, as it deems appropriate, when a provision of this Section (4.15 Fraud) has been violated. Bills for all such charges are due and payable immediately upon presentation unless otherwise agreed to by POAUA. See the fee schedule in Section 7.2.
- 4.15.3. If POAUA has evidence that any of the conditions listed above exist, POAUA may, at any time, without notice, discontinue the supply of electricity to the Customer and remove the meter or meters, apparatus and wires, and any evidence of the condition.
- 4.15.4. POAUA will charge the Customer for periods of unmetered service, estimated using data from available records and information. In the event of damage to meters or service equipment, the current Customer of record shall pay POAUA based on estimated Energy usage not previously billed as well as any POAUA costs associated with restoring proper metering or service.
- 4.15.5. If POAUA disconnects service to the Customer because of a violation of these Rules and Regulations, POAUA will not restore service to the Customer until all amounts due POAUA have been paid. POAUA will include the full cost or expense incurred by POAUA in charging the customer for the removal and reinstallation of the meter or meters, apparatus and Service Lateral. The Customer's service entrance must comply with POAUA's then current Electric Service Specifications before it can be re-energized.
- 4.15.6. POAUA reserves the right to prosecute the Customer in Court for fraud.

#### **4.16. *Other Reasons for Discontinuance***

- 4.16.1. POAUA may terminate its Agreement for Electric Service and suspend the delivery of service for any other default or breach of the agreement by the Customer, but POAUA will not terminate or suspend service without first giving written notice to the Customer, stating in what particular way the agreement has been violated. Such notice need not be given in the event of a short circuit on the Customer's side of the Point of Delivery, nor in the event that utilization of the service by the Customer is a safety hazard or may cause damage to Persons or property.
- 4.16.2. Upon prior written notice, POAUA may terminate or suspend the delivery of service if POAUA is not permitted proper access to POAUA Lines or equipment necessary to provide service to the Customer or to read the meters on the Customer's premise.

#### **4.17. *Resale of Energy Purchased from POAUA under Standard Electric Rates***

- 4.17.1. Without written notice to and assent from POAUA, a Customer may not resell, redistribute, or re-deliver electric Power and Energy supplied by POAUA except as stated in this Section.
- 4.17.2. Written notice is not required if the owner or legal tenant of the premises being served elects to accept delivery of Power and Energy to all facilities through one Point of Delivery, which is measured through one meter for distribution only to lessees and the owner or tenant owns all wiring on the Customer side of the meter.
- 4.17.3. The owner or legal tenant, who elects to accept delivery of Power and Energy to all facilities through one Point of Delivery, which is measured through one meter for distribution to lessees, will be responsible for the expense, installation and maintenance of sub-meters or other devices installed in the Customer's distribution system to determine the lessees' electrical usage.
- 4.17.4. If a Customer violates any provision of this Section, POAUA may disconnect the supply of electric Power and Energy, may refuse to supply electricity and will have the right to use any other available legal remedy to enforce compliance with such provision of this Section.

### **5. CONSTRUCTION**

#### **5.1. *General***

- 5.1.1. The POAUA reserves the right to refuse service whenever the Customer's installation does not conform to these Rules and Regulations, the Rules and Regulations of the National Board of Fire Underwriters as set forth in the latest

edition of the National Electric Code or to such supplementary wiring specifications as may be established by the POAUA.

- 5.1.2. Lines, equipment, and electric connections necessary to supply service to the Customer will be provided by POAUA in accordance with accepted utility engineering practice and subject to the applicable conditions and provisions of these Rules and Regulations. All connections to POAUA's Lines will be made by POAUA unless otherwise agreed to in writing by POAUA.
- 5.1.3. Only one Service Lateral per Building will be constructed, and service will be supplied only under a single set of conditions, such as voltage and number of phases, except that, where two or more Classes of Use are required or if, in POAUA's opinion, the Building is exceptionally large or has extraordinary electric capacity requirements, POAUA may approve more than one Point of Delivery to the Building. Separate applications for service must be made for each delivery and each must be metered separately.
- 5.1.4. POAUA reserves the right, at any time, to designate the location of its Lines on a Customer's premises and the location of the Point of Delivery and/or Customer's Service Equipment. Customer's Service Equipment must be installed in accordance with POAUA's Electric Service Specifications and must meet all applicable codes.
- 5.1.5. If POAUA is not given adequate assurance of a satisfactory return on investment to extend its facilities, POAUA will extend those facilities only after satisfactory arrangements have been made with the Customer to reimburse POAUA for the cost of the required installation and the cost of operation thereof.
- 5.1.6. Upon POAUA's request, the Customer must allow installation and maintenance of electric utility facilities located upon the Customer's assigned property.
- 5.1.7. Whenever the service requested by the Customer is temporary, special, short term or emergency, (such as for building contractors) a charge will be made for each such temporary service so long as not more than a normal single phase "service drop" is required. All such temporary service drops shall be supported on a pole, post or other supporting member approved by the POAUA, but which shall be furnished and installed by the Customer at their expense. Whenever more construction is required for such temporary connections, a written application or contract will be required which will cover the period of service, character of service and extra charge for installation and removal of the required service connections, transformers and accessory equipment, together with all material, labor and other expense incidental thereto.
- 5.1.8. If the Customer requests relocation or removal of POAUA's facilities upon or from the premises of the Customer, such relocation or removal will be made at the expense of the Customer.
- 5.1.9. If electrical service to a location is terminated, POAUA may, in its sole discretion, either remove its Service Lateral or leave all or any portion of such Service



Lateral in place. If any portion of the Service Lateral is not removed by POAUA and any authorized person, including the owner or lessee of the premises, requests relocation or removal of such Service Lateral, the relocation or removal will be made at the expense of the owner of the land assignment.

- 5.1.10. POAUA will provide line extensions and service laterals subject to these Rules and Regulations, for Residential and non-residential services. All Line Extensions shall be made using overhead construction unless special construction effort is needed. The line to be installed will be measured along the shortest practical distance, as determined by POAUA. Any line to be installed in excess of this length for the convenience of the Customer shall be paid for by the Customer as an Advance Toward Construction. Line Extensions that require special construction efforts, underground lines, special maintenance efforts, or that increase the cost of such extensions may require an Advance Toward Construction.
- 5.1.11. Any overhead or underground Extension not specifically addressed by these Rules and Regulations will be constructed only after special study by POAUA to determine the non-refundable Advance Toward Construction and/or additional terms and conditions.

## **5.2.      *Construction - Line Extensions***

- 5.2.1. POAUA will extend its Lines to serve a Customer where such Lines are contiguous to the existing electrical utility system; i.e., an extension must be a branch from, a continuation of, or an addition to, an existing POAUA Line or a line that POAUA has authorization from the owning utility to make interconnection.
- 5.2.2. POAUA may construct Line extensions with greater Capacity than that required by the Customer's electrical Load. The Customer will not be required to bear the cost of such additional Capacity unless the excess is specifically requested or needed to supply anticipated Load growth of the Customer.
- 5.2.3. Customers that connect to a Line that was extended by another customer and POAUA increased the capacity of that line in preparation for the new customer are required to pay their portion of the line capacity upgrade when they are ready for electric service.
- 5.2.4. Distribution Line extensions must be agreed to in an Agreement for Electric Service by the Customer(s) and POAUA. Such agreements may require for a payment of an Advance Toward Construction as set forth in Section 4.5. The Advance Toward Construction shall be the cost for construction (and removal if service is temporary) unless otherwise determined in these Rules & Regulations.
- 5.2.5. When a Customer requests electric service that requires a three-phase Line Extension, POAUA will extend any three-phase feeder Line required to serve the

Extension if (a) in the opinion of POAUA, the feeder Line will promote the overall efficiency and reliability of its electric system; (b) the feeder Line is a continuance of POAUA's existing three-phase Distribution system; (c) the remaining capacity of the existing feeder is greater than the sum of the Loads of the Customers for whom the Extension and any adjacent Extension is being constructed; and (d) the Customers executes of an Agreement for Electric Service and agrees to pay an Advance Toward Construction as set forth in Section 4.5.

- 5.2.6. All line extensions are subject to the conditions of Section 4.5 Advance Toward Construction.

### **5.3. *NonResidential Service***

- 5.3.1. POAUA will provide and install an overhead Service Lateral of up to 100 feet in length from an existing overhead transformer or secondary line, provided:
- a) the point of attachment is within the distance limits established by POAUA's construction and electrical standards,
  - b) that adequate clearance can be maintained from any obstructions or hazards, and
  - c) that the existing transformer or secondary has adequate capacity to serve the load.
- 5.3.2. If extra facilities are necessary because of excessive distance, voltage drop, or obstructions, an Advance Toward Construction may be required as set forth in Section 4.5.
- 5.3.3. Where only underground Lines are available or permissible, overhead Service Laterals will not be constructed to serve Customers.
- 5.3.4. For service laterals, if underground service is requested and overhead service could be provided, the customer shall pay the differential cost between the overhead service lateral and the underground service lateral subject to the distance limitations established by POAUA as well as any other charges for the service as set forth in Section 4.5.
- 5.3.5. For primary extensions and transformer installations, an Advance Toward Construction will be required.
- 5.3.6. All service shall normally be single phase 120/240 volts except where 3-phase facilities are already installed immediately adjacent to Customer's point of service. The POAUA reserves the right to refuse to extend or install 3-phase facilities to serve motors individually rated at 10 HP or less and to furnish only single-phase service for such motors. Where 3-phase facilities or extensions are required, the cost of same will be covered by written agreement.
- 5.3.7. Three phase service will be furnished only where existing 3-phase facilities are already installed or where such facilities may be extended at the option of the POAUA.

#### **5.4. Residential Service Laterals (non-Subdivision)**

- 5.4.1. At POAUA's expense, POAUA will extend electric service to any permanent consumer provided that the total construction investment required does not exceed a construction credit of three thousand dollars (\$3,000.00), provided:
- a) the home is being built by the homeowner and not any portion of the Governmental Unit.
  - b) the service is for a single home and not in a residential subdivision,
  - c) that the existing facilities have adequate capacity to serve the load,
  - d) that adequate clearance can be maintained from any obstructions or hazards, and
  - e) if extra facilities are necessary because of excessive distance, voltage drop, or obstructions, an Advance Toward Construction may be required as set forth in Section 4.5,
  - f) that the customer opens the trench and provides and installs all conduits, pull boxes, and pads as required by POAUA.

#### **5.5. Residential Service Laterals (Subdivision)**

- 5.5.1. Residential subdivisions are defined as land subdivided for three or more homes. Such residential subdivisions will be served per §5.2 Construction - Line Extensions

#### **5.6. Other Construction Standards**

- 5.6.1. Building and Service Entrance:
- a) Customers will provide all wiring within Buildings on their premises and between the Buildings and the service entrance. The location of the service entrance must be approved in advance by POAUA.
  - b) The Customer must install, always operate and maintain electrical installations to be safe and adequate . The POAUA Electric Service Specifications may be used as a guide. Sections of these specifications relevant to the Customer's installation will be furnished upon request. The Electric Service Specifications are subject to such additions and revisions required to remain current with code changes and POAUA policy.
  - c) POAUA is not obligated to inspect the Customer's wiring or electrical installation. POAUA may refuse or discontinue service to a Customer if, in POAUA's opinion, any portion of the Customer's installation is unsafe or creates a safety hazard.

#### **5.7. Meters and Equipment**

- 5.7.1. POAUA will furnish and install the meter or meters to measure the electricity used by the Customer. The POAUA meter or meters may be installed on the

Customer's side of the Point of Delivery and will remain the property of POAUA. The Customer must furnish sufficient space and proper devices for the installation of meters. The meter location must be approved by POAUA and must offer adequate protection of metering equipment. The location must also provide sufficient space and reasonable access for service and meter reading functions. Any Customer contemplating a change in installation or location of meters or equipment must file the proper application for such change with POAUA. After an application has been filed, POAUA may grant to the Customer or Customer's agent permission to access the service entrance meter area.

- 5.7.2. The Customer shall furnish and maintain a suitable meter location on his premises that is satisfactory to the POAUA. No meter shall be installed in any location where it may be unnecessarily exposed to heat, cold, dampness or other cause of damage, or in any unduly dirty or inaccessible location. All meters installed shall normally be of the outdoor type and the meter socket for same shall be mounted at a height of not less than 4 feet nor more than 6 feet above the ground or floor line, as the case may be. There shall be an unbroken, exposed conduit or approved service entrance cable run from the service entrance cap to the socket.
- 5.7.3. Customer's electrical contractor shall install at Customer's expense, subject to POAUA's approval, the meter socket. In addition, the Customer shall install, own and maintain at his expense all necessary wiring extending from the point of attachment (where POAUA's service wires connect to Customer's building or metering pole) to the meter and continuing to Customer's service entrance switch and Customer's wiring installation. At the point of contact where POAUA's service wires are attached to Customer's building, the Customer shall provide and leave sufficient length of Customer's service entrance cable or wires for a "loop" so that POAUA can properly connect same to POAUA's service wires.
- 5.7.4. The Customer must protect all property of POAUA, including but not limited to Lines, meters, structures, and other equipment located on the Customer's premises, from theft, damage or interference.
  - a) The Customer shall be responsible for loss of or damage to POAUA property located on the Customer's premise arising from the Customer's neglect, carelessness or misuse and shall reimburse POAUA for the cost of necessary repairs or replacements.
  - b) The Customer must notify POAUA of any failure of POAUA equipment.
- 5.7.5. POAUA will install one meter or set of measuring devices for each Service Lateral, except where individual metering is necessary to bill multiple Customers or different Classes of Use.
- 5.7.6. The meter socket shall be located so that it is entirely on the outside of the building. In the event that a porch, wall, fence, or any other restraining structure or object is built that may or may not be locked but prevents direct access to the meter locations, the meter socket and/or service conduit or cable shall be moved

to an accessible location at the expense of the Customer. Whenever the construction of a building on an adjacent lot prevents proper access to any meter, or access to the point of attachment of service conductor, the Customer shall move the service entrance conductor to a location which will be accessible to POAUA's employees.

- 5.7.7. Where more than one meter is required for a building such as an apartment house, all of the meter sockets shall be located in the same place and must be individually numbered and identified according to apartment. The service entrance switch and cabinet shall be installed as near the point of service entrance as practicable.
- 5.7.8. A Customer desiring the advantages of having the total electrical usage at a given premise or enterprise billed as a unit must bring wiring to a central point so that the entire Load for a given type of service may be supplied through a single Service Lateral and one meter.
- 5.7.9. When two or more Classes of Use exist within a Building, a separate application must be made for each Class of Use. POAUA may require that each Class of Use be metered separately. Different Classes of Use may be supplied through a separate Service Lateral at the sole discretion of POAUA.
- 5.7.10. When two or more meters are to be installed on the same Building to service different Customers, they must be grouped at a common point. The meter loops for each Customer must be clearly designated. Arrangements of meter loops and meter boards must be made by the Customer or owner of the Building at a location or locations to be designated by POAUA and must be installed in accordance with the Electric Service Specifications or as required by authorized governmental agencies having jurisdiction.
- 5.7.11. In order to obtain service under the standard Residential Rate, the owner of an apartment house, or a single family house which is converted or constructed so as to contain separate and individual living quarters or dwelling units for more than one family shall install at his expense separate wiring for each dwelling unit so that each service can be metered separately. Unless each dwelling unit is wired and metered separately, all service will be billed by the POAUA under the applicable Commercial Rate or Large Power Rate. Where such separate metering is desired for each dwelling unit the POAUA will, upon being notified in writing by the Customer that all of the wiring of the building has been so arranged and installed in accordance with the POAUA's specifications and usual practices, install the necessary meter at no cost to the owner and such service will be billed under the Residential Rate.
- 5.7.12. Where more than one meter is required for a building such as an apartment house, all the meter sockets shall be located in the same place and must be individually numbered and identified according to apartment. The meter base will be socket type and shall be placed at a minimum height of four (4) feet and a maximum

height of six (6) feet from the ground or floor line affixed only to a meter pole or a building. Service contact to a pole shall not be less than sixteen (16) feet from the ground level. Contact to a building shall not be less than ten (10) feet from the ground level. A meter pole furnished, installed and maintained by the Customer shall be at least a treated pole, not less than six (6) inches in diameter at the smallest point or equivalent, and 20 feet long, properly guyed when necessary to receive electric service.

- 5.7.13. Metering transformers, if required, will be furnished and installed by POAUA. An Advance Toward Construction may be required for them.
- 5.7.14. Except as may be provided in the Customer's Agreement for Electric Service, any device or equipment installed by POAUA on the Customer's premises will be owned and maintained solely by POAUA regardless of any Advance Toward Construction or deposit which may have been provided.
- 5.7.15. If a Customer, such as the operator of a mobile home park, desires that the master meter being used to bill the Customer be replaced with multiple meters billed individually to individual tenants, the Customer shall contact POAUA regarding the matter. POAUA will then inspect the Customer's premises and determine the physical changes required to convert from master metering to individual metering. The Customer may be required to pay an Advance Toward Construction for any new or upgraded facilities POAUA determines are necessary. The Customer will also be responsible for removal of all Customer-owned electrical facilities no longer required to provide electric service.
- 5.7.16. All service entrance conductors for all new service shall be installed in accordance with the National Electric Safety Code or any other Governmental laws as well as the Rules and Regulations of the POAUA then effective.
- 5.7.17. The Customer's entrance switch for all new 3-wire services shall not be less than 100 ampere capacity or equal to the capacity of the service entrance cable, whichever is greater.

## **5.8.     *Point of Delivery***

- 5.8.1. In all cases, POAUA will determine the Point of Delivery.
- 5.8.2. In no case shall a meter for a single residence be installed inside the building or enclosed by fencing.
- 5.8.3. The Customer is responsible for construction, operation and maintenance of the Customer's facilities. POAUA is responsible for construction, maintenance and operation of POAUA's facilities. POAUA will at all reasonable times, as a condition of service and in accordance with these Rules and Regulations, have the right of access to POAUA's facilities, including termination connections.
- 5.8.4. The POAUA shall install and maintain its service wires and equipment up to the point of contact on Customer's building structure, pole or other approved metering

structure. It shall be the responsibility of the Customer to install, own and maintain all other equipment and wiring including the meter loop commencing from the point of contact of POAUA's service wires to Customer's building, pole or structure and extending throughout Customer's wiring and equipment. The meter shall be installed, owned and maintained by the POAUA at its expense.

## **5.9. Voltage**

- 5.9.1. POAUA will furnish and install the necessary transformation equipment to furnish the Customer with service at one of the nominal voltages specified in the applicable POAUA Electric Rate. POAUA reserves the right to install the transformer and related facilities in a manner which promotes the overall efficiency and reliability of POAUA's electrical system, and which provides service consistent with recognized utility practices to the Customer's Point of Delivery in accordance with these Rules and Regulations.
- 5.9.2. POAUA will provide service to Large Industrial and Commercial Customers from POAUA's facilities built based on POAUA standards applicable to the type and character of service to be furnished.
- 5.9.3. Voltage Drop: POAUA will provide voltage to the customer's service entrance at +/- 5% of nominal voltage specified on the applicable Electric Rate.

## **6. LIABILITY AND RESPONSIBILITY - CUSTOMER'S EQUIPMENT**

### **6.1. General**

- 6.1.1. POAUA may refuse or disconnect service when the Customer's wiring or equipment is so designed or operated as to disturb service to other Customers or constitutes a physical or electrical hazard, as determined by POAUA.
- 6.1.2. The Customer shall provide all necessary equipment and facilities required by the applicable rate schedule, and all privileges, licenses or other rights to enable the POAUA to make delivery of the power and energy hereunder. The POAUA shall provide all meters and other measuring equipment and wires or other appliances necessary to measure and deliver the amount of such power and energy. All meters, wires or other appliances furnished by the POAUA shall remain the property of the POAUA.
- 6.1.3. All motors connected to POAUA Lines must be of a type that will not require starting current deemed unreasonable by POAUA or will be equipped with protective devices to restrict the starting current to limits acceptable to POAUA. POAUA may require that motor loads of less than 5 horsepower be single phase.
- 6.1.4. The Customer shall install only such motors and companion control and starting equipment or other apparatus, or appliances as are suitable for operation with the

character of the service supplied by the POAUA and shall not be detrimental to said service. All electric service must be used by Customer in such a manner so as to avoid all abnormal voltage fluctuations or disturbances to the POAUA's distribution system.

- 6.1.5. The Customer shall install and maintain in a thoroughly safe and efficient manner, and in accordance with good electrical practice and all applicable regulations, all of its lines, wiring, machinery and appliances connected to the POAUA's facilities. The POAUA does not assume the duty of inspecting the Customer's lines, wiring, apparatus, machinery or appliances, or any part thereof, and shall not be responsible to the Customer therefore.

## **6.2.      *Generation on Customer's Premises***

- 6.2.1. Energizing equipment connected to the POAUA electric system could act as a source of electrical backfeed onto POAUA's electrical system, causing injury or death to electrical utility personnel working on the overhead or underground power lines in the vicinity. Therefore, no electrical generation device may be connected to any portion of a Customer's electric system that is connected to the POAUA electric system unless POAUA has been notified of and approved such connection. Such notification and approval must each be in writing. If a Customer desires its or a third party's generation device to be directly or indirectly connected to POAUA's electric system through the Customer's electric system, the Customer must first enter into an Interconnection Service Agreement with POAUA.
- 6.2.2. For Customer Load normally served from the POAUA system, which can also be switched to a Customer's generator if the POAUA electric system is deenergized, an open type transfer switch shall be installed between POAUA's and Customer's electric systems. This switch shall electrically and mechanically prevent connection of the Customer's generator to POAUA's electric system. The Customer should contact POAUA if the Customer has any questions regarding these requirements.

## **6.3.      *Polyphase Circuit Balance***

- 6.3.1. A Customer receiving three-phase electric Energy must maintain, as nearly as is reasonably possible, equal currents in the three phases at the Point of Delivery. If, at any time, the current in any phase exceeds the average of the currents in the three phases by more than 5%, the Customer must take corrective action to balance the phases within 60 days of notification or be subject to disconnection.



#### **6.4.     *Power Factor***

- 6.4.1. POAUA may include adjustments to bills for Loads for which the Power Factor falls below 90 percent lagging at any metering point during any Billing Period. If a Customer's Load operates at less than 90% Power Factor, POAUA may require the Customer to provide, at Customer's expense, corrective equipment to increase the Power Factor to at least 90% within 60 days of notification or be subject to disconnection.

#### **6.5.     *Single Phasing and Phase Reversal Protection***

- 6.5.1. POAUA shall not be responsible to the Customer, and the Customer shall release POAUA for damage to all electrical equipment including motors, other current-consuming equipment, and/or devices mechanically or electrically connected to such equipment, resulting from any phase reversals, single-phasing of three-phase service, or other similar conditions except when such damage is the direct result of POAUA's gross negligence.
- 6.5.2. For three-phase motors driving elevators, hoists, tramways, cranes, conveyors, or other equipment which could create hazard to life in the event of uncontrolled reversal of motor rotation, the Customer must provide reverse-phase and open-phase protection, at the Customer's expense, to completely disconnect the motors from their electrical energy source in the event of phase reversal or loss of one or more phases.

#### **6.6.     *Changes in Installation***

- 6.6.1. Each of POAUA's service wires, transformers, meters and other devices supplying electricity to the Customer's installation has a maximum capacity. As a result, the Customer must obtain prior written consent of POAUA to increase the Connected Load. Failure to obtain such consent may result in damage to POAUA's equipment, extended interruption of the Customer's service, and damage to equipment of other Customers. When such damage occurs and the Customer has failed to obtain consent, POAUA may require the Customer to pay any and all damages including the cost to repair or replace the damaged equipment.

#### **6.7.     *Liability***

- 6.7.1. POAUA makes no warranty, express or implied, as to the adequacy, safety, operation or other characteristics of any of the structures, equipment, wires, conduits, appliances or devices owned, installed, operated or maintained by the Customer or leased by the Customer from third parties.
- 6.7.2. Except in those instances when POAUA is grossly negligent, the Customer shall indemnify and hold harmless POAUA from and against all claims, whether

arising in tort, contract, strict liability, or any other legal theory, for loss of or damage to property or injury to Persons arising out of (a) the delivery or use of electric service at or on the Customer's side of the Point of Delivery, and (b) the Customer's delivery of electricity to POAUA.

- 6.7.3. Except in those instances when POAUA is grossly negligent, POAUA shall not be liable, whether in tort, contract, strict liability, or any other legal theory, for the loss of or damage to property (but not including bodily injury) arising out of the delivery of electricity, or from the presence or operation of POAUA's facilities, wires, equipment or structures on or near the Customer's premises.

## **6.8. *Service Interruptions, Variations and Curtailments – Limitation on Liability***

- 6.8.1. POAUA does not guarantee a regular and uninterrupted supply of service to customers. POAUA makes no warranty, express or implied, as to the adequacy, consistency, safety, character, or any other characteristic of the electricity or the supply or delivery thereof. POAUA expressly disclaims all warranties, express or implied, regarding the supply and delivery of electricity to Customer.
- 6.8.2. POAUA may, without liability, interrupt or limit the supply of service in order to make repairs, changes, or improvements to any part of its system for the general good of the service or the safety of the public or to prevent or limit any actual or threatened instability or disturbance of the system.
- 6.8.3. POAUA must perform maintenance on its electrical infrastructure from time to time, which may require disconnecting power in designated work areas for a short time. POAUA will attempt to provide advance notice of these planned outages as outlined below:
- a) Residential Customers
    - 6.8.3.a.1. Notice, including the date, time and length of the outage, as practically as possible will be given 24 hours in advance.
    - 6.8.3.a.2. Notice will be delivered to affected homes via door knockers, by phone, email or other delivery method.
  - b) Commercial Customers
    - 6.8.3.b.1. A POAUA representative will make contact with the Commercial Customer to arrange the date, time and length of the outage.
- 6.8.4. If a shortage of electricity occurs and POAUA apportions its available supply of electricity, or reduces the system voltage, or temporarily disconnects service, POAUA shall not be liable for any resulting loss or damage.
- 6.8.5. If Load reduction is required, Customer Load will be curtailed as deemed practicable by POAUA in its sole discretion.
- 6.8.6. POAUA shall not be liable, whether in tort, contract, strict liability, or any other legal theory, for any losses, costs, damages or expenses, other than for bodily

injuries, arising out of any interruption, variation and/or curtailment of service, including, but not limited to an interruption, variation and/or curtailment of service permitted by this Section 6.8 (Service Interruptions, Variations and Curtailments – Limitation of Liability) herein or caused by an uncontrollable force. The term “uncontrollable force” shall include, but not be limited to, accident, flood, earthquake, tornado, storm, lightning, and other natural catastrophes, fire, epidemic, failure of facilities, war, riot, civil disturbances, terrorism, labor disturbances, labor disputes, strikes, sabotage, restraint by court or public authority, action or non-action by any governmental agency or authority or failure to obtain the necessary permits, licenses, authorizations, or approvals from any governmental agency or authority, state or municipal interference, or any other cause beyond POAUA’s control. POAUA shall exercise due diligence to restore service in the event interruptions occur. Nothing herein shall be construed to require POAUA to settle a strike or labor dispute.

- 6.8.7. Service to Customer is expressly conditioned upon, and, in consideration for the services being rendered to Customer by POAUA, the Customer hereby releases and agrees to release POAUA from any direct, indirect or consequential loss, damage, claim, charge, cost or expense of any kind or nature that has resulted or may result, in connection with variations, curtailment and/or interruption to electric service to the Customer.
- 6.8.8. A variety of protective devices and alternate power supplies that may prevent or limit damage that may arise as a result of the events described in this Section 6.8 (Service Interruptions, Variations and Curtailments – Limitation on Liability) herein are available for purchase by the Customer from third parties. In addition, insurance coverage for such damage may be available for purchase by the Customer. Customer assumes full responsibility for obtaining the necessary protective devices, alternate power supplies, and insurance, and POAUA shall in no event be liable for any loss, damage, claim, charge, cost or expense of any kind or nature that Customer could have prevented or insured against through procurement of protective devices, alternate power supplies, and insurance.
- 6.8.9. Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result POAUA’s conduct under Section 6.8 (Service Interruptions, Variations and Curtailments – Limitation on Liability) herein.

## **6.9. POAUA Access to Premises**

- 6.9.1. In accepting service, the Customer grants to POAUA’s employees and agents an unconditional right of access to the premises of the Customer at all reasonable times for purposes such as installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing, inspecting or maintaining any of POAUA’s meters, wires, poles or other apparatus.

- 6.9.2. All employees or contractors authorized to do work for POAUA on the Customer's premises will carry badges or other suitable identification, which they are instructed to show to the Customer upon request.

## **6.10. Encroachments**

### **6.10.1. Vegetation Encroachments and Hazards:**

- a) When vegetation (trees, shrubs, vines, etc.) on a Customer's premises encroach upon any of POAUA's Lines or other equipment and interferes with POAUA's ability to safely operate, maintain and protect the POAUA electric system, POAUA has the right to prune or remove the vegetation and may charge the Customer for POAUA's costs to do so. POAUA shall not be liable to Customer for any damages associated with the pruning or removal of such vegetation, including, but not limited to, the value of or replacement cost of such vegetation.
- b) The Customer, not POAUA, is responsible for pruning or removing vegetation interfering with street light facilities or Service Laterals. The Customer should hire a qualified line clearance tree trimmer to clear encroaching vegetation from such facilities, and shall comply with all applicable laws, statutes, or ordinances regarding activities near overhead power lines.

### **6.10.2. Structural Encroachments and Hazards:**

- a) A Customer shall not construct or install any structure (including walls, fences, mailboxes and other permanent objects), or excavate, or place fill near any POAUA electric facilities (whether overhead or underground) in such a manner that such structure, excavation, or fill interferes with POAUA's ability to safely operate, maintain and protect the POAUA electric system. Customer must at all times maintain all clearances from POAUA facilities as specified in the National Electric Safety Code or otherwise required by law, rule or regulation. Customer is responsible for properly locating and protecting underground POAUA facilities by obtaining an appropriate clearance before any excavation is made. Please contact POAUA at 505-552-5131 to obtain information on locating POAUA's facilities.
- b) POAUA reserves the right to remove or modify any structure, fill any excavation, or remove any fill that encroaches upon POAUA's electric facilities and interferes with POAUA's ability to safely operate, maintain and protect the POAUA electric system and may charge the Customer for POAUA's costs to do so. POAUA shall not be liable to Customer for any loss of or damage to Customer's property resulting from such action.

## **7. INTEREST, CHARGES, and PENALTIES**

- 7.1. The POAUA Utility Authority Board has determined the following amounts for interest rates on charges, and penalties as outlined in the Rules and Regulations. These amounts

are reviewed and updated periodically at regular meeting of the Utility Authority Board. Interested parties may submit questions or comments about these charges to POAUA management. Written questions may be submitted in any format, including electronic; however, all questions must be addressed to POAUA- by mail, to POAUA, 27A Pinsbaari Drive, P.O. Box 330, Acoma, NM 87034, or by email [touabill@puebloofacoma.org](mailto:touabill@puebloofacoma.org). POAUA will acknowledge receipt of each submission of written questions.

7.2. The following table of rates, charges, and penalties was updated on January 1, 2020.

<b>Interest, Charge, or Penalty Type</b>	<b>Amount or Rate</b>
New Account Administrative Fee	\$20
Fraudulent Credit Card charge	Full payment of account with full cash deposit
Reconnect Fee (After hours 2X)	\$50.00
Meter Test Fee	\$50.00
Returned Check Fee	\$35.00
Late Fee on Delinquent Amounts	10% of delinquent balance
Discontinuation of Service on Delinquent Accounts	\$100.00
Design Fees per Amp of service disconnect or panel	\$2.50/Amp
Meter tampering (Fraud – Section 4.15)	\$300.00 per occurrence