

Rules and Regulations Covering Electric Service



City of Farmington, New Mexico

**APPROVED BY CITY COUNCIL
FEBRUARY 23, 2016**



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FEUS TABLE OF FEES AND PENALTIES

Approved February 23, 2016

TYPE	RATE
Electric Deposit Residential	Greater of \$100 or the highest historical bill in the last 12 months for location * 2
Electric Deposit Commercial	Greater of \$200 or the highest historical bill in the last 36 months for location * 2
Will be Disconnected Notice	\$10.00
New Customer Charge Electric Within Regular Work Hours (8am-5pm)	\$30.00
New Customer Charge Water	\$30.00
New Customer Charge Electric Outside of Regular Work Hours	\$60.00
Non Payment Reconnect fee Within Regular Work Hours (8am-5pm)	\$30.00
Non Payment Reconnect fee Outside of Regular Work Hours	\$60.00
Administrative Fee for Remote Connect/Disconnect	\$15.00
Special Trip Charge Electric	\$30.00
Electric Equipment Check Within Regular Work Hours (8am-5pm)	\$100.00
Electric Equipment Check Outside of Regular Work Hours	\$150.00
Electric Meter Test	\$100.00
Tampering Fee - Electric	\$300.00
Failure to Provide Access to Equipment	\$50 per Month
Research of Files	\$15.00 per Hour
Returned Check Charge	\$30.00
Late Fee Electric	1.25% * Electric Charges
Disconnection at pole fee ("cut line")	Actual cost (1 hour minimum for crew and vehicle)
Civil penalty for service wires installed into a padmount transformer, vault or enclosure without a FEUS employee present	\$500.00
Civil penalty for entering Electric Utility Property which is not open to the Public without permission or with intent to damage Electric Utility Property	\$500.00

FARMINGTON ELECTRIC UTILITY SYSTEM

RULES AND REGULATIONS

Definitions

The following definitions are applicable when used in these Rules and Regulations or in the Rate Schedules of the Farmington Electric Utility System (FEUS).

1. Applicant: means any person, persons, associations, firm, partnership or corporation or any agency of federal, state or local government desiring to obtain electric service from FEUS.
2. Billing Date: means the date of billing as shown upon the utility bill.
3. Billing Demand: means the kilowatt demand used for computing demand charges under rate schedules based on the size of the customer's load or demand as specified in the applicable rate schedule.
4. City: means the City of Farmington.
5. Codes: means the National Electrical Code of the National Fire Protection Association, the National Electrical Safety Code as complied by the Bureau of Standards, the New Mexico Electrical Code and any applicable municipal codes.
6. Connected Load: means the sum of the rated capacities, stated in kW, of all of the customer's equipment that can be connected to FEUS lines at any one time.
7. CT (Current Transformer): means a device used to reduce current accurately proportional to the current in a circuit and is commonly used in metering and protective relays.
8. Customer: means any person, persons, association, entity, firm, partnership, or corporation or any agency of federal, state, or local government, being supplied with and/or responsible for payment of construction or electric service provided by FEUS.
9. Delinquent Date: means the twenty-fifth (25th) day after the billing date; see Rule and Regulation No. 4.
10. Demand: means the demand peak created by the customer's power requirements averaged over a specified interval of time, usually fifteen (15) minutes. Demand is expressed in kilowatts, kilovolt amperes or reactive kilovolt amperes and is determined by measurement with a standard demand meter or by calculation based upon measurements made by other types of standard metering equipment.
11. Deposit: means an amount of money required to be collected from a potential customer before utility service is initiated, unless certain conditions exist; see Rule and Regulation No. 3.
12. Distribution Lines: means overhead pole lines and conductor and/or underground facilities consisting of conduit, cable and pad mounted equipment which are operated at nominal distribution voltage.
13. Due Date: means the fourteenth (14) day after the billing date; see Rule and Regulation No. 4.
14. Electric System: means the Farmington Electric Utility System.
15. FEUS: means the Farmington Electric Utility System.
16. General Service: means the definition provided in Rule and Regulation No. 13.

17. KVA (Kilovolt Amperes): means the unit of apparent power equal to the product of current and voltage at the point of measurement. Also derived from the square root of the sum of the squares of kW and KVAR.
18. KVAR (Kilovolt Ampere Reactive): means the reactive component of apparent power determined by standard metering equipment and which may be used in determining the power factor at the point of measurement.
19. kW (Kilowatt): means the unit of power delivery or the rate at which energy is delivered to the customer.
20. kWh (Kilowatthour): means the unit of electric energy delivered to the customer.
21. Line Extension: means all facilities excluding service drop and meter, required to extend electric power from FEUS existing permanent facilities to the point of delivery for the customer.
22. Mobile Home: means a movable or portable housing structure over thirty-two (32) feet in length or over eight (8) feet in width, constructed to be towed on its own chassis and designed so as to be installed without a permanent foundation for human occupancy as a residence or for use as an office or other commercial purpose which may include one (1) or more components that can be retracted for towing purposes and subsequently expanded for additional capacity, or two (2) or more units separately towable but designed to be joined into one (1) integral unit, as well as a single unit; except that the definition does not include recreational vehicles or modular, prefabricated or pre-manufactured homes, built to the Uniform Building Code Standards, designed to be permanently affixed to real property.
23. Mobile Home Service: means service provided according to Rule and Regulation No. 16.
24. Mobile Home Park Service: means service provided according to Rule and Regulation No. 16.
25. Modular Unit: means a unit built in a factory, usually in assembly-line fashion and then transported to a site in large units. These units are then lifted from the transport by crane and rested on a pre-built foundation and fastened together. A modular unit should not be equated to a manufactured or mobile home.
26. NMPRC: means the New Mexico Public Regulation Commission.
27. New Service Location: means a premise where electric utility service has not been previously provided.
28. Nominal Voltage: means the nominal voltage of a circuit and is the approximate voltage between conductors in a circuit of a given class, assigned for the purpose of convenient designation. For any specific nominal voltage, the operating voltage actually existing at various points and at various times on the system is subject to normal variation.
29. Normal Working Hours: means the working hours for FEUS offices which may vary between divisions depending upon work load and season of the year.
30. Point of Delivery: means the definition provided in Rule and Regulation No. 11.
31. Power Factor: means the ratio of active or useful power (kW) to apparent power (kVA).
32. Premises: means all real property, any building structure, or appurtenance of an owner, lessee, or tenant used as a dwelling, business, commercial or industrial enterprise upon an integral parcel of land undivided by a street, highway or other public thoroughfare, requiring electric service. Property divided by street, highway or public thoroughfare shall be treated as a separate premise.

33. Primary Voltage: means 13,800 volts (13.8kV) used to distribute power to the immediate area of the customer's load.
34. Residential Service: means the definition provided in Rule and Regulation No. 13.
35. Revenue: means the income received for providing electric power, energy and metering service to a customer. Revenue does not include tax payable under the gross receipts and compensating tax act nor any other tax, fee, deposit or charge payable to FEUS.
36. Secondary Voltage: means FEUS service voltage which is normally considered to be 120/240 volts single-phase, 120/240/240 volts three-phase, 208Y/120 volts three-phase and 480Y/277 volts three-phase.
37. Service, Service Drop or Service Connection: means the group of conductors, whether overhead or underground, necessary to connect the service entrance conductors of the customer to FEUS's supply line, regardless of the location of FEUS meters or transformers. An overhead service connection, sometimes referred to as a "Service Drop" is the group of conductors between the customer's building or other permanent support and FEUS adjacent poles.
38. Special Service: means the definition provided in Rule and Regulation No. 16.
39. Subtransmission Voltage: means the FEUS voltage of 69,000 volts (69 kV) used to serve substations and to wheel power.
40. System Upgrade: means replacing equipment originally installed on FEUS with higher standard equipment (example: greater capacity).
41. Temporary Service: means structures or equipment mounted on skids or other movable devices, structures that are not permanently connected to a permanent foundation, trailers and things of similar nature. Construction works, fairs, bazaars, circuses, concessions and similar enterprises of a temporary nature and ventures of such uncertain, speculative character, such as mining, etc. which during the preliminary or development period of same may be considered in this class of service at the option of FEUS.
42. Transmission Voltage: means the FEUS voltage of 115,000 volts (115 kV) used to serve substations, switching stations or ties with other power systems.
43. Uncontrollable Forces: means any cause beyond the control of FEUS including but not limited to flood, earthquake, storm, lightning, fire, accidents, epidemic, failure of facilities, war, riot, civil disturbances, labor dispute, sabotage, restraint by court order or public authority, or any like cause.
44. VFD (Variable Frequency Drive): means a type of adjustable-speed drive used in electro-mechanical drive systems to control AC motor speed and torque by varying motor input frequency and voltage.
45. VT (Voltage Transformer): means a device used to step down the system voltage to a safe level for meters and relays with low ratings.

Revision #1: November, 1996

Revision #2: April 1, 2008

Revision #3: Approved February 23, 2016

Rule and Regulation No. 1
APPLICATION FOR SERVICE
TO
PREVIOUSLY-SERVED LOCATIONS

- A. Each applicant for electric service at a premises which has been previously served shall provide information as to the following:
1. Exact location of premises to be served.
 2. Information to establish identity of the applicant such as Driver's License, Social Security number or Individual Taxpayer Identification Number (ITIN).
 3. Phone number
 4. Name of joint applicant or spouse (if applicable), and/or other adults to be residing at premises.
 5. Emergency contact information.
- B. Service applicants must complete a utility service application. Attached to the application is a summary of general utility information and acknowledgement must be made by the residential applicant they have read and understood this information.
- C. The applicant shall arrange for payment of the deposit and connection fees required by Rule and Regulation No. 3 and No. 6.
- D. Only the party, or their duly authorized representative, who will be responsible for the payment of utility bills may request service.

Approved: February 23, 2016

Rule and Regulation No. 2
APPLICATION FOR SERVICE
TO
NEW SERVICE LOCATIONS

- A. Applications for electric service at a New Service Location shall be made at the FEUS New Service Department during normal working hours.
1. Each applicant shall complete and sign the Line Extension Agreement for new service and provide the following information in addition to that required in Rule and Regulation No. 1:
 - a. Name of applicant
 - b. Address and phone number
 - c. Specific directions to service location
 - d. Name of general contractor responsible for construction of structure
 - e. Name of electrical contractor responsible for electric service installation
 2. For Residential Service, applicant shall provide a list of major household appliances and total square footage of residence. Applicants may be required to furnish plans of proposed net construction. A load calculation and riser diagram shall be required for any residential service over 100 amps.
 3. For General Service, the applicant shall be required to provide load information on new construction or alterations sufficiently in advance of the actual service requirement date to enable FEUS to provide adequate service facilities. A load calculation and riser diagram shall be required for all new services or service upgrades. Applicant shall provide FEUS with two sets of complete plans and specifications where a building or structure is involved. All plans for installations with a calculated service capacity which require an Electrical Engineer's stamp in accordance with State Rules and Regulations, shall be stamped by an Electrical Engineer licensed to practice in the State of New Mexico whose license status shall be verified and evidenced by the voluntary electrical engineer classification in the roster of the New Mexico State Board of Registration for Professional Engineers and Land Surveyors.

4. Electric service shall be supplied by FEUS within a reasonable time after all requirements have been made on formal application, and after necessary permits, rights-of-way, archaeological and environmental clearances and licenses have been obtained. It is the responsibility of the applicant to comply with all applicable codes and to obtain the necessary electrical permits and licenses from governmental agencies. If, due to circumstances beyond the control of FEUS, service cannot be furnished within a reasonable length of time, the customer shall be advised regarding the delay.
 5. New or additional service will be limited to available unreserved capacity in production, transmission, distribution and substation facilities. Where such existing facilities are limited FEUS may require a written contract for a suitable initial contract period, adequate to warrant the investment and reservation of capacity required to render such service.
- B. No promise, agreement or representation made by any employee of the City of Farmington shall be binding upon the City, unless the same shall have been incorporated in a written agreement between the City and the applicant or customer.
- C. The applicant shall arrange for payment of deposit and connection fees as required by these Rules.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 3

RESIDENTIAL AND COMMERCIAL DEPOSIT POLICY/DEPOSIT INTEREST POLICY

RESIDENTIAL DEPOSIT POLICY:

- A. A security deposit equal to the residential deposit due per the FEUS Table of Fees shall be required from all new residential utility customers unless they provide a letter of reference from another like utility (electric, water or gas).
- B. A security deposit will be required from an existing residential customer if any of the following situations exist:
 - 1. Customer has a delinquent, unpaid, inactive account (Customer will be required to pay the total delinquent, unpaid amount, plus the deposit prior to connection);
 - 2. Customer is transferring service(s) and shows poor credit history with the City (see B (3) below). Customer will be required to pay the total delinquent bill prior to transfer of service(s);
 - 3. Customer's account shows poor credit history, determined by the occurrence of one of the following credit indicators:
 - a. Any account actually disconnected of service(s) for non-pay in the last 12 months;
 - b. Any account processed for cut-offs (services(s) not actually disconnected) in the last 12 months;
 - c. Three warning tags (second delinquent notice) received during the last 12 months; or
 - d. Two returned checks in the last 12 months;
 - 4. Customer files a petition for relief under applicable bankruptcy provisions of the United States Bankruptcy Code (existing account(s) will be closed out and a deposit required on the new account(s));
 - 5. Customer has had debt discharged pursuant to an action filed under applicable bankruptcy provisions of the United States Code within the last five years; or

- 6. Customer has tampered with services.
- C. At least half of the required security deposit is due at the time of service connection and any unpaid amount will be billed to the customer on their first utility bill.
- D. Deposits may be adjusted to reflect the customer's current consumption levels.
- E. Cash deposits will be automatically credited to the customer's account, with interest, twelve (12) consecutive months after receipt of full deposit from the customer provided no warning tags were issued to the customer during that period of time.

COMMERCIAL DEPOSIT POLICY:

- A. A commercial customer is defined as a sole proprietorship, partnership, limited partnership or a corporation. A security deposit equal to the commercial deposit due per the FEUS Table of Fees and Penalties shall be required from all new commercial utility customers prior to providing services unless they provide a letter of credit, an indemnity bond, or the approval of the Electric Utility Director to waive the deposit, letter of credit or indemnity bond.
- B. A security deposit will be required from an existing commercial customer if any of the following situations exist:
 - !! ± 1. Customer has a delinquent, unpaid, inactive account (including an individual general partner of a partnership or a limited partnership). The customer will be required to pay the total delinquent, unpaid amount and deposit prior to connection;
 - !! ± 2. Customer is transferring service(s) and shows poor credit history (see B (3) below) with the City. The customer will be required to pay the total delinquent bill and the deposit prior to transfer of service(s);
 - !! ± 3. Commercial customer shows poor credit history during the last 36 months:
 - a. Any account actually disconnected of service(s) for non-pay in the last 36 months;
 - b. Any account processed for cut-offs (services(s) not actually disconnected) in the last 36 months;
 - c. Three warning tags (second delinquent notice) received during the last 36 months; or
 - d. Two returned checks in the last 36 months;

- !! ⊥ 4. An existing commercial customer files a petition for relief under applicable bankruptcy provisions of the United States Bankruptcy Code (existing account(s) will be closed out and a deposit will be required on the new account(s));
 - !! ⊥ 5. Commercial customer has had debt discharged pursuant to an action filed under applicable bankruptcy provisions of the United States Code within the last five years; or
 - 6. !! ⊥ Commercial customer (including an individual general partner of a partnership or a limited partnership) has tampered with services.
- C. Deposits may be adjusted to reflect the commercial customer's current consumption levels.
 - D. Deposits will be accepted in the form of cash or a letter of credit. Security in lieu of a cash deposit will be due 15 working days after service connection. At least half of any cash deposit will be due at the time of service connection and any unpaid amount will be billed to the customer on their first utility bill.
 - M. Cash deposits will be automatically credited to the commercial customer's account, with interest, 36 consecutive months after receipt of full deposit from the customer provided no warning tags were issued to the customer during that period of time.

DEPOSIT INTEREST POLICY:

- A. The City of Farmington will pay simple interest on all utility cash deposits. Cash deposits plus interest will be automatically credited to the customer's account and/or applied towards the customer's final bill.
- B. Interest will be applied to the customer's account on an annual basis or at closing of the account, whichever occurs first.
- C. A review for recommended changes to the interest rate will be conducted on an annual basis. Interest will be based at 1½ percent below the City's prior calendar year average investment/portfolio earnings percent. Calculation of the utility deposit interest rate will be made in January and will be immediately effective. No interest will be paid on utility deposits if the current rate earned by the City is less than 1½ percent.
- D. Should there be a substantial change in interest rates, or investment/portfolio earnings during the ensuing fiscal year, the City will have the right to adjust the interest rate at that time as is appropriate. Substantial change is defined as an amount plus or minus thirty percent of what the City is currently earning on investments.

Effective: March 2, 1998
Revision #1: Approved February 23, 2016

Rule and Regulation No. 4

METER READING AND PAYMENT OF BILLS

A. Meter Readings and Billings:

1. Meter readings will be obtained by FEUS employees or by an automated meter reading system.
2. Meters will be read as nearly as possible at regular intervals (28-33 days) which approximate one month.
3. If, for any reason, the meter is inaccessible or cannot be read, or the meter fails to register correctly, FEUS will establish consumption using historical usage or estimates as follows:
 - a. Same period last year; same period last year +/- a period; previous three periods; or an average consumption.
 - b. The monthly average will be applied to the billing period where readings were unattainable.
 - c. This estimate may, at the discretion of FEUS, be adjusted to compensate for seasonal demands.
4. Customers shall provide access to meters at reasonable times to allow verification of remote meter operation. Use of remote metering does not alter FEUS's right to ingress and egress pursuant to Rule and Regulation No. 8.

B. Readings of separate meters are not combined:

1. For the purpose of computing charges, each meter upon the customer's premises shall be considered separately.
2. Readings of two or more meters shall not be combined as equivalent to measurement of one meter except as may be authorized by FEUS.

C. Time and Manner of Paying Bills:

1. Bills are due and payable within fourteen (14) days of the billing date. The fourteenth (14th) day after the billing date is termed the due date.
2. In the event of non-payment, delinquent status and discontinuance of service shall be in accordance with the following schedule:

- a. A bill is delinquent on the twenty-fifth (25th) day after the billing date and a late fee is assessed on the unpaid balance.
- b. First delinquent notice is provided to the customer by mail as their second bill. The late fee will be included in this bill. This notice states that service will be terminated in approximately fourteen (14) days if the bill is unpaid. Service termination is approximately thirty (30) days from the original due date.
- c. The last notice given, prior to termination of service, is given in the form of a "Will Be Terminated" notice. This notice will be mailed to the customer five (5) business days, or if there is a returned check from the customer or the customer is on a payment plan the notice is hand delivered to the premises at least forty-eight (48) hours, before termination of service and states that service will be discontinued unless payment is made, or arrangements for payment satisfactory to FEUS have been made. Payment arrangements are not made if a prior payment arrangement has already been provided to the customer or if a payment by check was returned to FEUS.
- d. Upon termination of service, a "Has Been Terminated" door tag is left upon the premises notifying the customer why service has been terminated.

D. Unauthorized use or use of utilities without regular application for Service:

1. Any customer who, without permission from FEUS, turns on utility service(s) or who continues to use existing service(s) and fails to notify FEUS shall be liable for payment of all charges for the utility service rendered with the amount thereof to be determined, at the discretion of FEUS, either by the meter reading or on the basis of the estimated consumption for the length of time service was received by the customer without proper application for service. In cases of meter tampering or fraud, the Customer Service Division shall make adjustments according to Rule and Regulation No. 5. C. "Meter Tampering or Fraud." Applicable civil penalties for tampering with City electric and water meters shall apply, as outlined in Rule and Regulation No. 10. Tampering is also a violation of City Ordinance, Section 18-3-10. "Tampering with or damaging public utilities." Therefore, anyone or any entity tampering with public utilities could be subject to applicable fines and possible incarceration.
2. When FEUS finds that utilities are being used without proper application having been made for service, utility service may be terminated without further notice. Service will not be provided until proper application has been made. Proof will be required for date of occupancy, such as rent receipt, recent cancelled check, etc. The customer will be billed for unauthorized usage.

3. When change of occupancy takes place on any premises supplied with utility services, two days notice thereof shall be given by the outgoing customer to FEUS prior to such change. The outgoing customer will be held responsible for the charges for all of the utilities/services supplied on the premises until such notice is received.
- E. FEUS will charge a fee to the customer's account in an amount equal to the returned check charge according to the FEUS Table of Fees and Penalties in the event a customer's check or bank draft is returned or a credit card transaction is reversed for any reason.
- F. Special Tax and Assessment Clause
- The billings rendered under these Rules and Regulations shall be increased by a surcharge equal to any gross revenue tax, kilowatt hour tax, or other similar form of tax which may be imposed by State or Federal Government, or other taxing body, and shall be subject to any present or future applicable sales tax or gross receipts tax.
- G. Budget billing plans which are designed to avoid burdensome accumulations of charges and to level billing may be utilized by customers who qualify as follows:
1. For customers with twelve (12) months consecutive previous utility usage, budget billing is determined by dividing the total of the customer's usage of electricity, water, sewer and sanitation service by eleven (11) to arrive at the monthly budget amount which the customer shall pay. There will be a "true-up" every October, at which time a system-generated adjustment may be made based on cumulative deferred balance (cumulative deferred balance is the difference between the actual cost of utility services provided and the budget amount paid).
 2. Budget payment plans will be available to any customer who is current on payments for utility services at any time of the year. Should a chronically delinquent customer fail to pay the amount specified in the budget payment plan, the City may remove that customer from the plan and withhold the plan from the customer for twelve (12) succeeding months.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 5

DISPUTED AND ERRONEOUS BILLS

A. General:

1. Whenever the correctness of any bill for electric utilities is questioned by a customer, the Customer Service Division will promptly make an investigation. A dispute concerning the amount of a bill shall not excuse a customer from paying the undisputed portion of the bill as rendered when such bill is due.
2. In cases of inaccurate reading, calculating or recording of kilowatts or kilowatt hours, gallons, units, meter malfunctions, or bills which reflect clerical, meter, or computation errors, or in cases where energy consumption, water consumption, wastewater consumption and/or sanitation service, dates, or other provisions subject to exact determination are in dispute, billing shall be promptly adjusted and the customer shall be given credit or back billed for the true amount due on the next billing. The adjustment will not exceed one year.
3. Where electric, water or wastewater consumption, sanitation service, dates, or other factors required for application of rate schedules or other provisions are not subject to exact determination or are in question, or service or rate application is in dispute, the Customer Service Division shall make a correct determination by tests, analyses, site inspections, and investigations to determine the proper basis for making an adjustment, if any. Adjustments in the billing shall be made promptly. The adjustment will not exceed one year.
4. The City shall offer the customer reasonable payment arrangements for the amount of the back bill, taking into account the period of the undercharge. The customer will not be assessed a late penalty as long as the payment arrangements are kept current (i.e. payment of current charges plus arranged payment amount by due date on the bill). If payments are not made in accordance with the payment arrangements, the account will then be considered to be delinquent. In that event the customer shall be notified that if the account remains delinquent they will be charged a late fee and if not brought current could result in disconnection of services.

B. Meter Tests:

1. Whenever the accuracy of an electric or water meter is questioned, a meter inspection or test may be performed.
2. Accurate Meters - if the meter is found to register within an accuracy of plus or minus 2 percent, the customer may be assessed a service charge.
 - (a) An electric meter test will be charged in accordance with the FEUS Table of Fees and Penalties.

(b) Water meter test charges are based on the age of the meter.

C. Tampering or Fraud:

In cases of meter tampering or fraud, the Customer Service Division shall make a correct determination by tests, analyses, consumption histories, and investigations to determine the proper basis for making an adjustment, if any. Adjustments in the billing shall be made promptly. The adjustment will not exceed four years.

D. Disputes:

If a dispute still exists after investigation by the Customer Service Division, the customer may appeal to the City Manager or his designee and then to the Public Utility Commission of the City in accordance with Rule and Regulation No. 25.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 6

ESTABLISHMENT AND RE-ESTABLISHMENT OF SERVICE

- A. Service will be established (connected) by FEUS upon customer request as provided in Rules and Regulations No. 1, No. 2 and No. 3. The charge for an electric connection will be assessed per the FEUS Table of Fees and Penalties. Every effort will be made to connect service on the day it is requested. If the workload does not permit a same day connect, the service will be connected on a first come first served basis. Also, if the customer should be connected on the weekend or after hours, an increased connection fee will be assessed per the FEUS Table of Fees and Penalties.
- B. For re-establishment of service disconnected for non-pay or at a customer's request, the service charge will be assessed at the amount shown in the FEUS Table of Fees and Penalties. If the service is reconnected after hours or on a weekend, an increased reconnect fee will be assessed.
- C. Re-establishment or disconnection of service at a point other than the customer's meter (usually at the pole and commonly called a "cut line") will be at actual charges (minimum 1 hour for crew and vehicle) and results from customer denying FEUS ingress to and egress from customer's premises.

Revision #1: Sept 1996

Revision #2: Approved February 23, 2016

Rule and Regulation No. 7

DISCONTINUANCE OF SERVICE

- A. Service may be refused or discontinued by FEUS for any of the reasons listed below. Unless otherwise stated, the customer shall be given notice and a reasonable time in which to comply with the rule before service is discontinued, except as provided in 1, 2, 3, and 4 below.
1. Without notice in the event of a condition determined by FEUS to be hazardous. In the case of fire the service will need to be inspected before service is re-established.
 2. Without notice in the event the customer's use of equipment or a power producer's system is in such manner as to adversely affect FEUS equipment or service to others. Harmonic distortion must be less than the criteria defined in Rule and Regulation No. 26. The customer's responsibility for harmonic distortion will be all cost to correct the interference to another customer. This will include all costs to install a separate transformer where the customers share the transformer.
 3. Without notice in the event of the customer's tampering with, damaging, or deliberately destroying the equipment furnished and owned by FEUS, or in the event of fraudulent obtaining of utility service.
 4. Without notice in the event of unauthorized use.
 5. For violation of and/or noncompliance with these rules and applicable codes.
 6. For failure of the customer to fulfill his contractual obligations for service and/or facilities.
 7. For failure of the customer to permit FEUS reasonable access to its equipment.
 8. For nonpayment of bill, provided FEUS has given the customer written notice.
 9. For failure of the customer to furnish such service equipment, permits, certificates, and/or rights-of-way, as shall have been specified by FEUS as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.
 11. For failure to pay for service of the same class at a previous metering point or points.
 12. For failure to pay for utility deposit or charges due in the prescribed time frame

which will result in service termination until charges and/or deposits are paid, plus any applicable service charges.

13. For an outstanding unpaid utility bill for water, sewer or electric service by the principal occupant of the premises being served.
- B. When service has been discontinued for any of the above reasons, FEUS shall have a reasonable period of time to restore service.
- C. When FEUS has determined that a customer is bypassing a meter or otherwise interfering with the proper registration of electricity used, service will not be restored until the customer has caused:
1. The bypass to be removed.
 2. Payment to be made for all damages to the metering equipment and payment of FEUS's estimate of the electricity used for the period during which the meter was tampered with. A tampering fee per utility service per instance will be assessed according to the FEUS Table of Fees and Penalties.
 3. The installation, at the customer's expense, of any approved type meter loop and meter base, which shall be installed on the outside of the building.
 4. Payment of a deposit in accordance with Rule and Regulation No. 3.
- D. Customers who intend to move from the premises or discontinue the use of electric service or in any way terminate their liability hereunder shall give FEUS reasonable notice of such intention and the customer will be liable for all electricity that may be used upon the premises until such notice is given and FEUS has made the final meter reading.
- E. When electric service has been discontinued due to default or fraud by a customer, FEUS shall not be obligated to restore service until said customer shall have made application and paid all money due from such customer to FEUS, including the service re-establishment charge to cover the cost of restoring the supply of electricity during normal working hours. If service is re-established during other than normal working hours, or the re-establishment or disconnection is performed at a point other than at the customer's meter, the charge will be per Rule and Regulation No. 6.
- F. The City of Farmington will not terminate utility service to any residence wherein a seriously ill person resides if the customer does not have the ability to pay for utility service provided there has been compliance with the procedures established by this subsection.
1. The following definitions are applicable for the purposes of this subsection F:

- a. Seriously Ill Person - A person residing in a residence to which the City supplies electric and/or water service whose life would be endangered in the event of termination of such services and who does not have the ability to pay for such service.
 - b. Practitioner of the Healing Arts - A doctor of medicine or doctor of osteopathy medicine licensed and in good standing under the laws of the State of New Mexico.
 - c. Certificate of a Seriously Ill Person - A certificate available from and in the form designated by the Customer Service Division wherein a Practitioner of the Healing Arts certifies and states with reasonable accuracy and detail the condition and probable duration of the ill health of a named individual and the reason why termination of utility service will endanger that person's life. A certificate of a seriously ill person properly signed by a Practitioner of the Healing Arts shall be valid for the lesser of the duration of the illness certified by the Practitioner of the Healing Arts or a period of six (6) months from the date of the certificate unless the City has reasonable cause to believe the certificate is false, incorrect or invalid in which case the City may require that a new certificate be furnished.
 - d. Certificate of Inability to Pay - A certificate available from and in the form designated by the Customer Service Division signed by the customer certifying that the person named in a Certificate of a Seriously Ill Person resides at the residence of the customer, that the customer and/or the seriously ill person does not have the ability to pay for utility service to the residence, and that termination of utility service will endanger the life of the seriously ill person. (The seriously ill person may be the customer or another person.) The Certificate of Inability to Pay shall be valid for one (1) billing cycle (approximately 30 days).
2. The Customer Service and Metering Services Divisions shall, for purposes of this Subsection F, maintain and keep available for the public a supply of "Certificate of a Seriously Ill Person" and "Certificate of Inability to Pay" forms.
 3. A customer shall deliver a Certificate of a Seriously Ill Person valid for the duration therein stated and deliver a Certificate of Inability to Pay once each month to the City as directed in this Subsection F in order to prevent termination of service to a residence in which a seriously ill person resides.
 4. The City shall rescind an order for termination of utility service if the customer delivers the certificates required by the Subsection F to the City as herein specified at

least two (2) days prior to the proposed termination date.

5. If the certificates required are delivered to the City as herein specified after service is disconnected the City will reconnect service within twelve (12) hours after receipt of such certificates.
 6. Certificates required by this Subsection F shall be delivered to the Customer Service Division during normal business hours or to the FEUS employee responding to calls after normal business hours or on weekends or holidays.
- G. The City has established a third party notification program for persons who state they do not have the ability to pay a utility bill. If customers desire to participate in the program, they shall be given or mailed forms entitled "Third Party Assistance", which shall be completed and executed by the person, organization, or governmental agency that is ready, willing and able to assist the customer in the payment of utility bills. After such form has been received by the City and until otherwise notified by the person or organization expressing a willingness to be of assistance, the City shall send a duplicate copy of any termination notice and a copy of the statement of charges to the third party. If the third party agrees to pay the delinquent bill within five days after service otherwise would have been terminated, then the City shall not disconnect service until that date has passed. If the bill is not paid and if the third person fails to commit himself to pay within five days after service would otherwise have been terminated, or if the City is unsuccessful in contacting the third person, then service may be terminated on the designated termination date. If the third party fails to pay as agreed, the service may be terminated on expiration of commitment.
- H. The City shall attempt to arrange with all delinquent residential customers who express an inability to pay their utility bills, a deferred payment plan for the payment of past due utility charges. The City may, at its election, require a written agreement signed by the customer. In the event the customer fails to comply with the payment schedule agreed upon, then the City shall terminate service; however, not until after giving two days written notice of termination if personally delivered or five days written notice if mailed.
- I. Should the customer allege that (a) a proposed repayment plan is unreasonable, (b) a utility charge is not due and owing, or (c) the customer has not violated any agreed upon repayment plan then, in any such event, a review of such customer's complaint shall be conducted by the Customer Service Manager, or an appointed designee, who has authority to rescind the termination order, correct charges, extend a repayment plan, or to take other appropriate action. Should the customer not be satisfied with the outcome of this initial review, a secondary review shall be conducted by the Business Operations Manager and should that review not be to the customer's satisfaction, a third level of review shall be conducted by the Electric Utility Director. The action taken or determination made by levels of review shall be based upon all applicable facts and circumstances and the following policy considerations:

1. FEUS shall attempt to assist and to accommodate persons who are seriously ill or who are in temporary (less than twelve months) difficult financial circumstances;
 2. All customers shall be treated fairly and equally;
 3. Customers who are unwilling to make a good faith effort to pay utility charges should not be subsidized or allowed to take unfair advantage of customers who pay utility bills readily and promptly.
- J. Any employee sent by FEUS to terminate service shall be authorized to receive payment of past due bills and upon receipt thereof, said employee shall be empowered to cancel the discontinuance order.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 8

ACCESS TO PREMISES

- A. In accepting service, the customer grants to FEUS the right of ingress to and egress from the customer's premises by properly identified FEUS employees at all reasonable times for utility purposes, including but not limited to inspecting, maintaining, installing, connecting, reading, testing, repairing, adjusting, disconnecting, removing or changing utility poles, conductors, wires, meters, and other equipment or apparatus. Failure to provide such access may be cause for discontinuance of service.
- B. In cases emergencies, or power restoration, immediate access may be required and gained by cutting a customer's locking mechanism on their gate or, if absolutely necessary, damaging the customer's gate.
- C. If FEUS has been denied right of ingress to and egress from customer's premises and service must be re-established or disconnected, FEUS will do so at the pole (a "cut line") at actual charges (minimum 1 hour for crew and vehicle).
- D. If access is required for maintenance purposes, staff will execute the following steps prior to discontinuance of service:
 - 1. At the time of the work order requiring access to the premises, if access is not gained, a tag will be left on the gate requesting a return telephone call to schedule access to the premises;
 - 2. If, after fourteen (14) days the tag has not been productive in gaining access, FEUS personnel will attempt telephone contact and email notification, if possible, to schedule access with the resident;
 - 3. If, after thirty (30) days following initial contact with customer via tag request and access to premises has not been obtained, a re-occurring non-refundable monthly fee will be added to the account related to the meter location. This fee will be used to offset the cost of non-productive field visits and office staff time.
 - 4. If, three (3) months have passed and no access is given to FEUS, the lock or gate will then be cut, and a padlock labeled Farmington Electric Utility System will be installed to secure the premises. The Farmington Electric Utility System and the City of Farmington assume no liability related to the security of the premises.

Approved January 4, 2005
Revision #1: Approved February 23, 2016

Rule and Regulation No. 9

INCREASE IN CUSTOMER'S LOAD

The FEUS service wires, transformers, meters and other devices used to supply electricity to the customer's premises each have a definite capacity. The customer shall give FEUS reasonable advance notice in writing in case of an increase in connected load of more than 3 kW, in order that FEUS may change its equipment accordingly. Payment for such additional equipment will be subject to all Rules and Regulations of FEUS. Items typically causing this magnitude of load increase include hot tubs, electric hot water heaters, central air conditioning, air compressors and motors greater than 3 HP. Failure to give such advance notice may result in damage to FEUS equipment, FEUS ability to provide adequate electric service quality and possible extended interruptions of electric service. The cost for FEUS to upgrade equipment due to failure of the customer to give advance notice may be charged to the customer.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 10

INTERRUPTIONS, DEFECTS IN SERVICE OR TRESPASS

A. General:

1. FEUS will endeavor at all times to provide an adequate, efficient and uninterrupted supply of service, but does not guarantee the same. Interruption of service should be reported promptly to FEUS, so that restoration of service may occur within a reasonable time.
2. FEUS shall, whenever repairs or improvements are required, have the right to temporarily suspend electric service. Repairs or improvements will be completed as soon as possible, and, if practicable, with the least inconvenience to customers. FEUS will give as much advance notice of suspension as possible.

B. Uncontrollable Forces:

1. FEUS shall not be liable for interruptions to service or for loss or damage resulting therefrom caused by uncontrollable forces beyond its control. FEUS shall exercise due diligence in restoring service in the event interruptions occur.
2. Customers receiving 3-phase service shall be responsible for protecting their equipment from loss of one or more phases.
3. FEUS provides surge protection on the primary (high voltage) system, but the customer is responsible for surge protection for their electric system beyond the meter. Damages to customer's equipment due to phase loss shall be the responsibility of the customer.

C. Trouble Calls:

When a trouble call is made at a non-residential customer's request and it is determined by FEUS that the cause of the trouble is due to the failure of customer owned equipment or wiring, FEUS may charge the non-residential customer for investigating the call at actual cost (minimum 1 hour for crew and vehicle).

D. Unauthorized Installation, Tampering and Trespass:

1. Service wires and/or conduit will not be installed into a padmount transformer, vault or enclosure without an FEUS employee being present on site. Any electrician, contractor, or other person who violates this rule will be subject to a civil penalty according to the FEUS Table of Fees and Penalties, payable to the Farmington Electric Utility System. No electric service will be connected for any

person violating this paragraph until this penalty is paid.

2. Anyone who commits the offense of tampering with or damaging public utilities as defined in Section 18-3-10 of the Farmington City Code shall also be in violation of these rules and will be subject to a civil penalty according to the FEUS Table of Fees and Penalties for each utility affected (electric and water). This tampering fee may be adjusted annually upon a finding by the Electric Utility Director that the City's costs from tampering have changed significantly. This civil penalty will be added to the customer's utility account. In addition, cutting the seal on any instrument transformer enclosure will also constitute a tampering.
3. Entering onto any utility property that is not open to the public without permission or with the intent to damage utility property will be a violation of these rules and will subject the violator to a civil penalty in accordance with the FEUS Table of Fees and Penalties, which shall be added to their utility account if they are a FEUS customer. Any person violating this paragraph shall also be subject to prosecution for trespass and/or criminal damage to property under City ordinance or State law and restitution will be sought for the cost of repairing any damage.

Revision #1: Dec. 2002

Revision #2: Approved February 23, 2016

Rule and Regulation No. 11

POINT OF DELIVERY

A. Definition:

The Point of Delivery on overhead services is that point on the customer's premises (or other agreed point) where FEUS terminates its electric service conductors with a connection to the customer's wiring, without regard to location of the FEUS meter. The Point of Delivery on underground services is that point where the customer's wiring is connected to the FEUS secondary voltage.

B. Responsibility of FEUS:

On overhead services FEUS will install one set of service conductors together with necessary meter or meters and metering transformers whichever is required for each Point of Delivery. This equipment will be owned and maintained by FEUS.

C. Responsibility of Customer:

1. The customer will install, own and maintain the service entrance equipment (type and specification to be approved by FEUS) which shall extend from the Point of Delivery to the customer's service entrance switch. This shall include conduit, wires, and meter base, socket or enclosure as required.
2. The customer or property owner must exercise due care for the protection of the property of FEUS on the customer's premises.
3. FEUS assumes no responsibility for wiring, fixtures and equipment on customer's premises other than to provide the proper meter and outside service connection from service main to first point of attachment on building or other structure being served, as provided herein. The customer shall notify FEUS in advance of installation of any change in connected load or equipment on the customer's premises which may occur from time to time.
4. Customer shall use reasonable care in designing and connecting loads to circuits so loads on the individual phases and circuits of the FEUS service to the customer will be as equally balanced as possible.
5. Customer agrees, in accepting service, that no one except the employees of FEUS will be allowed to make any internal or external adjustment of any meter or any other piece of equipment or apparatus which is the property of FEUS.
6. Primary metered 13.8kV equipment will be required as specified in the Metering and Service Guide for overhead and underground systems. All 13.8kV equipment

shall be installed, owned, and maintained by FEUS at the customer's expense. Delivery point of the power shall be the customer's transformer, fuses, load break switching terminal or utility's recloser. The customer is charged for energy between the point of delivery and the meter.

Revision#1: Approved February 23, 2016

Rule and Regulation No. 12

METERS AND EQUIPMENT

- A. All meters, equipment and instrument transformers required for measuring customer use of kWh energy, kW demand or KVAR reactive demand, including any special metering for standby, cogeneration (net metering) and time of use service, will be furnished, installed, owned and maintained at the expense of FEUS. Such meters may be installed on the customer's side of the point of delivery, but shall remain the property of FEUS. The meter location must be approved by FEUS in every case and shall be installed such as to offer adequate protection to electric equipment and provide access as stated in Rule and Regulation No. 8. The location and arrangement provided for FEUS metering equipment shall conform to all applicable codes.
- B. FEUS reserves the right to seal all meter entrance switches and all service entrance boxes regardless of ownership where the operation or tampering with such equipment may affect the registration of the meter or use of energy contrary to the provisions of these Rules and Regulations or the provisions of the applicable rate schedule.
- C. All meter sockets installed for residential use shall be at a point designated by FEUS and shall be of the outdoor type which shall be mounted at a height of six feet from the top of the enclosure down to the final finished grade. There shall be an unbroken conduit complete with wire or an approved cable run from the service entrance to the meter socket. The customer shall furnish and install the meter socket and any necessary wiring from the service entrance to the meter socket. The meter socket shall be so located that it is entirely on the outside of the building or structure. In the event that building construction, alteration or repair (i.e., construction of a porch or other structure) shall, in the opinion of FEUS, make a meter inaccessible, the customer shall, at customer's expense, relocate the meter socket and/or the service entrance conductor to an outside location which will be accessible to FEUS employees.
- D. The meter socket shall be so placed that the meter can be set and the sealing ring easily installed. The customer shall, at customer's expense, move or relocate the socket should plaster or abutments installed after the socket is in place interfere with the setting of the meter and the sealing ring.
- E. All meter sockets required for multi-metered buildings or structures (i.e. apartment houses) shall be grouped outside adjacent to each other and shall be individually numbered and identified to correspond with the building unit or apartment number. FEUS may require the removal or relocation of meter sockets should building, remodeling, or repair make meters inaccessible. The customer shall, at customer's expense, install outdoor meter type sockets where remodeling, reconstruction, or repair requires a change in wiring or removal or relocation of the meter loop.
- F. All meters installed for General Service shall be located at a point designated by FEUS.

Outdoor location is required for all meters. Meters shall not be placed in dirty, inaccessible or hazardous locations, and shall not be unreasonably exposed to heat, cold, or dampness.

- G. All meters installed that do not require a current transformer shall be mounted at a height of six feet from the top of the enclosure down to the final finished grade.
- H. Current transformers will be allowed for meter installations only with FEUS approval. Cabinets and mountings shall be furnished and installed by the customer and shall meet FEUS specifications.
- I. Customer will install a metering instrument cabinet whenever, in FEUS's opinion, the customer's load exceeds the capacity of the applicable self-contained meter. Detailed specifications of metering cabinets are available, upon request at the FEUS Engineering Division.
- J. A metering instrument cabinet shall be installed by the customer when the three-phase main or disconnect switch is larger than 600 amps.
- K. Meter cabinets required by this rule shall not be used to house customer owned equipment, such as distribution panels or other equipment, nor used as a junction box or raceway for the distribution of circuits. The City may approve the connection of fire alarm or emergency system circuits to conductors within current transformer metering cabinets.
- L. Customer shall be responsible for the protection of the meters and other FEUS owned facilities located on customer premises and shall exercise reasonable care to prevent the theft of, damage to, or interference with such equipment.
- M. No meter will be installed or service supplied until the applicant has satisfactorily complied with all FEUS requirements and the settlement of prior indebtedness for similar service due FEUS.
- N. The cost of all equipment required for primary metering shall be the responsibility of the customer.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 13

CHARACTER OF SERVICE

The character of service available at any particular location should be ascertained by inquiry at the FEUS Electrical Engineering Division. All electric service furnished by FEUS shall be at 60 hertz alternating current and will be furnished as single or three-phase in accordance with the applicable provisions of these Rules and Regulations and any applicable codes. Voltage values stated herein are nominal and standard variations may occur to actual values, as well as in other conditions of service stated herein. Service to customers will be provided at the rates set forth in the tariff which is applicable to the customer.

A. Residential Service:

1. Residential service from an overhead or underground system normally will be furnished by FEUS as single-phase, three-wire service at the nominal voltage of 120/240 volts up to a maximum of 100 kVA demand.
 - a. Single-phase service shall not be used for the operation of individual motors with nameplate rating in excess of 7½ horsepower (HP).
 - c. The maximum length of service drop from the FEUS pole to the customer's point of attachment shall not exceed one hundred (100) feet for a 100/150 ampere service or eighty (80) feet for a 200 ampere service.
 - d. An underground service shall be required whenever the total demand load, calculated in accordance with the National Electric Code (NEC) Article 220, exceeds 200 amperes.
 - i. The point of delivery on underground service is that point where the customer's wiring is connected to FEUS secondary connections such as at overhead secondaries, below grade enclosures, or secondary lugs in pad mounted transformers.
 - ii. Where underground service is desired by an applicant from an overhead system, the applicant will be required to install and furnish necessary wiring, conduit and other materials necessary to connect to the FEUS secondary connection. Quadrant spots must be obtained from the Electric Engineering Division before attaching to a FEUS pole. This type of service is by special arrangement only. All such service will be connected to FEUS by FEUS personnel only.
2. Separate wiring and meter will be provided for each dwelling unit in multi-family

dwellings and in apartment houses.

3. Premises used and occupied as a commercial establishment and a residence shall be billed under the applicable General (commercial) Rate Schedule. Subject to approval of FEUS, compliance with applicable codes, and state and local inspection, the customer may request that each class of service be separately metered and billed in accordance with applicable rate schedules.
4. Each separate service or meter location will be metered and billed separately. FEUS reserves the right to combine meter readings for its convenience.

B. General and Large General Service:

1. General Service shall include all non-residential service not otherwise classified in specific rate schedules. Any establishment carrying on a business, or a professional or commercial enterprise acknowledged or advertised as such, will be considered under General Service. The absence of such advertising shall not be considered as conclusively establishing that the service is not under General Service.
2. Three-phase service shall not be provided for the operation of motors with a total nameplate rate of less than 10 HP, unless adequate three-phase voltage exists at the premises. General and Large General Service will be furnished at the nominal voltages indicated below:
 - a. 120/240 volt, single-phase, three-wire service
 - i. 20 HP motor VFD for a single motor
 - b. 480 volt, single-phase, three wire service
 - i. 20 HP motor VFD for a single motor
 - ii. Aggregate motor load not to exceed 30 HP
 - c. 120/240/240 volt three-phase, four-wire, maximum 225 kVA service may be furnished from an overhead distribution system.
 - d. 208Y/120 volt, three-phase, four-wire connected service may be furnished by FEUS. The customer shall use only motors and equipment rated for 208 volt service.
 - e. 480Y/277 volt, three-phase, four-wired connected service may be furnished by FEUS. All single phase lighting and other non 480Y/277 volt power requirements will be provided by the customer as part of their electric system, in compliance with applicable codes.

3. All voltages mentioned above require the customer to install underground service whenever the total demand load calculated in accordance with the NEC, Article 220, exceeds 200 amperes, except as follows:
 - a. A 200 ampere overhead service, not to exceed eighty (80) feet in length may be allowed;
 - b. A 100/150 ampere overhead service, not to exceed one hundred (100) feet in length may be allowed.
4. FEUS will furnish primary service at 7,970 volts or higher voltages as may be available only when, in its opinion, the size or special character of the load, or the location thereof, warrants furnishing service on such basis.
5. When service is supplied at more than one service or meter location on the customer's premises, separate billing will be made for each location of service. More than one premise or business will not be served through one meter, except to a group of buildings under one ownership, management and control, and provided that each building is part of the operation of the premises or businesses.

C. Supplemental Service:

1. Supplemental service can be provided to any customer who also receives electric service from a source other than FEUS.
2. Service voltages shall be limited to those specified under Residential, General or Large General Service, whichever would be normally applicable if the customer did not have an additional source of electric service.
3. Service to co-generation and small power producers shall conform to Rule and Regulation No. 21.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 14

CUSTOMER'S WIRING AND EQUIPMENT

The customer's wiring and equipment must conform to the National Electric Code of the National Fire Protection Association, the National Electrical Safety Code as compiled by the Bureau of Standards, the New Mexico Electrical Code and any applicable municipal codes. Failure to conform to the above mentioned codes may be cause for refusal or discontinuance of service.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 15

RESALE (SUB-METERING)

All electric service (other than emergency, standby service, supplemental service or cogeneration service) used on the premises of the customer shall be supplied exclusively by FEUS, and customer shall not, directly or indirectly sell, sublet, assign, or otherwise dispose of electric service or any part thereof except as may be provided in a written agreement between the customer and FEUS.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 16

TEMPORARY, MOBILE HOME, SUBDIVISIONS, MULTIPLE OCCUPANCY UNITS AND SPECIAL SERVICES

A. Temporary Service:

1. Temporary service as herein defined refers to structures or equipment mounted on skids or other movable devices, structures that are not permanently connected to a permanent foundation, trailers and things of similar nature. Construction works, fairs, bazaars, circuses, concessions, and similar enterprises of a temporary nature and ventures of such uncertain, speculative character, such as mining, etc. which during the preliminary or development period of same may be considered in this class of service at the option of FEUS.
2. Whenever an applicant requests temporary service, FEUS will supply temporary service contingent on availability of facilities. The customer will pay in advance the total quoted cost of line extension facilities not including the meter and service drop constructed and installed by FEUS to supply electric service and the removal cost less net salvage of the facilities.

B. Individual Lot Manufactured (or Mobile) Home and Modular Units:

1. Service to manufactured homes, as herein defined, refers to individually owned modular or manufactured homes, which are of a movable nature and where permanency is questionable.
2. Whenever an applicant requests service for a manufactured home or modular unit which is to be considered "Temporary", the applicant will pay in advance the total quoted cost of the line extension not including the meter and service drop.
3. A manufactured home or modular unit that is installed with a permanent foundation will be considered under Rule and Regulation No. 17 to be of a permanent nature and eligible for FEUS' contribution of fifty percent (50%) for the construction cost of the line extension or service upgrade. Other codes and regulations may require a more stringent design.
4. Aid to Construction is defined as the customer's payment as applied to the quote for line extension construction costs. The customer will be held responsible for the entire amount (100%) of Gross Receipts Tax (GRT) on construction materials applicable to the quote.

C. Mobile Home and RV Parks

1. A mobile home park is defined as three (3) or more manufactured homes or provision for three (3) or more manufactured homes located on a parcel of land with less than one hundred (100) feet between manufactured homes. Mobile home parks are eligible for FEUS' contribution of fifty percent (50%) towards the construction cost of the line extension or service upgrade.
2. Mobile home parks will comply with all applicable sections of FEUS' Meter and Service Guide, ordinances, the National Electric Code of the National Fire Protection Association, the National Electrical Safety Code as compiled by the Bureau of Standards, the New Mexico Electric Code and any other applicable municipal codes.
3. Existing mobile home parks divided and sold as separate lots to individual owners from previously rented lots will have FEUS install secondary service at the owner's expense to each lot at the time of sale to individual owners.
4. RV parks are eligible for FEUS' contribution of fifty percent (50%) towards the construction cost of the line extension or service upgrade.

D. Subdivision and Multiple Occupancy Units (Overhead and Underground)

1. This section applies to site-built homes, multiple occupancy units, modular units and to manufactured housing meeting the "permanency" requirements established in Rule and Regulation No. 17.
2. The developer will pay fifty percent (50%) of the quoted construction cost of the line extension to initiate the work order, plus gross receipts tax on the construction materials, with an approved and recorded eligible plat.
3. An easement will be provided to FEUS by the owner along the perimeter or corridor for single phase or three phase overhead lines as a point of origination for underground primary feeds.
4. Circuit upgrades required for capacity and reliability of service will be included in the developer's cost with a fifty percent (50%) contribution by FEUS.
5. Underground facilities for each lot will be installed to terminate at the lot corner or boundary.
6. All provisions of any other applicable City and FEUS Rules, Regulations, Ordinances and Codes will be met by the owner and/or developer seeking service.

E. Special Services

1. Special Service refers to service provided to facilities where the use of electricity, either in amount or permanency, cannot be determined with assurance. Included under Special Services as herein defined are oil and gas production facilities with pump jacks, cathodic protection for wells, pipelines, etc.; telecommunication sites; irrigation and farming equipment.
2. Whenever an applicant requests special services, the applicant will pay in advance fifty percent (50%) of the total quoted installation cost not including the meter and service drop, plus entire amount (100%) of Gross Receipts Tax (GRT) on construction materials applicable to the quote.

F. This Rule shall be interpreted in conjunction with FEUS' other Rules and Regulations, Line Extension Agreement, Trenching Agreement and Tariffs.

Approved: June 16, 1999
Revision #1 Approved: July 19, 2000
Revision #2 Approved: November 26, 2005
Revision #3 Approved: March 7, 2006
Revision #4 Approved: April 1, 2008
Effective July 1, 2008
Revision #5 Approved: February 23, 2016

Rule and Regulation No. 17

LINE EXTENSION POLICY FOR OVERHEAD AND UNDERGROUND DISTRIBUTION

- A. The customer and FEUS will each be responsible for fifty percent (50%) of the quote for the construction of a line extension to provide initial electric service or service upgrade required to provide additional load to the customer. To qualify for FEUS' fifty percent (50%) contribution, a written Line Extension Agreement must be signed by the customer.
- B. The customer will be responsible for one hundred percent (100%) of the New Mexico Gross Receipts Tax on construction materials applicable to the quote for the line extension.
- C. The customer's fifty percent (50%) payment to FEUS is fully refundable if the customer should cancel the project prior to FEUS incurring any expenses on behalf of the customer. Should the customer wish to cancel the project after costs such as labor, filing fees, right-of-way (ROW), or archeological and environment expenses have been incurred by FEUS on the customer's behalf; any refund to the customer will be reduced by these expenses.
- D. Actual costs for expenses such as ROW, archeological fees, filing fees and environmental assessments will be billed one hundred percent (100%) to the customer as costs are incurred.
- E. The customer will be required to pay FEUS the full amount of their fifty percent (50%) share of the costs and any applicable taxes prior to being placed on the construction schedule.
- F. FEUS will provide one free quote to determine the cost of extending or modifying FEUS' facilities to provide the service requested by the customer.
- G. A quote shall remain valid for a period of sixty (60) days from the date it is completed. There will be no additional cost to "refresh" the quote if the sixty (60) day period has elapsed and there are no changes to the original service extension.
- H. A charge for expenses will be made to the customer for any additional quotes for service to the same location which may be requested by the customer if the location of the service extension is modified, if an additional trip to the site is required. The cost of each additional quote shall include FEUS' expenses in making such additional quotes.

- I. If a customer requests changes once the work on the line extension has commenced, the customer will be responsible for one hundred percent (100%) of the cost of the additional engineering and fifty percent (50%) of the additional cost of the line extension.
- J. Should existing transformer(s) be of adequate capacity to serve the customer's load, but the customer's preference is to change the voltage (ie. 120/208 to 277/480) the customer will pay one hundred percent (100%) of the quoted construction cost, plus applicable tax on construction materials in the quote.
- K. Should a customer request re-locating an existing line for their convenience, the customer will be responsible for one hundred percent (100%) of the quoted construction cost, plus applicable tax on construction materials in the quote.
- L. Line extensions which are negotiated for a third party, rather than the customer, will be billed at one hundred percent (100%) of the quoted construction cost plus tax on construction materials applicable to the quote, with no contribution from FEUS.
- M. Should a customer sign a Trenching Agreement to become responsible for the trenching and laying of conduit in the trench, that cost will be deducted from the cost quote for line extension construction. FEUS will require either a quote or an actual invoice from the customer, of the trenching and laying of conduit expense to qualify for FEUS' fifty percent (50%) cost contribution. Under no circumstance will FEUS reimburse an amount greater than the expense FEUS would have incurred to provide the trench and lay the conduit.
- N. If a trench is required for placement of an electrical line, FEUS will offer an agreement to the customer owner or developer of the property to allow other parties ("foreign utilities" such as telephone or cable companies), or to the foreign utilities directly, to share in the pro-rata cost of excavating the trench, the total cost of the foreign utilities' raceway and placement into the trench and any other costs related to the excavation or raceway in exchange for FEUS excavating the trench and placing the raceway into the trench for the benefit of the foreign utilities. Should the customer owner or developer of the property, or any foreign utility desiring to share the trench, choose to sign such an agreement with FEUS, full payment to FEUS for all such costs must be received prior to being placed on the construction schedule.
- O. Should the agreement stated in "N" above not be made between FEUS and the customer owner or developer of the property, or foreign utilities wishing to use an open FEUS trench, for safety reasons FEUS will close its trenches by the end of each work day unless an emergency situation exists that necessitates the trench remain open and barricaded. FEUS shall endeavor to provide notification to the customer owner or developer of the property so that the customer may notify foreign utilities which may benefit from having an open trench for placement of their lines two (2) weeks prior to trench excavation. Should foreign utilities desire to install their facilities in an open FEUS trench, proper spacing per FEUS must be met and under no circumstance will a foreign utility install their facilities before FEUS facilities are in place and properly padded. Personnel of the

foreign utility must be on-site during trench excavation and have their facilities installed in a time frame sufficient to meet FEUS' safety criteria of trench closure or barricading any open trenches due to an emergency situation by the end of each work day.

- P. A manufactured home or modular unit that is installed with a "Permanent Foundation System" as defined in Section 14, Paragraph 50 to 52.2 of the Manufactured Housing Act and Regulations dated June 1, 1999 described therein as a block or concrete stem wall, will be considered to be of a permanent nature and eligible for FEUS' contribution of fifty percent (50%) for the line extension or service upgrade construction. Other codes and regulations may require a more stringent design. Prior to the installation of the block or concrete wall, if the customer wants the line extension construction to move forward, the customer can pay one hundred (100%) of the quoted construction cost and 100% of the tax on construction materials applicable to the quote, with fifty (50%) of the quoted construction cost eligible for refund when the inspection form is signed by the State of NM Manufactured Housing Division Inspector.
- Q. Manufactured homes not meeting the permanency requirements and meeting the definition of Temporary will be responsible for one hundred percent (100%) of the quote for construction of the line extension with no refunds.
- R. FEUS will supply one street light assembly consisting of one pole, one luminaire and up to 150 feet of overhead wire with associated connecting materials for construction of new overhead street lights for the City of Farmington, City of Bloomfield and San Juan County. When new street lights are installed with underground feed, the customer will be responsible for all costs, except the street light assembly, for the underground installation. The customer is responsible for one hundred (100%) of the tax on construction materials applicable to the quote, including the street light assembly.
- S. For City of Farmington, City of Bloomfield and San Juan County street light relocations, the customer is responsible for one hundred (100%) of the total quoted construction cost and tax on construction materials applicable to the quote.
- T. Nothing contained in this regulation shall prevent FEUS from providing service to any customer upon terms and conditions other than as provided herein when after consideration and review of all of the circumstances, FEUS shall find that good cause exists for the establishment of terms and conditions for the service being sought is different than those set forth in this regulation and the establishment of such different terms and conditions shall result in fair, just and reasonable rates of service which are not preferential as to any customer or unreasonably discriminatory as to any customer. Likewise, should FEUS determine that providing a line extension or service upgrade to a customer with a fifty percent (50%) construction contribution results in an unfair or unreasonable rate of service for other FEUS customers, FEUS reserves the right to assess an additional construction contribution from the customer.

- U. FEUS may require proof from the customer that service to the customer will not be in violation of applicable building and electrical safety codes, applicable zoning or subdivision regulations.
- V. This Rule shall be interpreted in conjunction with FEUS' other Rules and Regulations, Line Extension Agreement, Trenching Agreement and Tariffs.

Revision #1: June, 1996
Revision #2: April 1, 2008
Effective July 1, 2008
Revision #3: Approved February 23, 2016

Rule and Regulation No. 18

EASEMENTS, PLATS, RIGHT-OF-WAY AND GRADING

- A. Whenever feasible, FEUS shall utilize public roads, streets, alleys and easements to provide electric utility service to customers.
- B. The customer shall bear all expense, including but not limited to, brokers' fees, purchase price, legal fees, survey fees, abstracting fees and title insurance, which may be required to obtain easements or rights-of-way from third parties whenever necessary to provide electric service to customer.
- C. The customer will be required to dedicate or to provide easements or rights-of-way across the customer's property, when necessary to provide electric service to the customer, at no cost to FEUS.
- D. All legal documents, including easements and rights-of-way, shall be in such form as may be designated by FEUS and approved by the City Attorney.
- E. All rights-of-way, easements, etc., shall be clearly shown on all plats, plot plans, etc., prior to the time they are recorded. All curbs, gutters, streets, alleys, building locations or lot lines, street lighting easements, final grades and locations are to be included in any plan for an underground distribution system.
- F. Contiguous easements and the associated cutting, filling and land leveling required to make those easements useful will be provided by the applicant without cost to FEUS. Grade will be established within six (6) inches of final planned permanent grades along all distribution easements before the installation of overhead lines, underground cables, conduit, manholes, or associated above-ground equipment.
 - 1. On front lot line underground construction, finished final grade will be the same elevation as top of curb extending from back of curb and including full width the FEUS easement.
 - 2. An easement of sixteen (16) feet shall be provided on the perimeter of all new, replatted and expansion plats of subdivisions. The sixteen (16) feet shall be used by FEUS for the point of origin for the subdivision's looped underground system on the overhead line(s).
- G. After FEUS' facilities have been constructed, grade changes by the customer which result in additional cost to FEUS to relocate FEUS equipment or infrastructure will be charged to the customer.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 19

CUSTOMER'S RESPONSIBILITY FOR ELECTRIC SYSTEM'S PROPERTY

All meters, instrument transformers, service connections, and other equipment furnished by FEUS shall be, and remain, the property of FEUS. Customer shall provide a space for, and exercise proper care to protect the property of FEUS on its premises; and in the event of loss or damage to FEUS' property arising from customer's neglect or failure to care for same, the cost of the necessary repairs or replacement shall be paid by the customer. The customer shall be responsible for the protection of other FEUS owned facilities located on their premises and shall exercise reasonable care to prevent the theft of, damage to, tampering or interference with such equipment. The customer shall not obstruct or alter the appearance of any FEUS property, including underground facilities, in any way. This includes construction of fences, structures and landscaping, changes in grade or planting vegetation that obstructs access or appearance and interferes with the safety and maintenance of FEUS. Failure to comply with this rule may result in loss of service.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 20

CURTAILMENT OF SERVICE

- A. FEUS strives to maintain adequate generation, transmission and distribution facilities in service, under construction or planned, to meet present and future anticipated growth of its service area. FEUS reserves the right to require adequate contracts and lead time for future loads which would endanger this position.
- B. FEUS reserves the right to interrupt service in order to perform preventive maintenance and/or to effectuate repairs to its property, equipment or system or to make such other arrangements as may be required to enable FEUS to restore service.
- C. In the event of breakdown, fuel shortage, labor stoppage or other conditions which would reduce FEUS' capability to provide for the full needs of all its customers, FEUS may request all customers in the affected area restrict their use of electricity. If FEUS' capability to provide service remains impaired after a request is made to reduce consumption, or if necessary in FEUS' judgment, FEUS may curtail service without notice.
 - 1. Should conditions require curtailments of service for extended periods, FEUS shall make every effort to maintain adequate service to those activities essential to the public welfare.
 - 2. FEUS may restrict use by, but shall make every effort to maintain essential services to medical, police, fire, water and sewer facilities necessary to adequately protect the welfare of the community.
 - 3. Where possible, curtailments shall be rotated in such a manner as to equitably distribute the reduction in service to as many customers as possible and thus reduce the length of interruption to any one customer.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 21

INTERCONNECTION, RELAYING AND METERING STANDARDS FOR GENERATORS, TRANSMISSION AND END USERS

I. Introduction

These guidelines state the minimum requirements for safe and effective operation of Customer-owned generation (Generating Facility) on the Farmington Electric Utility System (FEUS). Customers and FEUS personnel may be guided by this document when planning installations of a Generating Facility. These requirements are general and may not cover all details in specific cases. The Customer should discuss project plans with FEUS before purchasing or installing equipment. Depending on the size of the Generating Facility, a Customer may also have to abide by some additional requirements or agreements as follows:

- Qualifying Facilities 10 kW or smaller in size shall require Small Facility Interconnection Agreement governed by the FEUS Rate No. 17 and No. 18.
- Non Emission Generating Facilities greater than 10 kW to 100 kW and all Emission Generating Facilities rated less than 100 kW shall require Facility Interconnection Agreement.
- All other Generating Facilities, rated greater than 100 kW and proposing to connect to the FEUS distribution system, shall require Large Facility Interconnection Agreement.
- All Generating Facilities with point of interconnection at the transmission or sub-transmission voltage level shall follow the FEUS Facility Connection Requirements for Generation, Transmission and End-user Facilities. The transmission connected Generating Facilities shall also comply with applicable North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) reliability standards.

The term “Customer” for the purpose of this Rule and Regulation, will be used to refer to both cogenerators and small power producers, even though they may not actually be customers of FEUS electric services. The term “Generating Facility” refers collectively to power generating equipment and other associated electric devices located behind the Point of Common Coupling.

II. Interconnection Process

The requests for interconnections to the FEUS system under this Rule 21 will be processed according to the following basic flow chart. Further details are explained in the subsequent sections.

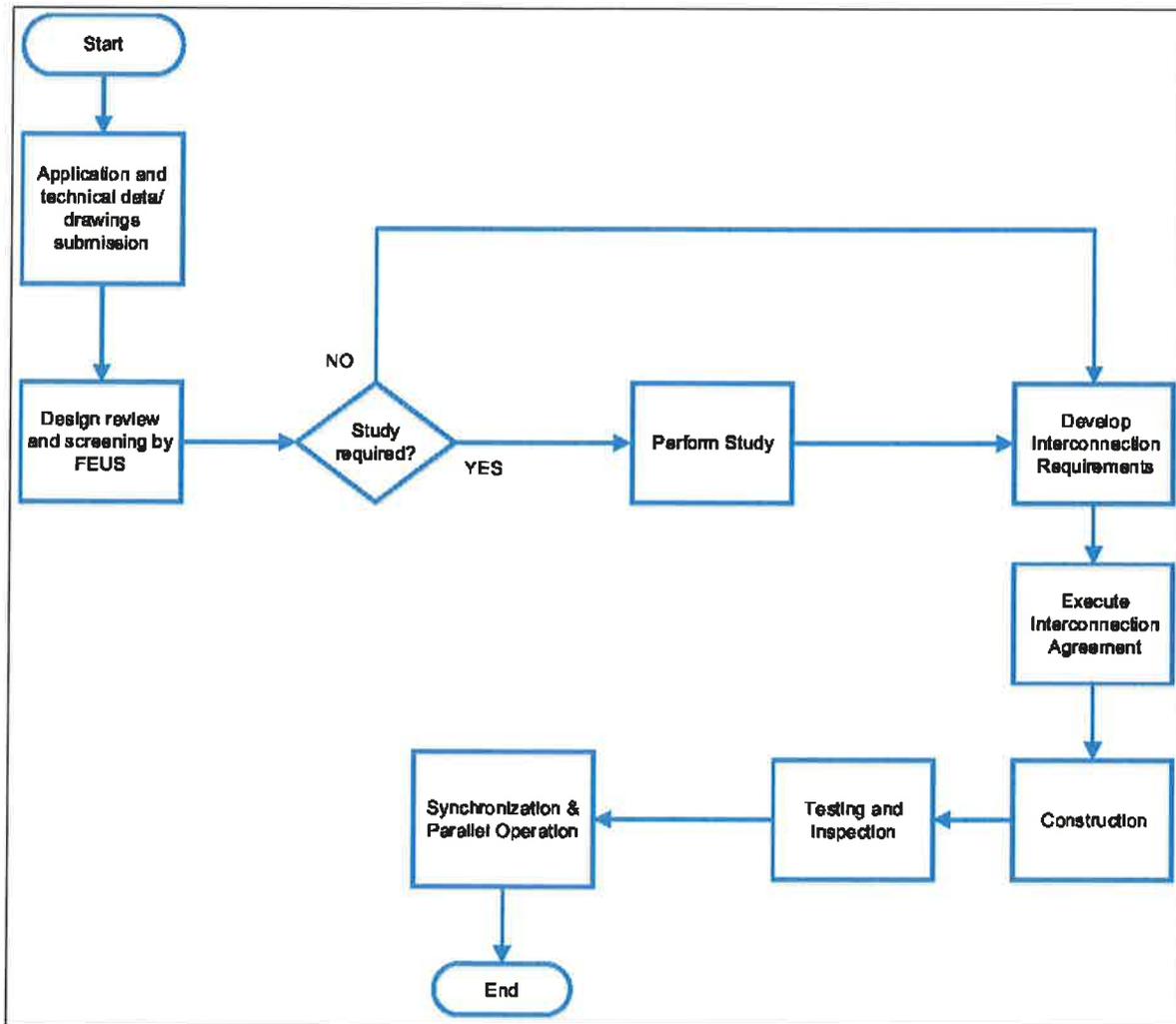


Figure 1. High-Level Process Flow Diagram for the FEUS Interconnections

The application package review and study will include, but not be limited to, evaluating MW and MVAR injection or withdrawal at the point of interconnection; thermal loadings of the impacted FEUS facilities; breaker duty; system protection and coordination; overall protection design, including surge arrestors, voltage, reactive power and power factor control, power quality impacts, voltage flicker, grounding and safety issues, metering and telecommunications, operational issues (abnormal frequency and voltages), generator ride through capabilities, stability and electromagnetic transients. The scope and schedule of the review and study will depend on several factors such as connection voltage, rating of the proposed Generating Facility, type and design of the Generating Facility, etc. FEUS and solely FEUS will set the budget for conducting review and study of the interconnection. The Customer shall be responsible for deposits and payments necessary to complete the review and study of the interconnection.

Generating Facilities that require a study, shall abide by the additional requirements identified in the study report for safe a reliable interconnection to the FEUS system.

Customers with Generating Facilities greater than 1 MW, intending to connect to the FEUS distribution system, shall follow the guidelines below.

- Customers must contact FEUS so that a study may be conducted to determine the feasibility of any proposal due to the restrictive nature of interconnecting with FEUS.
- Each installation will be unique and thereby must be discussed and reviewed on a case-by-case basis to establish the requirements.
- A separate contract may be developed between the Customer and FEUS to cover the agreement reached on the installation, wheeling and or purchase of the output of the generator.
- Carbon-based generators: All costs of connection and utility system upgrades shall be at the Customer's expense. The request shall follow the guidelines based on size in other sections of Rule 21.
- Where multiple generators are connected to FEUS' system through a single service point, the class will be determined by the sum of the ratings of the generators. The classes are based upon generator nameplate ratings.

If a Customer has a dispute, or asserts a claim, with FEUS that arises out of or in connection with a Generating Facility connected or proposing to connect under this Rule and Regulation No. 21, or their performance, such Customer shall provide FEUS with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by FEUS. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of receipt of the Notice of Dispute by FEUS, such claim or dispute may be appealed to the Public Utility Commission (PUC) in accordance with Rule and Regulation No. 25. The decision of the PUC shall be final.

III. Policy on Customer Generation

It is the policy of the FEUS to permit any Customer to operate its Generating Facility in parallel with the FEUS electric system whenever this can be done without adverse effects to the general public or to FEUS personnel or equipment. Certain protective devices (relays, circuit breakers, etc.), specified by FEUS must be installed at any location where a Customer desires to operate generation in parallel with the FEUS system. The purpose of these devices is to promptly disconnect the Generating Facility from the FEUS system whenever faults or abnormal conditions occur. Other modifications to the electrical system configuration or protective relays may be required in order to accommodate parallel generation operation.

FEUS will not assume any responsibility for protection of the Generating Facility or any other portion of the Customer's electrical equipment. The Customer is fully responsible for protecting its equipment in such a manner that faults or other disturbances on the FEUS system do not cause damage to the Customer's equipment and the Customer's protective devices coordinate appropriately with the FEUS protection system. The Customer is responsible for any and all costs incurred by FEUS to allow for the operation of the Generating Facility.

IV. Generation Sources

The Customer may elect to use any of a variety of energy sources, including solar, wind, hydro or other types of sources in addition to conventional fossil fuels. FEUS will interconnect as required by all relevant Federal laws including PURPA and subsequent amendments, to a facility which is a "Qualifying Facility." "Non-Qualifying Facilities" may be considered for interconnection by FEUS.

The end conversion for connection to the FEUS system must be 60 Hz sinusoidal alternating current at a FEUS standard voltage and FEUS phase rotation. The Customer may elect to operate its generator in parallel with FEUS or as a separate system with the capability of nonparallel load transfer between the two independent systems. The requirements for these two methods of operation are outlined below.

A. Separate System

A separate system is defined as one in which there is no possibility of connecting the Generating Facility in parallel with the FEUS system. For this design to be practical, the Customer must be capable of transferring load between the two systems in an open transition or non-parallel mode. This can be accomplished by either an electrically or mechanically interlocked switching arrangement that prevents operation of both switches in the closed position simultaneously. Many Uninterruptible Power Supply (UPS) systems do not specifically meet the separate system criteria.

If the Customer has a separate system, FEUS will require verification that the transfer scheme meets the non-parallel requirements. This will be accomplished by approval of drawings by FEUS in writing and, if FEUS so elects, by field inspection of the transfer scheme. FEUS will not be responsible for approving the Generating Facility and assumes no responsibility for its design, operation or effects on Customer loads.

B. Parallel Operation

A parallel system is defined as one in which the Customer's generation can be connected to the utility's system. A transfer of power between the two systems is a direct and often desired result.

Customer shall not commence Parallel Operation of its Generating Facility with FEUS unless it has received express written permission from FEUS to do so. FEUS shall authorize Customer's Generating Facility for Parallel Operation or with FEUS, in writing, within five (5) Business Days of satisfactory compliance with the terms of all applicable agreements. Compliance may include, but not be limited to, provision of any required documentation and satisfactorily completing any required inspections or tests as described herein or in the agreements formed between the Customer and FEUS.

Utility lines are subject to a variety of natural and man-made hazards. The electric problems that can result from these hazards are principally short circuits, grounded conductors and broken conductors. These fault conditions require that the damaged equipment be de-energized as soon as possible because of the hazards they pose to the public and to the operation of the system. A parallel generator must have adequate protective devices installed to sense trouble on the utility system and promptly disconnect.

The protective devices and other requirements imposed by FEUS in the following sections are intended to disconnect the parallel generator when trouble occurs. The Customer is solely responsible for the protection of its equipment from automatic reclosing by FEUS. FEUS normally applies automatic reclosing to overhead distribution circuits. When the FEUS source breaker trips, the Customer must ensure that the Generating Facility is disconnected from the FEUS circuit prior to automatic reclosure by FEUS (the automatic reclosing on FEUS distribution feeders is normally delayed by at least 0.1 second or 6 cycles). Automatic reclosing not coordinated with the Generating Facility may cause severe damage to Customer equipment and could also pose a serious hazard. These requirements are few for small installations, but increase as the size of the generation increases. The general and specific requirements for parallel generation installations of various sizes are discussed in the following sections.

V. General Design Requirements

- A. The Customer's installation must meet New Mexico Public Regulation Commission rules for cogeneration and small power production, technical requirements of IEEE 1547 standard for connecting distributed resources, as well as all applicable national, state and local construction and safety codes.
- B. Protective devices (relays, circuit breakers, etc.) for the protection of FEUS system, metering equipment and synchronizing equipment must be installed as required by FEUS. The protective devices differ with the size of the installation. The Customer will be responsible for having the Generating Facility protective schemes tested by a qualified testing/calibration company.
- C. A manual disconnecting device, capable of interrupting the load, accessible to FEUS personnel, and which can be operated and secured for line clearances, must be provided. The form of this device will vary with the service voltage and capacity, but the device must allow visible verification indicating whether it is in the open or closed position.
- D. The Customer is required to submit detailed design specification and engineering information one hundred twenty (120) calendar days prior to interconnection. The design specifications must include the following:
 - 1. The service voltage and location of the point of interconnection.
 - 2. An electrical one-line diagram of the Generating Facility beginning at the interconnection point and the AC and DC schematics. Prior to being submitted to FEUS, all drawings/documents shall be approved by a Professional Electrical Engineer registered in the State of New Mexico. All drawings are to be prepared to professional drafting standards (no hand sketched drawings will be

accepted). The drawings should have sufficient detail to show the major elements of the facility electrical connections, interconnection and protective equipment, and point of interconnection. At a minimum the drawing should include:

- a. Generating unit.
 - b. Circuitry of the facility with conductor types, sizes, and bus electrical ratings.
 - c. Metering points and instrument transformers.
 - d. Interconnection transformer with impedance data and voltage ratios.
 - e. Relays or Intelligent Electronic Devices with relay device numbers and circuit breaker / interrupting devices.
 - f. Switchgear (as applicable).
 - g. Utility circuitry at point of interconnection.
3. A detailed description of how and where the Customer's load will be connected and disconnected.
 4. The capacity and ownership of all equipment and circuits.
 5. Capacity and interrupting ratings for equipment and safety devices, including detailed information of all protective relaying with settings.
- E. FEUS will review such plans and either accept or outline specific additional functions that must be provided along with supportive data within a reasonable period of time according to existing PURPA and NMPRC requirements. A rejected plan must be modified and resubmitted for review.
- F. FEUS will approve only those portions of the design specifications that apply to protection of FEUS' electric system. FEUS may choose to comment on other areas that may appear to be incorrect or deficient, but will not assume any responsibility for the completeness, adequacy or accuracy of such comments or the adequacy of the design of these other areas.
- G. The Customer must agree to grant at no expense to FEUS all easements and rights-of-way necessary for FEUS to install, operate, maintain, replace and remove FEUS' metering and interconnection facilities, including but not limited to, adequate and continuous access rights to property owned by the Customers.

VI. General Operating Requirements

- A. The interconnection of the Generating Facility with FEUS shall not cause any reduction in the quality of service being provided to other Customers. The Generating Facility shall abide by the technical and performance requirements of IEEE 1547 standard unless FEUS has a more restrictive requirement documented to address specific reliability, safety or service quality concerns. If violation of a performance standard or technical requirement is identified as a result of operation of the Customer's generation, such generating equipment shall be disconnected until the problem is resolved to the satisfaction of FEUS at the expense of the Customer.
- B. The Customer shall not commence parallel generator operation until final written certification of compliance has been received from FEUS. FEUS reserves the right to inspect the Customer's facility and witness testing of any equipment or devices associated with interconnection.

- C. The Customer shall not be permitted to energize a de-energized FEUS circuit under any circumstances without prior FEUS permission. Failure to observe this requirement will be cause for immediate and permanent disconnection of the generation facility. In addition, the Customer will be held responsible for all damages and injuries resulting from such actions.
- Operation of the Generating Facility shall not adversely affect the voltage profile of the FEUS system to which it is connected. Unless specifically requested by FEUS, the Generating Facility shall not attempt to control or regulate the FEUS system voltage while operating in parallel with the FEUS distribution system. The generating facility shall not degrade the normal voltage provided by FEUS outside the voltage limits of ANSI C84.1. Automatic power factor or VAR controllers must be provided for installations utilizing synchronous generators. All generator installations over 100 kW must have the capability to operate within the full range of a 0.95 lead to lag power factor.
- D. For synchronous generators, sufficient generator reactive power capability shall be provided to withstand normal voltage changes on the FEUS system.
1. The generator voltage-VAR schedule, voltage regulator and transformer ratio settings will be jointly determined by FEUS and the Customer to ensure proper coordination of voltages and regulator action.
 2. In cases where starting or load changing on induction generators will have an adverse impact on FEUS system voltage, step-switched capacitors or other techniques may be required to bring the voltage changes to acceptable levels. Units over 100 kW must be brought to within 5% of synchronous speed before connection to FEUS.
- E. The Customer shall maintain his equipment in good order. FEUS reserves the right to inspect the Generating Facility from time to time as it deems necessary upon reasonable notice to the Customer. Functional testing of all breakers, relays and transformers must be performed yearly. Installations over 100 kW must have a full relay calibration check performed every three (3) years or less by qualified personnel and certified test reports are to be sent to the designated FEUS representative.
- F. The Customer shall discontinue parallel operation when requested by FEUS for various reasons such as:
1. To facilitate maintenance, test or repair of utility facilities.
 2. During FEUS system emergencies.
 3. When the Customer's generating equipment is interfering with other customers on the system.
 4. When an inspection of the Customer's generating equipment reveals a condition hazardous to the FEUS system or a lack of scheduled maintenance or maintenance records for equipment necessary to protect the FEUS system.
- G. The Customer may be required to notify FEUS of the power and energy production of each generator. Large power producers may be required to report energy and peak demand information daily.

VII. Design Information - FEUS System

- A. FEUS primary distribution voltage is 13.8 kV. Other voltages are also used in specific areas. Sub-transmission voltage is 69 kV. The 13.8 kV circuits are effectively grounded and are used for four-wire distribution (phase to neutral connected loads).
- B. Because most short circuits on overhead lines are of a temporary nature, it is FEUS' practice to reclose the circuit breakers on distribution lines within 0.1 seconds (6 cycles) and sub-transmission lines within three seconds after they have automatically tripped. The protective relays specified by FEUS for parallel generating interfaces are intended to disconnect the generation from faulty or isolated lines before reclosing occurs. It is the responsibility of the Customer to insure a proper disconnection before reclosing occurs.

VIII. Induction Generators

For generation aggregating less than or equal to 100 kW capacity, FEUS will supply the VAR requirements from general system sources at the current monthly charge specified in the applicable electric rate schedule. Installations over 100 kW capacity will require reactive compensation, such as capacitors, to be installed to maintain a power factor of at least 0.95. Such equipment will be installed at the expense of the Customer.

The self-excited induction generator can produce abnormally high voltages, which can cause damage to the equipment of other customers. Over voltage relays can limit the duration of such over voltages, but cannot control their magnitude. Because of these problems, the reactive power supply for large induction generators must be studied on an individual basis. In general, self-excitation problems are most likely in rural areas where the FEUS system capacity and load density are low. Where self-excitation problems appear likely, special service arrangements will be required, such as sub-transmission service in order to avoid the induction generator becoming isolated with small amounts of load. In many cases, the additional expense for such special service methods will outweigh the cost savings associated with induction generators.

IX. Inverter-based Generating Facilities

Inverter-based Generating Facilities shall comply with UL-1741 standard design guidelines. The inverter-based generation shall have adjustable voltage and frequency protection settings that shall comply with IEEE-1547 voltage and frequency ride through requirements. FEUS may develop more restrictive ride through requirements in the future, and the Customer shall adjust the protection set points or make reasonable efforts to make appropriate design changes (e.g., firmware upgrades) to comply with such requirements.

Reactive power supply requirements for inverter systems are similar to those for induction generators and the general guidelines discussed previously apply. Because of the possibility of self-excited operation, inverter-based Generating Facilities are treated the same as induction machines in these guidelines.

Total harmonic distortion (THD) in the Customers current waveform must be limited to values less than 20%. If a Customer using such a device for parallel generation is found to be interfering with other customers or FEUS, the generating Customer will be required to install filtering or other corrective measures to bring the harmonic output of his inverter to an

acceptable level. A THD under 5% seldom causes interference problems. Inverters over 1 MW must have 5% or less THD.

X. Specified Protective Relaying Requirements

FEUS has established three different classes for Customer-owned parallel generation, each with its own protective relaying. These classes are:

- A. Installation of systems over 10 kW but less than 100 kW.
 1. All installations in this class will require a site review. The larger installations in this class must use high quality industrial grade relays or utility grade relays.
(See Appendix A). Requirements for small generators are as follows:
 - a. A dedicated transformer and fused cutout will be required to interconnect the small power producer with the FEUS system.
 - b. Over / under frequency relays.
 - c. Over / under voltage relays.
 - d. Circuit breaker or over current relay for fault protection.
 - e. Three-phase synchronous generators or forced commutated inverters will also require automatic synchronizing relays, electrically operated air-magnetic breaker for connecting the generator to the FEUS system.
 - f. Voltage unbalance relays.
- B. Installation from 100 kW to 1 MW.

All installations in this class require full, utility grade, protective relaying and a site review. Each installation will be unique and some variation from the Appendix B layout will be accepted provided the intent of the requirements is met.
- C. Installation over 1 MW.

The Generating Facility shall, at a minimum, provide adequate protective devices that include over/under voltage trip, over/under frequency trip, reverse power relay (for non-export generating facilities if required by FEUS), and a means for automatically disconnecting the generating facility from the FEUS distribution system whenever a protective device initiates a trip. Based on the review of the proposed project design, FEUS may require additional protective devices. The Generating Facility shall be equipped with protective equipment designed to automatically disconnect the generating facility from the FEUS distribution system for faults on the FEUS distribution circuit to which it is connected, and remain disconnected until the voltage and frequency have stabilized.
- D. Following are the general requirements for each project:
 1. Protection designs must be failsafe and ensure that the Generating Facility and FEUS' distribution system, customers, and general public safety are maintained.
 2. The design of the protections at the Generating Facility shall be done by a qualified professional engineer to ensure that the overall protection scheme will ensure a safe and reliable interconnection to FEUS' Distribution System and the Generating Facility.
 3. The protection schemes employed shall coordinate with FEUS' transmission and distribution system protections and shall be designed for present fault current

levels; however, there should be sufficient margin to account for fault current increase due to system changes in near-term planning horizon (1-5 years).

4. All protection operations shall ensure that the Generating Facility and all sources of disturbance are tripped within the required time from the start of the disturbance. This time is measured from the start of the abnormal condition to the time the generation will cease energizing FEUS' electrical grid.
5. Communication facilities between the substation and/or recloser and the Generating Facility may be required as a result of Generating Facility interconnections to coordinate tripping and reclosing for all of the protective devices (e.g., Direct Transfer Trip).
6. The protection schemes shall be designed to detect and respond to abnormal system conditions, including but not limited to:
 - a. Balanced and unbalanced faults (line to ground, line to line, three phase).
 - b. Abnormal voltages.
 - c. Open Phase Detection.
 - d. Abnormal frequencies.
 - e. Islanding conditions.

XI. Metering Requirements

FEUS may install special meter(s) in order to obtain load research information. The Customer shall supply, at his own expense, a suitable location for all meters, visible disconnect switch and associated equipment. Such location must conform to the FEUS meter location policy and provide safe (no tripping hazards, domesticated animals or other obstructions, etc.) and easy, unrestricted and unimpeded access to FEUS personnel. All meter standards and testing shall be in compliance with FEUS' rules and regulations. The metering configuration will be one of FEUS' standard metering configurations as set out in the FEUS Meter and Service Guide.

XII. Telemetry

Should FEUS require telemetry equipment, the Customer must provide a suitable enclosure with a convenience outlet to house such equipment. The Customer must provide the appropriate secondary current and voltage quantities through either separate voltage and current transformers or access to their protective relaying circuit. Reasonable access must be provided by the Customer to FEUS or their designated representative for installation, testing and repair of the telemetry.

Original date: circa 1978

Revision 1: 1998

Revision 2: 2003

Revision 3: February 5, 2008

Revision 4: September 8, 2015

Revision 5: Approved February 23, 2016



Rule 21 Appendix A

Facility Interconnection Agreement

(Applicable for Non Emission Interconnecting Facility greater than 10 kilowatts to 100 kilowatts and all Emission Generators less than 100 kilowatts)

FEUS will authorize the interconnection of any photovoltaic, or other qualifying renewable resource, generating system rated at greater than 10 kilowatts to 100 kilowatts and other generators less than 100 kilowatts that complies with FEUS' Interconnection Requirements as stated in Rule 21. There will be no buy back of excess energy injected into the grid.

I. APPLICATION REQUIREMENTS

- A. Request an application from FEUS personnel located at 101 North Browning Parkway in Farmington or call 505.599.8310.
- B. When the project plans are finalized, complete the application for interconnection and return it along with the \$100 application fee to FEUS using the address above. The application will also need to include all documentation and data listed in this section.
- C. FEUS will not process or approve projects without finalized project plans.
- D. The one-line electrical diagram and the site diagram, which are critical components of the application for interconnection, will become part of the Interconnection Agreement. Deficiencies in the one-line diagram and site drawing are the most common cause for delays in FEUS' review and approval of an application for interconnection.
- E. A site drawing or location plan identifying location of equipment noted on the one-line diagram must be submitted, in addition, with the following details:
 1. Customer name, installation address, installer name, and contact information.
 2. Building, streets, nautical direction, and GPS coordinates.
 3. Additional detail or plan views may be required to clearly show location of meters, main service, and customer generation disconnect (i.e., interior or exterior wall, etc.). Distance between equipment. This is particularly important for installations where the customer generation disconnect switch is not located adjacent to the FEUS metering point.
 4. Include location of new and existing systems.
- F. The system one-line diagram must identify all major equipment and mention all relevant details including:
 1. Customer name, installation address, installer name, and contact information.
 2. All Switches, including customer generation disconnect switch, breakers, fuses, junction boxes, combiner boxes, electric, protective devices, etc. in the electrical circuit from the main service meter to the Generating Facility.
 3. Main service meter and main service panel.
 4. Generating Facility components – PV panels, inverters, wind turbines etc.
 5. Clear identification of electrical ratings of all equipment (volts, amps, kW, etc.).
 6. If applicable, clear identification of new and existing Generating Facility.

- G. If there are any questions or concerns about the application or about the interconnection plans, FEUS will contact the Customer or their contractor for clarification to resolve the interconnection concerns. If the application is complete and the interconnection plans are acceptable, FEUS will approve the interconnection design.
- H. To avoid unnecessary cost and delay, it is recommended that FEUS' approval of the final interconnection design be obtained prior to purchasing material or equipment for the project
- I. A copy of the Generating Facility manufacturer specification sheet must be submitted. For PV inverters, the specifications must list UL-1741 certification..
- J. After the application has been approved and all interconnection requirements are identified, FEUS will send the Customer two originals of the standard form Interconnection Agreement. Both originals of this agreement will need to be signed by the FEUS Customer/generator owner who is requesting the interconnection. The Customer will then return both of the signed originals to FEUS for FEUS' signature.
- K. FEUS will execute the Interconnection Agreement when all inspections are complete and the Generating Facility has been authorized to commence interconnected operation. FEUS will return one of the fully executed agreements to the Customer/generator owner.
- L. The Generating Facility shall not be operated in parallel with FEUS' system without FEUS' written authorization to do so.

II. GENERAL DESIGN REQUIREMENTS

General requirements for a successful interconnection with FEUS system are listed below:

- A. Systems that interconnect by means of an inverter that is UL 1741 compliant meet State and FEUS requirements.
- B. Interconnected systems must comply with all applicable building and electrical codes.
- C. FEUS requires that a utility-accessible, lockable load-break disconnect switch be installed between the output of the Generating Facility and the point of interconnection. This switch will be called the Generating Facility disconnect switch. This disconnect switch may be operated and controlled by FEUS, must provide a verifiable, visible air gap between the Generating Facility and the point of interconnection. Circuit breakers and inverter software modes do not meet the visible disconnect switch requirement.
- D. Labeling requirements:
 - 1. Labels shall be weather proof, durable and permanently mounted.
 - 2. Demonstrate compliance with NEC.
 - 3. Include label on Main Service Meter, "Generation System Connected," or similar.
 - 4. Include label on customer generation disconnect switch, "Customer Generation Disconnect Switch."

III. TESTING AND INSPECTION REQUIREMENTS

- A. After construction of the generating system is complete and after it has received

the final electric inspection from the local building code authority, the Customer or their contractor will need to contact FEUS for an interconnection approval inspection. The purpose of the FEUS inspection will be:

1. To verify that the facility has been constructed as it is represented in the application and in the Interconnection Agreement.
 2. To verify that the anti-islanding protection of the inverter is operational.
 3. To install permanent warning signs and to verify that a permanent, weatherproof copy of the one-line diagram and a site drawing have been installed at the point of the metering.
- B. FEUS personnel must verify the anti-islanding operation of the inverter.
- C. A permanent, weatherproof one-line diagram or sketch of the system must be installed at the FEUS point of service.
- D. After the interconnection has passed FEUS' inspection, FEUS will provide written authorization for the Customer to commence interconnected operations. The written authorization to commence interconnected operation is an attachment to the fully executed Interconnection Agreement.
- E. FEUS interconnection inspections can usually be scheduled within 10 working days of receiving a request.

IV. INDEMNIFICATION

The Customer shall indemnify and hold FEUS harmless for all damages and injuries to FEUS or others arising out of Customer's use, ownership or operations of Customer's facilities and caused in whole or in part by Customer's negligence. Customer is solely responsible for providing adequate protection for Customer's facilities operating in parallel with FEUS' system and shall release FEUS from any liability for damages or damages and injuries to Customer's facilities arising out of such parallel operation unless cause solely by FEUS' negligence. The Customer shall indemnify and hold FEUS harmless from any liability for damages to FEUS or others arising out of the mis-operation or malfunction of Customer-owned facilities. Customers shall be required to maintain in-force liability insurance in an amount sufficient to satisfy reasonably foreseeable indemnity obligations and shall name FEUS as an additional insured under said insurance policy.

V. WAIVER

I also agree to waive any demand, claim or suit seeking damages to my generation facilities, electric equipment or bodily injury to myself or other caused by the interconnection of my system to FEUS, including damages or injury caused by the negligence of FEUS employees or agents or the malfunction of FEUS equipment. In addition, I agree to hold FEUS harmless from any demand, claim or suit arising out of any damage to any third party relating to the interconnection of my system and FEUS not caused by the negligence of FEUS or its employees or agents.

VI. AGREEMENT

I, _____, agree to abide by these interconnection guidelines and Rule 21 as currently written or revised in the future.

Owner

Date



Application for Parallel Operation With FEUS

Owner: _____
Phone Number: _____
Address: _____
FEUS Account Number: _____

Consulting Engineer/Contractor: _____
Name: _____
Address: _____
Phone: _____

Service Point Location: _____
Name/Location of existing service

Equipment Information:

Generating Equipment : _____
Item Manufacturer Model Number
Type: _____ Synchronous _____ Induction _____ Inverter _____ Other _____
Energy source: Wind _____ Solar _____ Hydro _____ Other _____
Rating: _____ Watts Rating: _____ Voltage Amps
Rated Output: _____ Voltage Amps Rated Voltage: _____ Volts
Rated Current: _____ Amps Rated Frequency 60 Hertz: _____ Yes
Efficiency: _____ Power Factor: _____
THD: _____ Max Fault Current: _____ Amps
Location of Mandatory External Disconnect: _____

General Information:

Will the system export power: _____ Yes _____ No
If "yes", maximum amount expected: _____ Watts
One-Line diagram attached: _____ Yes _____ No (Must be submitted)
Meets all applicable Standards, Codes, and Rules (IEEE, UL, NEC, FEUS, etc.) _____ Yes

Permitting Information:

City permit number: _____ State permit number: _____ Electrician: _____
(Electrician must call for inspection)

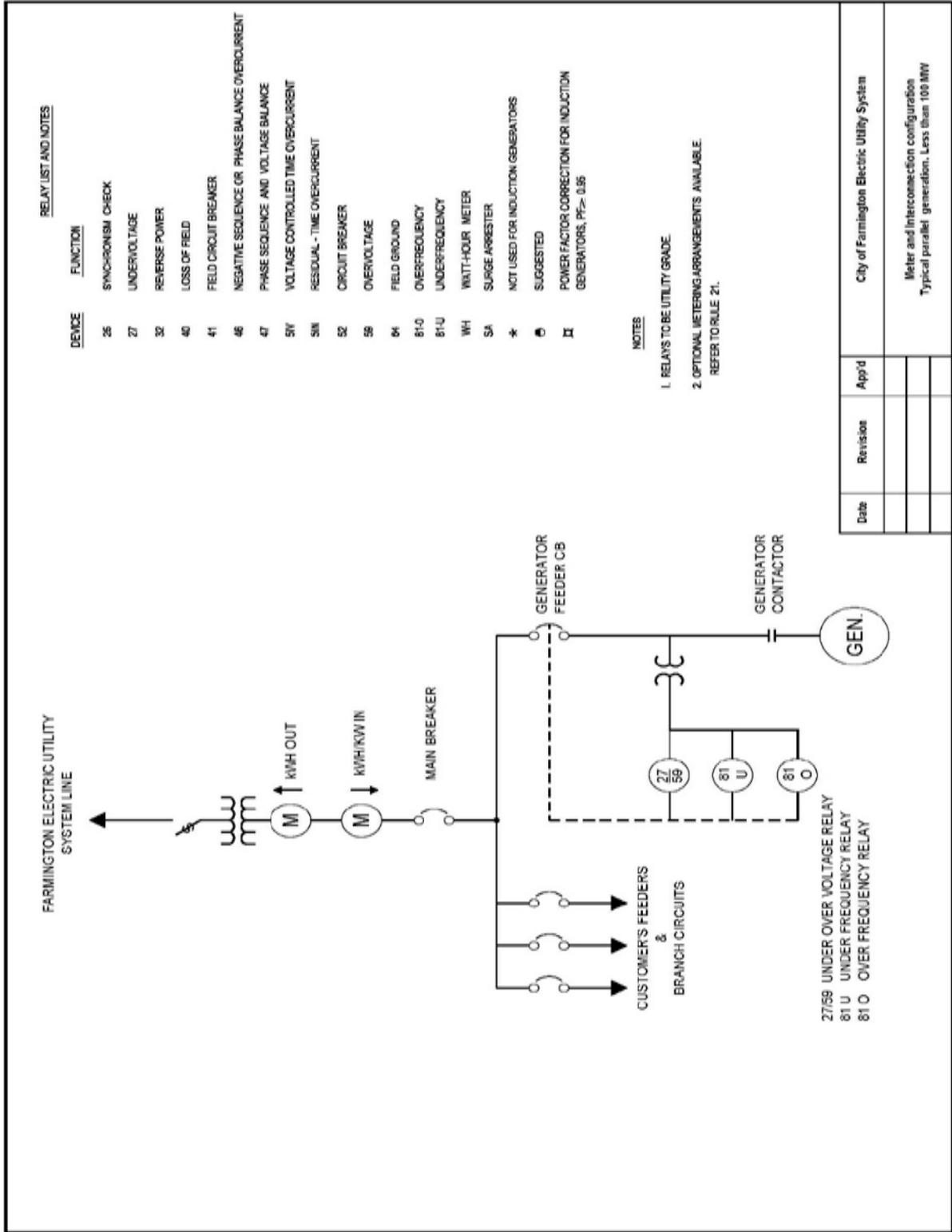
Signature of Applicant Date

Fee Paid: \$ _____ Date: _____ Receipt No.: _____

Mail to:

**Net Metering Interconnection/New Service
Farmington Electric Utility System
101 N. Browning Parkway
Farmington, NM 87401**

**Phone: (505) 599-8310
Fax: (505) 599-8421**



RELAY LIST AND NOTES

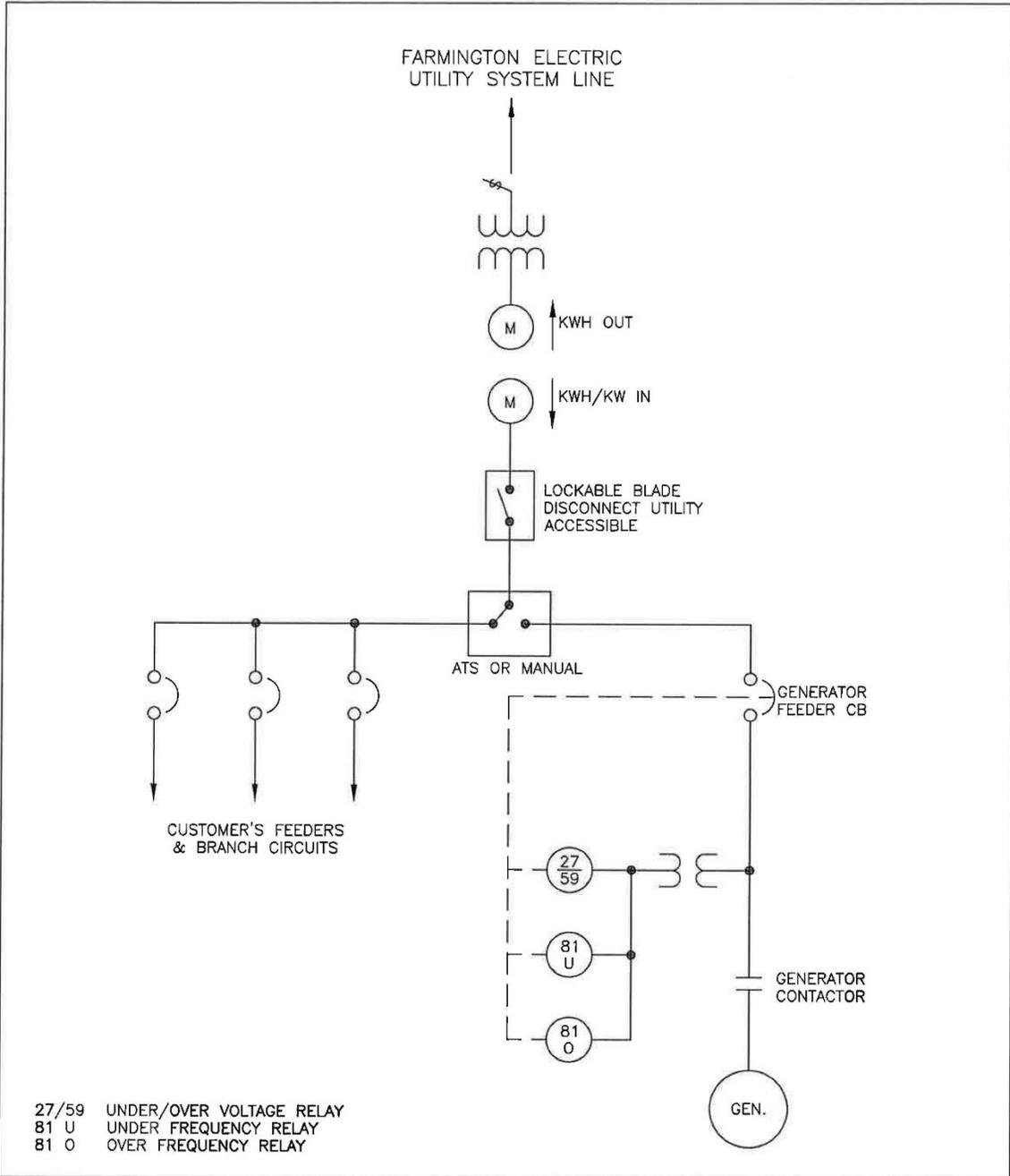
DEVICE	FUNCTION
26	SYNCHRONISM CHECK
27	UNDERVOLTAGE
32	REVERSE POWER
40	LOSS OF FIELD
41	FIELD CIRCUIT BREAKER
46	NEGATIVE SEQUENCE OR PHASE BALANCE OVERCURRENT
47	PHASE SEQUENCE AND VOLTAGE BALANCE
5V	VOLTAGE CONTROLLED TIME OVERCURRENT
5M	RESIDUAL - TIME OVERCURRENT
52	CIRCUIT BREAKER
59	OVERVOLTAGE
64	FIELD GROUND
81-O	OVERFREQUENCY
81-U	UNDERFREQUENCY
WH	WATT-HOUR METER
SA	SURGE ARRESTER
*	NOT USED FOR INDUCTION GENERATORS
⊕	SUGGESTED
⊞	POWER FACTOR CORRECTION FOR INDUCTION GENERATORS, PF ≥ 0.95

NOTES

- RELAYS TO BE UTILITY GRADE.
- OPTIONAL METERING ARRANGEMENTS AVAILABLE. REFER TO RULE 21.

Date	Revision	App'd	City of Farmington Electric Utility System

Meter and Interconnection configurations
 Typical parallel generation. Less than 100 MW



METER AND INTERCONNECTION CONFIGURATION
EMISSION GENERATORS – LESS THAN 100 KW

DATE	REVISION	APP'D.	CITY OF FARMINGTON ELECTRIC UTILITY SYSTEM			
			DRAWN BY G. THOMPSON 11/3/11	CHECKED BY	APPROVED BY	FIGURE 6.1A



Rule 21 Appendix B

Large Facility Interconnection Agreement

(Generating Facilities larger than 100 kW connecting to FEUS distribution system)

FEUS will authorize the interconnection of any photovoltaic, or other qualifying renewable resource, generating system rated larger than 100 kilowatts that complies with FEUS' Interconnection Requirements as stated in Rule 21.

I. APPLICATION REQUIREMENTS

- A. Request an application from FEUS personnel located at 101 North Browning Parkway in Farmington or call 505.599.8310.
- B. When the project plans are finalized, complete the application for interconnection and return it along with the \$500 application fee to FEUS using the address above. The application will also need to include all documentation and data listed in this section.
- C. FEUS will perform all required studies for interconnection at the Customer's expense.
- D. FEUS will not process or approve projects without finalized project plans.
- E. The one-line electrical diagram and the site diagram, which are critical components of the application for interconnection, will become part of the Interconnection Agreement. Deficiencies in the one-line diagram and site drawing are the most common cause for delays in FEUS' review and approval of an application for interconnection.
- F. A site drawing or location plan identifying location of equipment noted on the one-line diagram must be submitted, in addition, with the following details:
 1. Customer name, installation address, installer name, and contact information.
 2. Building, streets, nautical direction, and GPS coordinates.
 3. Additional detail or plan views may be required to clearly show location of meters, main service, and customer generation disconnect (i.e., interior or exterior wall, etc.).
 4. Distance between equipment. This is particularly important for installations where the customer generation disconnect switch is not located adjacent to the FEUS metering point.
 5. Include location of new and existing systems.
- G. The system one-line diagram must identify all major equipment and mention all relevant details including:
 1. Customer name, installation address, installer name, and contact information.
 2. All Switches including customer generation disconnect switch, breakers, fuses, junction boxes, combiner boxes, electric, protective devices, etc. in the electrical circuit from the main service meter to the Generating Facility.
 3. Main service meter and main service panel.
 4. Generating Facility components – PV panels, inverters, wind turbines etc.
 5. Clear identification of electrical ratings of all equipment (volts, amps, kW etc.).
 6. If applicable, clear identification of new and existing Generating Facility

- H. If there are any questions or concerns about the application or about the interconnection plans, FEUS will contact the Customer or their contractor for clarification to resolve the interconnection concerns. If the application is complete and the interconnection plans are acceptable, FEUS will approve the interconnection design.
- I. To avoid unnecessary cost and delay, it is recommended that FEUS' approval of the final interconnection design be obtained prior to purchasing material or equipment for the project.
- J. A copy of the Generating Facility manufacturer specification sheet must be submitted. For PV inverters, the specifications must list UL-1741 certification.
- K. After the application has been approved and all interconnection requirements are identified, FEUS will send the Customer two originals of the standard form Interconnection Agreement. Both originals of this agreement will need to be signed by the FEUS Customer/generator owner who is requesting the interconnection. The Customer will then return both of the signed originals to FEUS for FEUS' signature.
- L. FEUS will execute the Interconnection Agreement when all inspections are complete and the Generating Facility has been authorized to commence interconnected operation. FEUS will return one of the fully executed agreements to the Customer/generator owner.
- M. The Generating Facility shall not be operated in parallel with FEUS' system without FEUS' written authorization to do so.

II. GENERAL DESIGN REQUIREMENTS

General requirements for a successful interconnection with FEUS system are listed below:

- A. Systems that interconnect by means of an inverter that is UL 1741 compliant meet State and FEUS requirements.
- B. Interconnected systems must comply with all applicable building and electrical codes.
- C. FEUS requires that a utility-accessible, lockable load-break disconnect switch be installed between the output of the Generating Facility and the point of interconnection. This switch will be called the Generating Facility disconnect switch. This disconnect switch may be operated and controlled by FEUS, must provide a verifiable, visible air gap between the Generating Facility and the point of interconnection. Circuit breakers and inverter software modes do not meet the visible disconnect switch requirement.
- D. Labeling requirements:
 - 1. Labels shall be weather proof, durable and permanently mounted.
 - 2. Demonstrate compliance with NEC.
 - 3. Include label on Main Service Meter, "Generation System Connected," or similar.
 - 4. Include label on customer generation disconnect switch, "Customer Generation Disconnect Switch."

III. OPERATIONAL REQUIREMENTS

All Customers with generation over 100 kW, irrespective of the type of generating resource, shall provide the following:

- A. Voice communication to the facility via public telephone lines or mutually agreed circuits.
- B. Name and telephone number of the designated operating agent.
- C. Familiarity by their designated operating agent and other operating personnel with line clearance / operating procedure.
- D. Notification to FEUS' control center prior to bringing the unit on line with system and time of interconnection.
- E. Notification to FEUS' control center of time of removal from the FEUS system.
- F. Telemetry to furnish hourly kWh generation to FEUS' control center (See Section III-G below).
- G. The design purchase installation, testing, maintenance and replacement of the telemetry equipment and circuits from the Customer's facility to FEUS' control center will be the responsibility of FEUS or their designated representative. The direct costs will be charged to the Customer.

IV. TESTING AND INSPECTION REQUIREMENTS

- A. After construction of the generating system is complete and after it has received the final electric inspection from the local building code authority, the Customer or their contractor will need to contact FEUS for an interconnection approval inspection. The purpose of the FEUS inspection will be:
 - 1. To verify that the facility has been constructed as it is represented in the application and in the Interconnection Agreement.
 - 2. To verify that the anti-islanding protection of the inverter is operational.
 - 3. To install permanent warning signs and to verify that a permanent, weatherproof copy of the one-line diagram and a site drawing have been installed at the point of the metering.
- B. FEUS personnel must verify the anti-islanding operation of the inverter.
- C. A permanent, weatherproof one-line diagram or sketch of the system must be installed at the FEUS point of service.
- D. After the interconnection has passed FEUS' inspection, FEUS will provide written authorization for the Customer to commence interconnected operations. The written authorization to commence interconnected operation is an attachment to the fully executed Interconnection Agreement.
- E. FEUS interconnection inspections can usually be scheduled within 10 working days of receiving a request.

V. INDEMNIFICATION

The Customer shall indemnify and hold FEUS harmless for all damages and injuries to FEUS or others arising out of Customer’s use, ownership or operations of Customer’s facilities and caused in whole or in part by Customer’s negligence. Customer is solely responsible for providing adequate protection for Customer’s facilities operating in parallel with FEUS’ system and shall release FEUS from any liability for damages or damages and injuries to Customer’s facilities arising out of such parallel operation unless cause solely by FEUS’ negligence. The Customer shall indemnify and hold FEUS harmless from any liability for damages to FEUS or others arising out of the mis-operation or malfunction of Customer-owned facilities. Customers shall be required to maintain in- force liability insurance in an amount sufficient to satisfy reasonably foreseeable indemnity obligations and shall name FEUS as an additional insured under said insurance policy.

VI. WAIVER

I also agree to waive any demand, claim or suit seeking damages to my generation facilities, electric equipment or bodily injury to myself or other caused by the interconnection of my system to FEUS, including damages or injury caused by the negligence of FEUS employees or agents or the malfunction of FEUS equipment. In addition, I agree to hold FEUS harmless from any demand, claim or suit arising out of any damage to any third party relating to the interconnection of my system and FEUS not caused by the negligence of FEUS or its employees or agents.

VII. AGREEMENT

I, _____, agree to abide by these interconnection guidelines and Rule 21 as currently written or revised in the future.

Owner

Date



Application for Parallel Operation With FEUS

Owner: _____
Phone Number: _____
Address: _____
FEUS Account Number: _____

Consulting Engineer/Contractor: _____
Name: _____
Address: _____
Phone: _____

Service Point Location: _____
Name/Location of existing service

Equipment Information:

Generating Equipment : _____
Type: _____ Synchronous _____ Induction _____ Inverter _____ Other _____
Energy source: Wind _____ Solar _____ Hydro _____ Other _____
Rating: _____ Watts Rating: _____ Voltage Amps
Rated Output: _____ Voltage Amps Rated Voltage: _____ Volts
Rated Current: _____ Amps Rated Frequency 60 Hertz: _____ Yes
Efficiency: _____ Power Factor: _____
THD: _____ Max Fault Current: _____ Amps
Location of Mandatory External Disconnect: _____

General Information:

Will the system export power: _____ Yes _____ No
If "yes", maximum amount expected: _____ Watts
One-Line diagram attached: _____ Yes _____ No (Must be submitted)
Meets all applicable Standards, Codes, and Rules (IEEE, UL, NEC, FEUS, etc.) _____ Yes

Permitting Information:

City permit number: _____ State permit number: _____ Electrician: _____
(Electrician must call for inspection)

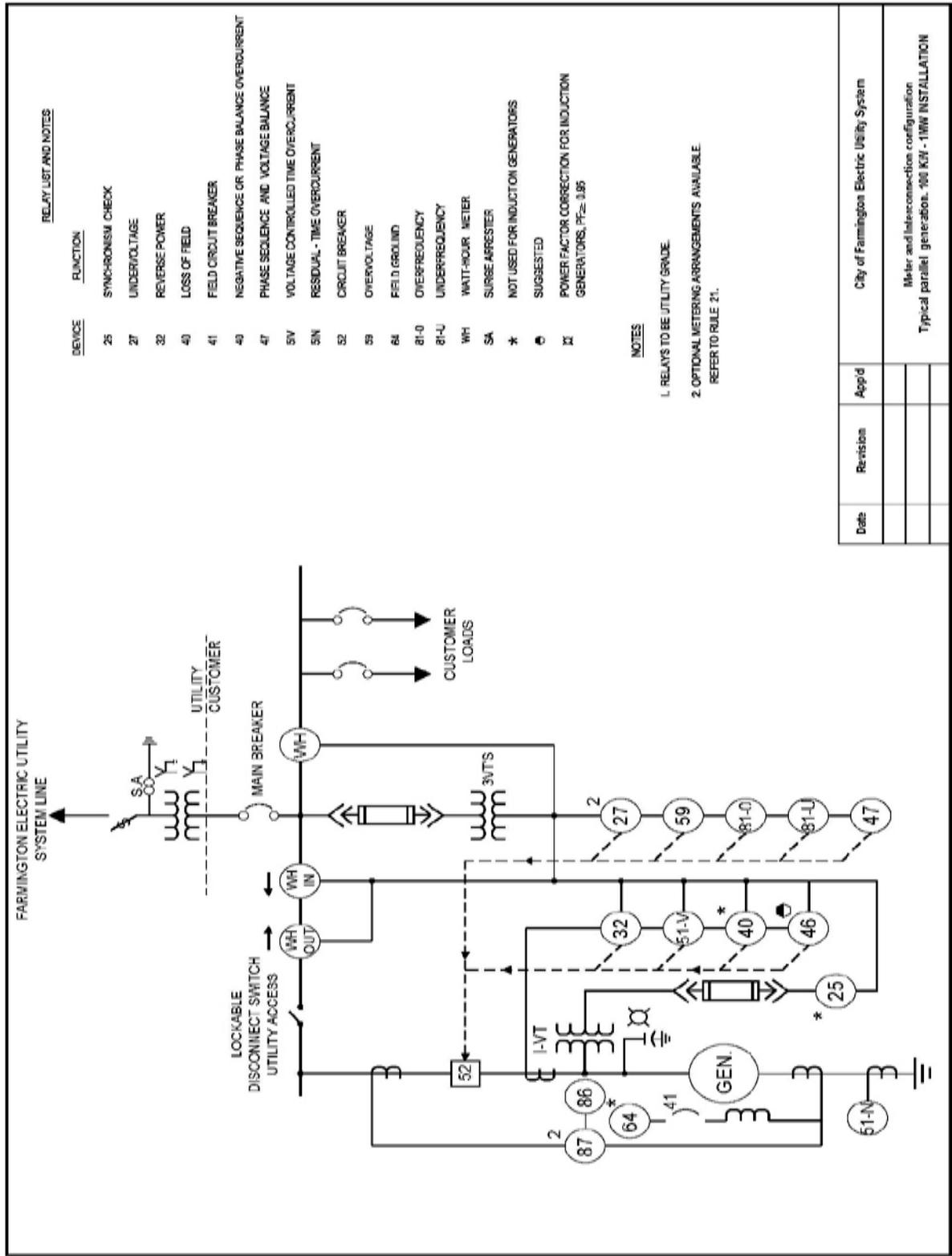
Signature of Applicant Date

Fee Paid: \$ _____ Date: _____ Receipt No.: _____

Mail to:

**Net Metering Interconnection/New Service
Farmington Electric Utility System
101 N. Browning Parkway
Farmington, NM 87401**

**Phone: (505) 599-8310
Fax: (505) 599-8421**



RELAY LIST AND NOTES

DEVICE	FUNCTION
25	SYNCHRONISM CHECK
27	UNDERVOLTAGE
32	REVERSE POWER
40	LOSS OF FIELD
41	FIELD CIRCUIT BREAKER
46	NEGATIVE SEQUENCE OR PHASE BALANCE OVERCURRENT
47	PHASE SEQUENCE AND VOLTAGE BALANCE
51-V	VOLTAGE CONTROLLED TIME OVERCURRENT
59	RESIDUAL - TIME OVERCURRENT
81-0	CIRCUIT BREAKER
81-U	OVERVOLTAGE
WH	FIELD GROUND
SA	OVERFREQUENCY
*	UNDERFREQUENCY
♣	WATT-HOUR METER
⊗	SURGE ARRESTER
⊙	NOT USED FOR INDUCTION GENERATORS
⊠	SUGGESTED
⊡	POWER FACTOR CORRECTION FOR INDUCTION GENERATORS, PF ≈ 0.85

NOTES

- RELAYS TO BE UTILITY GRADE.
- OPTIONAL METERING ARRANGEMENTS AVAILABLE. REFER TO RULE 21.

Date	Revision	App'd	City of Farmington Electric Utility System
			Meter and interconnection configuration
			Typical parallel generation, 100 KW - 1MW INSTALLATION

Rule and Regulation No. 22

INSPECTIONS

FEUS and any state or local Electrical Inspector shall have the right to inspect any installation before electricity is delivered or at any later time, and reserves the right to reject service to any wiring or appliances not in accord with the applicable codes; but such inspection or failure to inspect or reject shall not render FEUS liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violations of the applicable codes, or from accidents which may occur upon customer's side of the Point of Delivery, except for injury or damage to persons or property occasioned by negligence on the part of FEUS.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 23

NON-STANDARD SERVICE

The Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice. Service to loads which fluctuate or are highly intermittent such as to welders, X-ray machines, electric furnaces, hoists or elevators shall be considered individually, according to applicable published rate schedules and the following general policy:

- A. FEUS reserves the right to require the customer to pay for the necessary transformer capacity to handle such intermittent or fluctuating load.
- B. FEUS further reserves the right to require the customer to install corrective equipment necessary to avoid system voltage fluctuations and other disturbances which are detrimental to the service furnished to neighboring customers.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 24

RATES

A. General:

1. The Farmington City Council reserves the right to modify the electric system Rate Schedules from time to time as required to maintain the financial integrity of FEUS.
2. Because the rate schedules are expected to be modified more frequently than the Rules and Regulations, they will be bound under a separate cover and will be available in the office of the City Clerk and in the office of the Electric Utility Director.
3. In case of conflict between provisions of any rate schedule and any rules and regulations provisions, the rate schedule shall apply.
4. FEUS will place customers on the most appropriate FEUS tariff based on customer's service type and/or usage.

B. Partial Billing:

Any billing period which covers less than the usual 28-33 days, will be calculated to reflect the shortened time as follows:

1. Proration of charges - if there were between 1-20 days service, customer base charges will be prorated for the number of days served, but full energy costs will be billed to the customer.
3. More than 20 days served is considered to be a full month and full customer, demand, and energy charges will be billed.

C. Rate Schedule Options:

1. General Service - Rate Schedule No.2 is intended for General Service customers whose demand is less than 35 kW, however any Rate No.2 customer that is willing to pay the minimum 35 kW demand charge may request service under Rate Schedule No.6.
2. Large General Service - Rate Schedule No. 6 is intended for General Service customers whose demand is over 35 kW for any three months during a 12 month period, however when a customer has a change in usage characteristics that will reduce his peak demand below 35 kW, that customer may request service under Rate Schedule No. 2 after peak demand drops below 35 kW.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 25

APPEAL PROCEDURE

Any person aggrieved by the decision of an employee or representative of the City in the application of interpretation of these rules shall have the right to a review of such decision pursuant to the following procedures:

- A. The person aggrieved shall be referred to the Supervisor of the employee or representative of the City for informal resolution of the complaint as soon as possible.
- B. The final appeal shall be to the Public Utility Commission (PUC). Their decision shall be final.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 26

POWER QUALITY REQUIREMENTS FOR CUSTOMER LOADS

A. Harmonic Voltage Distortion

1. Harmonic voltage distortion is the distortion of the voltage waveform from a true sinusoidal shape. It is normally caused by non-linear customer loads which draw harmonic currents (currents which are multiples of the fundamental frequency) from FEUS. Harmonic voltage distortion can cause problems for FEUS and customers such as equipment overloading, increased energy losses, premature failure, mal operation and interference with other equipment.
2. A small amount of background harmonic voltage distortion (< 1 % total harmonic distortion) is always present on FEUS' facilities. In certain locations there may be higher levels of harmonic voltage distortion. Higher levels of harmonic voltage distortion are normally caused by the presence of customer owned equipment with nonlinear load characteristics. FEUS attempts to mitigate the impact of customer owned equipment by setting limits on the flow of harmonic currents caused by customer equipment. These limits are set out in Table 1.
3. FEUS' objective is to maintain the level of voltage distortion at the customer's Point of Delivery at levels within the values specified in Table 1.

Table 1 Farmington Electric Utility System's Voltage Distortion Guidelines

Service Voltage	ID _v – Individual Voltage Distortion (% of fundamental frequency voltage)	THD _v - Total Voltage Distortion (% of fundamental frequency voltage)
15 kV and below	3.0	5.0
69 kV and 115 kV	1.5	2.5

For short periods of time, generally 60 seconds or less, these values may be exceeded by 50%.

THD_v is Total Harmonic voltage Distortion in percent of the fundamental frequency component as defined by:

$$\text{THD}_v = \frac{100 \times \sqrt{\sum_{h=2}^n V_h^2}}{V_f}$$

V_h is the order harmonic voltage in volts.

V_f is the maximum fundamental frequency voltage in volts.
 n is the highest order harmonic being evaluated.

Farmington Electric Utility System's limits for THD_v are based on evaluating all the harmonics up to the 35th order.

B. Limits on Current Distortion Caused by Customer Loads

1. FEUS sets limits on the current distortion caused by customer loads. The customer is responsible for ensuring that the design and operation of the customer's electrical facilities connected to FEUS complies with FEUS' limits. The detailed engineering work and cost associated with mitigating the customer generated harmonic currents are the responsibility of the customer.
2. Acceptance for service is subject to a compliance test carried out at FEUS' discretion by FEUS staff. FEUS will not review a design for the purpose of pre-acceptance and waiving a compliance test.
3. The current distortion limits specify the maximum total and individual current harmonic distortion (CHD) currents that FEUS allow from a customer's load. The limits will not be enforced for loads which generate current harmonics infrequently (once in a day) and for short duration (<60 seconds), providing the level of harmonics does not cause damage to normal operation of FEUS' or other customers' equipment.
4. The Point of Delivery is the point at which current distortion caused by the customer's load is evaluated. The limits on the magnitude of the harmonic currents specified in **Harmonic Current Limits** are limits for the customer's site. This may require that the customer set lower limits on individual devices within the customer's premises so that the limits for the over all site are satisfied.

C. Harmonic Current Limits

The IDF_h and THD_I limits that FEUS applies are set out in Tables 2 and 3. For Tables 2 and 3, the limits expressed apply to odd harmonics only. Individual inter harmonics (currents with frequencies greater than the fundamental but not a multiple of the fundamental) are limited to 0.2% in magnitude and even order harmonics are limited to 25% of the odd order harmonics limits. Current distortion that results in a DC offset, is not permitted.

Table 2 IDF_h AND THD_I LIMITS FOR SERVICE VOLTAGES LESS THAN 15,000 VOLTS

I_{sc}/I_F	IDF _h Harmonic Order h (odd harmonics only) (Expressed in % of I _F)					THD
	h<11	11 ≤ h <17	17 ≤ h <23	23 ≤ h <35	35 ≤ h	
<20	4.0	2.0	1.5	0.6	0.3	5.0
20 - <50	7.0	3.5	2.5	1.0	0.5	8.0
50 - <100	10.0	4.5	4.0	1.5	0.7	12.0
100 - <1000	12.0	5.5	5.0	2.0	1.0	15.0
≥1000	15.0	7.0	6.0	2.5	1.4	20.0

Table 3 IDF_h AND THD_I LIMITS FOR SERVICE VOLTAGES 69,000 VOLTS AND ABOVE

I_{sc}/I_F	IDF _h Harmonic Order h (odd harmonics only) (Expressed in % of I _F)					THD
	h<11	11 ≤ h <17	17 ≤ h <23	23 ≤ h <35	35 ≤ h	
<20	2.0	1.0	0.75	0.3	0.15	2.5
20 - <50	3.5	1.75	1.25	0.5	0.25	4.0
50 - <100	5.0	2.25	2.0	0.75	0.35	6.0
100 - <1000	6.0	2.75	2.5	1.0	0.5	7.5
≥1000	7.5	3.5	3.0	1.25	0.7	10.0

Where: IDF_h: is Individual Harmonic current Distortion in percent of the maximum fundamental frequency load current as defined by:

$$IDF_h = 100 \times \frac{I_h}{I_F} \quad h = 2,3,4\dots n$$

THD_I: is Total Harmonic current Distortion in percent of the fundamental frequency component as defined by:

$$THD_I = \frac{100 \times \sqrt{\sum_{h=2}^n I_h^2}}{I_F}$$

I_h is the hth order harmonic current in amperes.

I_F is the maximum fundamental frequency load current in amperes.

I_{SC} is the three phase fault current contribution from Farmington Electric Utility System at the point-of-delivery for maximum generation conditions on Farmington Electric Utility System's system.

n is the highest order harmonic being evaluated. Farmington Electric Utility System's limits for IDF_h and THD_1 are based on evaluating all the harmonics up to the 35th order.

D. Protocol for Measurement of Harmonic Currents

The following describes the protocol that FEUS will use for measuring the magnitude of the harmonic currents at a customer's site, calculating the values of IDF_h and THD_1 determining whether the installation is in compliance with its limits.

1. Obtain I_F . I_F is based upon a 15 minute integrated demand. For existing installations, I_F is based upon the average of the maximum monthly demands for the preceding 12 months with a suitable correction for any new or changed loads. For totally new installations, the estimated peak demand provided by the customer may be used for I_F ; in the absence of an estimate from the customer, the service transformer rating shall be used to determine I_F . In cases where I_F is based upon the transformer rating or an estimated peak demand, FEUS reserves the right to re-test if the measured demand in the subsequent 12 months is significantly different from the value of I_F determined from the transformer rating. It must be emphasized that the responsibility always lies with the customer to ensure that the installation will comply with the harmonic guidelines.
2. Calculate the Short Circuit Ratio ($SCR = I_{SC} / I_F$) for the site. The SCR determines the IDF_h and THD_1 limits from Tables 3 and 4 that apply to the site. The SCR is normally calculated at the Point of Delivery; however, in cases where the metering is located on the secondary of a dedicated supply transformer, the SCR may, at FEUS' discretion, be calculated on the primary side of the supply transformer.
3. Harmonic currents will be measured using an instrument that provides the magnitudes of I_h in amperes. Measurements of I_h will be averaged over a window of 8 to 64 cycles. The performance of the instrument will be in keeping with the recommendations of IEEE 519-1992 clauses 9.2.1 and 9.2.2.
4. The harmonic current spectrum for the installation will be determined. Measurements will be made for harmonic currents up to the 35th order. The individual harmonic currents (I_h) will be measured at the Point of Delivery. Although the harmonic distortion factors IDF_h and THD_1 are similar on either side of the service transformer, the triplen (triplens are odd multiples of the third order harmonic) harmonic distortion factors and residual (neutral) current may be deleted from the computation of THD_1 and the evaluation of IDF_h limits if the service transformer has a Delta or ungrounded Wye connected primary winding.

- a. For periodic (cyclical) loads such as mine hoists, electric excavators, etc., the magnitude of the harmonic currents may vary during the load cycle. A sufficient number of measurements will be taken over the load cycle to determine the maximum values for each harmonic order (I_h) during the load cycle. The IDF_h values for the load will be calculated from each of these individual maximums and will be used to determine compliance with the IDF_h limits. The THD_I values will be calculated for each individual measurement. The highest value of THD_I from this set of measurements will be used to determine compliance with the THD_I limits. The IDF_h and THD_I values will not be averaged over the period of the load cycle. The worst case will be used to assess compliance with the harmonic limits.
- b. For aperiodic loads, a sufficient number of measurements will be taken at various load levels to determine the highest values for I_h . The IDF_h values for the load will be calculated from each of the maximum values of I_h and will be used to determine compliance with the IDF_h limits. The THD_I values will be calculated for each individual measurement. The highest value of THD_I from this set of measurements will be used to determine compliance with the THD_I limits. The worst case will be used to assess compliance with the harmonic limits.

E. Remedial Action

1. Investigation:

After notice by a customer that it is experiencing problems caused by harmonics, or if FEUS otherwise becomes aware of harmonics conditions adversely affecting a customer or FEUS equipment, or if the electric utility finds excessive harmonics through routine testing, the electric utility shall determine whether the condition constitutes excessive harmonics as described above. If so, FEUS shall investigate and determine the cause of the excessive harmonics.

2. Excessive harmonics created by customer:

If FEUS determines that a customer has created excessive harmonics, FEUS shall provide written notice to the customer creating excessive harmonics. The notice shall state that the utility has determined that the customer has created an excessive harmonics condition and that the utility has explained the source and consequences of the harmonics problem. The customer is responsible for satisfactorily curing the condition at their own expense within the time specified by FEUS.

3. Failure of the customer to remedy the problem:

FEUS may determine that the customer has remedied the condition within the time specified. In the event the customer fails to remedy the problem or does not stop creating excessive harmonics within the time specified, FEUS may disconnect the customer's service. See Rule and Regulation No. 7, Section A.2 for Discontinuance of Service.

4. Excessive total harmonic distortion created by two or more harmonic sources within the above limits:

If, in its investigation of a harmonics problem, FEUS determines that two or more customers' harmonic loads are individually within the limits described above but the sum of the loads are in excess of those limits, the utility may require each customer to reduce its harmonic levels beyond the limits specified above.

Revision #1: Approved February 23, 2016

Rule and Regulation No. 27

DARK FIBER OPTIC STRAND LEASING

A. Introduction

1. FEUS has installed a fiber-optic network facility for its communications needs in the operation of the Electric System.
2. The Fiber Optic Infrastructure has been designed with fiber strand capacity (dark fiber) available for leasing.
3. FEUS will grant use of fiber optic filaments which are contained in any suitable jacketing or sheath ("FEUS Cable") to a "Lessee" only with a signed lease agreement between FEUS and the Lessee.

B. Ownership

1. At all times, the ownership and possession rights to the fiber cable and fiber strands, shall remain with FEUS and Lessee shall have no ownership interest or rights.
2. FEUS or designee shall construct, install, operate, maintain, repair, disconnect, replace and remove facilities, cable and other equipment necessary for the Fiber Optic Infrastructure.
3. FEUS deploys a standard single mode fiber optic strand and shall perform all work using industry standards.

C. Fiber Route and Loss Budget

1. FEUS at all times maintains the discretion to choose the route of the fiber optic lines and optical path, and such route may not be the most direct route between the locations desired by the Lessee.
2. Prior to the execution of the Lease Agreement, FEUS shall notify the Lessee of the proposed fiber footage distance between the locations and the maximum optical loss budget, which shall be included on Exhibit A of the Lease Agreement.
3. Lessee's right to use the cable along the route shall at all times be subordinate to FEUS' obligation to provide a safe and reliable supply of electricity to its customers.

D. Fiber Connectivity, Demarcation and Attachment points

1. FEUS shall arrange for the installation of the facility, and shall own, operate and maintain the facility necessary to provide fiber strands to the Lessee between the demarcation points at Lessee locations or FEUS attachment points.
2. Lessee shall have use of, and access to, the Leased Fibers through Attachment Points. All Attachment Points are an integral part of the Fiber Optic Infrastructure and are the property of FEUS.
3. The demarcation point shall be the termination cabinet at each Lessee location where FEUS owned optical cable enters Lessee's owned facilities or the FEUS optical cable attachment point where Lessee's owned cable connects to FEUS fiber backbone.
4. FEUS shall be responsible for all fiber optic facilities on the FEUS side of the demarcation point and the Lessee shall be responsible for all fiber optic facilities on the Lessee's side of the demarcation point.
5. Attachments or connections made to the FEUS fiber back bone shall be only in technically feasible locations.

E. Fiber Restoration, Repair & Maintenance

1. FEUS will attempt to maintain continuity of the fiber system at all times. Should the loss of continuity between locations occur, the Lessee shall immediately notify FEUS. After notification, FEUS will inspect fiber and report back to Lessee as soon as reasonably possible of the extent of the problem and the estimated time that fiber continuity will be re-established.
2. If FEUS cannot provide fiber continuity within twenty-four (24) hours after notification by the Lessee, then the Lessee will be allowed a credit. Limitation of FEUS's liability for loss of continuity per the signed Lease Agreement shall apply.
3. FEUS shall have the ability to perform emergency and regular maintenance of the fiber system. Such maintenance may require that the fiber continuity be disrupted for a period of time. FEUS shall coordinate with the Lessee to schedule regular maintenance at times that are mutually convenient to both parties.

F. Restrictions on use of fiber, maximum strand count

1. Fiber optic strands available for lease will be limited to fifty percent (50%) of the total fiber strands within a given fiber optical cable.
2. Lessee will be limited to leasing a maximum of eight fiber strands within each cable section between Lessee's locations.
3. FEUS will provide dark fiber strands to the Lessee with no bandwidth restrictions. The Lessee agrees that it will use the dark fiber only for legal and authorized purposes. The fiber optic strands will be provided as a discrete and dedicated connection for the Lessee. The Lessee must use the dark fiber strands for internal purposes only and cannot resell the dark fiber strands.

G. Leasing Fees and Charges

1. Leasing agreements shall have a minimum term of one year.
2. Any extension or connection to the fiber network shall be paid by the Lessee requesting the extension or connection, including the cost of splicing fibers that may not be spliced within a segment of cable.
3. Lessee will be billed for Fiber service from the Start Date on a yearly basis.
4. FEUS yearly base charges are shown **in unit of dollars per fiber per route-mile per year (\$/FMY)**. One-time setup fees are shown in the fee table.

H. Early Contract Termination

If at any time FEUS needs additional fibers, FEUS reserves the right to terminate any dark fiber contract along the needed fiber path with written notification to the Lessee one year prior to contract termination. Likewise, if the Lessee desires to terminate their dark fiber leasing contract early they may do so with written notification to the Lessor one year prior to contract termination.

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