

MORA-SAN MIGUEL ELECTRIC COOPERATIVE, INC.

ADVICE NOTICE NO. 59

(Date)

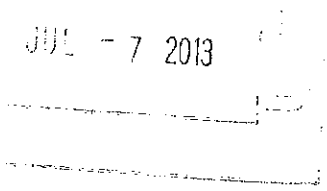
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**NEW MEXICO PUBLIC UTILITY COMMISSION
OF THE STATE OF NEW MEXICO**

Mora-San Miguel Electric Cooperative, Inc. hereby gives notice to the public and the Commission of the filing and publishing of the following tariff schedules that are attached hereto:

<u>RULE NO.</u>	<u>TITLE OF SHEET</u>	<u>CANCELLING RULE NO.</u>	<u>DATE EFFECTIVE</u>
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15	Sixth Revised Rule No. 15 – Line and Service Extensions	Fifth Revised Rule No. 15	



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EFFECTIVE

JUN - 6 2013

REPLACED BY NMPRC
BY Rule 210 Operation of Law

ALEX ROMERO, CEO/General Manager

MORA-SAN MIGUEL ELECTRIC COOPERATIVE

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NEW MEXICO
PUBLIC UTILITIES
COMMISSION
MORA-SAN MIGUEL ELECTRIC COOPERATIVE

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MORA-SAN MIGUEL ELECTRIC COOPERATIVE, INC.
SIXTH REVISED RULE AND REGULATION NO. 15
CANCELLING FIFTH REVISED RULE AND REGULATION NO. 15

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LINE AND SERVICE EXTENSIONS
(Numerous Changes)

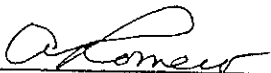
GENERAL:

Mora-San Miguel Electric Cooperative, Inc., hereinafter called the Cooperative, is dedicated to delivering central station electric service to all classes of consumers within the Cooperative's service area, provided that provision of electric service is consistent with sound financial management of the Cooperative, it is feasible for the Cooperative's facilities to provide such service, and provided that the proposed consumer has complied with the terms and conditions of this policy which is on file with the New Mexico Public Regulation Commission.

The Cooperative Shall:

- A. Provide a prospective residential consumer with a copy of this line extension policy and explain its contents.
- B. Within 30 days after the residential consumer has complied with all Cooperative requirements, provide an estimated "cost of construction" for the proposed line extension.
- C. When feasible for a Cooperative, complete construction of a requested extension within 60 days after:
 1. The residential consumer has signed the Cooperative's line extension agreement;
 2. The Cooperative has been provided with all applicable permits, easements, rights-of-way, materials and labor necessary for the line extension. It shall be the responsibility of the consumer to provide or make arrangements for all necessary easements and/or rights-of-way at no cost to the Cooperative, including any permits for crossing State or Federal lands. The Cooperative shall make reasonable efforts to assist in obtaining rights-of-way.

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GENERAL: (Continued)

3. The Cooperative has completed all other applicable contractual obligations; and
4. Payment has been received from the consumer for the estimated cost of construction at least 10 days prior to the start of construction. In the event that the customer is an existing customer and is current in all accounts he/she may have with the Cooperative, he/she may elect to pay at least 50% of the cost of construction 10 days prior to the start of construction and pay the balance within 10 days after completion of the Cooperative's construction work order, but prior to energizing the electrical service.

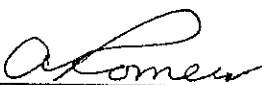
The Cooperative shall exercise due diligence and good faith in its efforts to obtain all required permits, materials, labor and contractual compliance.

- D. Advise the residential consumer that if they are not satisfied with the proposed line extension cost of construction and time of construction, an informal review of the proposal(s) shall be provided by authorized Cooperative personnel. Such personnel may modify the proposal(s) where appropriate.
- E. Inform the residential consumer, in writing, of their options concerning the available types of installation of a line extension and how the type of installation will affect the Cooperative charges.
- F. The Cooperative staff shall prepare estimates of average annual Cooperative charges.
- G. Should the actual cost of a line extension exceed the estimated cost, the consumer shall pay the difference to the Cooperative within 30 days of presentation of final billing. Should the actual cost of the extension be less than the estimated cost, the Cooperative shall refund the difference within 20 days after completion of the extension.

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GENERAL: (Continued)

H. A consumer requesting a temporary extension shall be required to pay the full costs of installation and removal of non-permanent facilities.

PERMANENT RESIDENTIAL EXTENSIONS:

- A. Cost of Line Extension: The amount charged for a line extension shall be the total cost to the Cooperative excluding the cost of the meter and transformer. An estimated total cost shall be developed from the prior year's records of line extensions.
- B. Extension to an extension: The Cooperative reserves the right to build or extend new electric facilities from facilities from which a contribution has previously been made. No refund will be available to consumers based on such extension.

EXTENSIONS TO SECURITY LIGHTS:

All line extensions for security lights or security light installations on existing facilities shall require payment of a non-refundable contribution in aid to construction equal to the cost of construction. All line extensions and installations for security lights shall at all times remain the property of the Cooperative. Should the consumer discontinue the security lighting service, the Cooperative shall be entitled, at any time, to remove such facilities.

EXTENSIONS TO MOBILE HOME PARKS:

- A. Definition: A "mobile home park" is a property owned by one (1) party where two (2) or more mobile homes, travel trailers or spaces are located for purposes of renting or leasing.

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EXTENSIONS TO MOBILE HOME PARKS: (Continued)

- B. The mobile home park owner requesting service will contract with the Cooperative and pay in advance a contribution in aid of construction equal to the cost of the construction. The Cooperative will install, own, and maintain the service lines and meter loop. Each service shall be metered and billed separately to the individual tenant and each tenant shall be responsible for payment of the same.

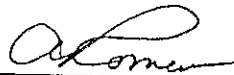
CONVERSIONS FROM OVERHEAD TO UNDERGROUND OR FROM UNDERGROUND TO OVERHEAD:

- A. When requested, overhead lines (or underground) may be converted to underground (or overhead) service for individual consumers or groups of consumers. All underground extensions shall be installed in a conduit system with pull strap designed by the Cooperative and provided by the consumer.
- B. The consumer(s) shall provide the necessary easements on appropriate property at no cost to the Cooperative.
- C. The consumer(s) shall pay to the Cooperative a non-refundable contribution in aid to construction for the cost of the new underground (or overhead) line, plus the retirement cost of the existing overhead (or underground) line, less salvageable material of existing overhead (or underground) line, if any.

SUBDIVISIONS AND LAND DEVELOPMENT:

- A. A developer requesting the Cooperative to provide electric service for a subdivision shall make application and conform to the terms and conditions set forth in this rule and regulation. For purposes of this provision, a developer shall be defined as any person developing a subdivision as that term is defined by state law or local ordinance.

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SUBDIVISIONS AND LAND DEVELOPMENT: (Continued)

- B. The developer shall provide the Cooperative a legally dedicated plat plan of the subdivision boundaries, lot layout boundaries, accesses, easements, covenants, restrictions, and future developments which may be subdivided, at the time of application for service. The Cooperative will provide an engineered electric plan and cost of construction to the developer. The cost of the plan and cost of construction will be charged to the developer; such charges will be estimated and paid by the developer in advance. All underground extensions shall be installed in a conduit system with pull strap designed by the Cooperative and provided by the consumer.
- C. Developments being subdivided for future residential home sites shall require a non-refundable contribution in aid of construction equal to the total cost of the basic backbone primary system being installed. Any connections to the basic backbone primary system to serve individual customers shall be handled on an individual basis under this extension policy.

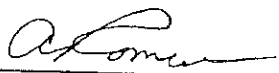
SMALL COMMERCIAL, LARGE COMMERCIAL AND INDUSTRIAL:

General service line extensions and equipment installation will be made to all applicants not meeting the definition of Residential. All estimated costs of extending service to applicant, as determined by Cooperative, including backbone infrastructure costs, transformers and meters, shall be paid by the applicant prior to the Cooperative extending facilities. Payment is due at the time the extension agreement is executed.

IRRIGATION CUSTOMERS:

Extensions will be made to Irrigation Customers provided the applicant signs an extension agreement. All estimated costs of extending service to applicant, as determined by Cooperative, including backbone infrastructure costs, excluding meters and transformers,

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IRRIGATION CUSTOMERS: (Continued)

shall be paid by the applicant prior to the Cooperative extending facilities. Payment is due at the time the extension agreement is executed.

GENERAL CONTITIONS AND TERMS:

- A. Line extensions made by the Cooperative shall be and remain permanently the property of the Cooperative.
- B. All meters and transformers shall be installed, owned and maintained by the Cooperative.

The Cooperative reserves the right to require the land owner to furnish and install, at the consumer's expense, a suitable steel cabinet to house the Cooperative's equipment, and such cabinet shall be equipped so that it can be sealed by the Cooperative.

- C. Where consumer desires service under voltage conditions other than those available by the Cooperative, any necessary transformer and accessory equipment required to supply the requested voltage shall be supplied, owned, and maintained by the Cooperative.
- D. The prospective consumer shall provide or make arrangements for the necessary easements and rights-of-way on non-cooperative property at no cost to the Cooperative, including permits to cross State or Federal land.
- E. Any request for an extension or enlargement – either overhead or underground – of the Cooperative's electric facilities that cannot be agreed upon between the Cooperative

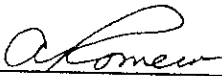
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GENERAL CONDITIONS AND TERMS: (Continued)

- and applicant-consumer shall be referred to a regulatory body having jurisdiction.
- F. Where the consumer desires underground facilities, all facilities will be installed in a conduit system with pull strap designed by the Cooperative and supplied by the consumer.
- G. No overhead service shall be provided in established areas served by an underground system.
- H. When the Cooperative is requested to relocate its facilities for the benefit and/or convenience of a consumer(s), the consumer(s) shall reimburse the Cooperative for the total cost of the work to be performed prior to the commencement of construction.

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