

# Columbus Electric Cooperati

P.O. BOX 631 · 900 NORTH GOLD · DEMING, NEW MEXICO 88031 ·



0000152114

March 28, 2014

Arizona Corporation Commission  
Docket Control  
ATTN: Kay Mecca  
1200 West Washington  
Phoenix, AZ 85007-2996

ORIGINAL

Re: Compliance Filing Docket No. E-01851A-13-0252

Dear Ms. Mecca:

Please find enclosed an original and thirteen copies of a Notice of Compliance Filing and attached Line and Service Extension documents as ordered by Decision No. 74390 in the above reference matter. I do not need the return of a conformed copy, I can retrieve it from eDocket once it is posted.

Thank you for your assistance and attention to this matter. Please contact me if there are any questions or problems with the filing.

Sincerely,

COLUMBUS ELECTRIC COOPERATIVE, INC.

By   
Charles C. Kretek,  
General Counsel

Arizona Corporation Commission  
DOCKETED

MAR 31 2014

DOCKETED BY 

RECEIVED  
2014 MAR 31 A 11:03  
ARIZONA CORPORATION  
COMMISSION  
DOCKET CONTROL

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

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2014 MAR 31 A 11:03

ARIZONA CORP COMMISSION  
DOCKET CONTROL

2 **COMMISSIONERS**

- 3 BOB STUMP, Chairman
- 4 GARY PIERCE
- 5 BRENDA BURNS
- 6 BOB BURNS
- 7 SUSAN BITTER SMITH

8  
 9 IN THE MATTER OF THE APPLICATION OF )  
 10 COLUMBUS ELECTRIC COOPERATIVE, INC. )  
 11 FOR AN INCREASE IN RATES AND FOR )  
 12 OTHER RELATED APPROVALS )

DOCKET NO. E-01851A-13-0252

**NOTICE OF COMPLIANCE FILING**

14 Columbus Electric Cooperative, Inc. hereby submits the following items, related to its

15 Line and Service Extension Policy:

- 16 1. Schedule ALE – Line and Service Extensions;
- 17 2. Schedule ALE Appendix ALE-1 – Line and Service Extension Request;
- 18 3. Schedule ALE Appendix ALE-2 – Individual Line Extension Agreement;
- 19 4. Schedule ALE Appendix ALE-3 – Consumer Built Line Extensions Requirements
- 20 Agreement; and
- 21 5. Schedule ALE Appendix ALE-4 – Line Extension Sales Agreement Consumer Built
- 22 Line Extension.

24 Respectfully submitted;

25 COLUMBUS ELECTRIC COOPERATIVE, INC.

26  
 27   
 28 \_\_\_\_\_  
 29 Charles C. Kretek,  
 30 General Counsel

1 Original and 13 copies filed this  
2 ~~20~~ day of March, 2014, with:

3  
4 Docket Control  
5 Arizona Corporation Commission  
6 1200 West Washington st.  
7 Phoenix, AZ 85007

8  
9 Copies of the foregoing were mailed/delivered this  
10 ~~20~~ day of March, 2014, to:

11  
12 Steve Olea and Julie McNeely-Kirwan,  
13 Utilities Division  
14 Arizona Corporation Commission  
15 1200 West Washington St.  
16 Phoenix, AZ 85007

17  
18 Janice Alward and Brian Smith,  
19 Legal Division  
20 Arizona Corporation Commission  
21 1200 West Washington St.  
22 Phoenix, AZ 85007

# **COLUMBUS ELECTRIC COOPERATIVE, INC.**

## **SCHEDULE ALE**

### **LINE AND SERVICE EXTENSIONS**

Page 1 of 12

The following rules and regulations will apply whenever an extension of Columbus Electric Cooperative's (hereinafter referred to as "CEC" or "the Cooperative" (electric distribution system is required to provide a consumer or group of consumers with electric service.

The line extension policy revenue credit provisions do not apply to consumers who will, in the Cooperative's opinion take service under CEC's Schedule LP – Large Power or Schedule IS-Industrial Service. In such situations for these consumer's line extensions, revenue credits and service agreements may be established on an individual basis.

Irrigation consumers requesting an extension where the motor(s) individually, in aggregate, or where the consumer has an irrigation service(s) under contract, and combined with a new application the horsepower exceeds 175HP, the Cooperative may establish revenue credit and service agreements on an individual basis.

When connecting consumers, the Cooperative, on behalf of its other member/consumers, will not make an investment in transmission or distribution equipment that is considered excessive or uneconomical.

The Cooperative shall require all consumers requesting new construction and receiving a line extension credit to execute a contract which guarantees the annual kWh as provided in the construction formula. Consumer understands and agrees that actual kWh and revenues from the new line extension must meet or exceed the credits received by the consumer. It is also understood that the calculation of revenues hereunder shall not include cost pass-through items, e.g. franchise fees, DSC or FPPCA cost recovery. This contract shall be for a period of five (5) years commencing with the initial date on which service is available to the consumer.

#### **I. SERVICE TO RESIDENTIAL AND NONRESIDENTIAL APPLICANTS**

##### **A. Construction of service without charge to the consumer:**

1. In instances where the investment is not more than five (5) times the revenue credit, the facilities shall be constructed at no charge to the consumer.
2. Allowance of kWh usage shall be made by Cooperative personnel based on the Line Extension Revenue Credit Table approved in a separate Policy by the Cooperative's Board of Trustees, and said policy may be revised at the Board's discretion. The maximum allowable current credits are listed as follows:

# COLUMBUS ELECTRIC COOPERATIVE, INC.

## SCHEDULE ALE

### LINE AND SERVICE EXTENSIONS

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#### REVENUE CREDIT TABLE

##### REVENUE CREDIT FOR RESIDENTIAL SERVICE

Monthly kWh	1 yr kWh hours	Annual Credit	5year Credit
560	6720	\$300.25	\$1,501.25

##### REVENUE CREDIT FOR STOCK WELLS

Monthly kWh	1 yr kWh Hours	Annual Credit	5year Credit
200	2400	\$107.23	\$536.16

##### REVENUE CREDIT FOR SMALL COMMERCIAL SERVICE

KVA Required	Monthly kWh	1 yr kWh Hours	Annual Credit	5year Credit
<15Kw	560	6720	\$272.03	\$1,360.13
15-25KvA	1250	15000	\$607.20	\$3,036.00
>25-50	2092	30000	\$1,214.40	\$6,072.00

##### REVENUE CREDIT FOR IRRIGATION SERVICE

Hp	kw	1 yr kWh Hours	Annual Credit	5year Credit	Previous Credit
10.00	7.50	7,500	\$273.75	\$1,368.75	\$1,498.78
15.00	11.25	11,250	\$410.63	\$2,053.13	\$2,248.17
20.00	15.00	15,000	\$547.50	\$2,737.50	\$2,997.56
25.00	18.75	18,750	\$684.38	\$3,421.88	\$3,746.95
30.00	22.50	22,500	\$821.25	\$4,106.25	\$4,496.34
40.00	30.00	30,000	\$1,095.00	\$5,475.00	\$5,995.13
50.00	37.50	37,500	\$1,368.75	\$6,843.75	\$7,493.91
75.00	56.25	56,250	\$2,053.13	\$10,265.63	\$11,240.86
100.00	75.00	75,000	\$2,737.50	\$13,687.50	\$14,987.81
125.00	93.75	93,750	\$3,421.88	\$17,109.38	\$18,734.77
150.00	112.50	112,500	\$4,106.25	\$20,531.25	\$22,481.72
175.00	131.25	131,250	\$4,790.63	\$23,953.13	\$26,228.67

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**LINE AND SERVICE EXTENSIONS**

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3. The kWh allowance and corresponding revenue credit shall be based on the table included in I.A.(2). The cost of fuel and purchased power shall be determined by reference to the cost per kWh sold in the last rate filing of the Cooperative.
4. The entire understanding between the parties hereto relating to this Schedule is set forth herein and in the Line and Service Extension Request and Line Extension Agreement and there are no oral understandings between the parties. No amendments to this agreement are authorized unless reduced to writing and signed by authorized representatives of each party.

**LINE AND SERVICE EXTENSIONS**

**B. Construction of service with charge to the consumer:**

1. In instances where line extensions require an investment in excess of five (5) times the annual revenue credit as described in I.A.(2) the consumer(s) shall be required to pay the Cooperative a Contribution in Aid of Construction equal to the amount required for construction in excess of the investment supported by revenue, plus an amount for operations, maintenance, and general administrative expense equal to five percent (5%) per year for five (5) years of the amount not supported by revenue. Such advance shall be computed in accordance with the formula set forth in I.B.(4).
2. When service is requested from which a Contribution in Aid of Construction as described in I.B.(1) has been made and there is an active line extension agreement, the consumer for such service shall be required to assume a pro rata share of the original investment which gave rise to the Contribution in Aid of Construction. The amount assumed shall be the fraction which the cost attributable to additional customers bear to the cost of the original construction. A refund will be made to the original party paying such advance, provided the additional connection is made within five (5) years from the date of original agreement.
3. Costs included in estimates:  
The total cost of material, labor, and overhead for the new facilities and cost of changing facilities shall be included when the investment is computed – excluding only meters and transformers.
4. The formula used to determine the amount, if any, of payment for line extension shall be as follows:

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**LINE AND SERVICE EXTENSIONS**

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- (a) kWh Allowance based on table \_\_\_\_\_
- (b) Annual Revenue Credit \_\_\_\_\_
- (c) Annual Revenue Credit X 5 Years \_\_\_\_\_
- (d) Estimated total investment \_\_\_\_\_
- (e) Investment not supported by revenue \_\_\_\_\_
- (f) Operation, Maintenance & Administrative Costs  
(5% per year x 5 years investment not supported by  
Revenue) \_\_\_\_\_
- (g) Advance payment required \_\_\_\_\_

5. The cost of the line extension as set forth in I.B.(4) must be agreed upon and paid by the a consumer within sixty (60) days after the Cooperative has provided a quotation of cost. This amount is to be paid in full prior to the commencement of construction.
6. Any unrefunded advance shall become a Contribution in Aid of Construction and shall become the property of the Cooperative.
7. In the event of a request for a line extension to a location where there are no reasonable signs of permanency or the consumer elects not to receive a revenue credit and enter into an Individual Line Extension Agreement the Cooperative will require the consumer to make an advance payment in accordance with the Formula set forth in I.B.(4) as a nonrefundable Contribution in Aid of Construction. The consumer may be eligible for a revenue credit if the consumer has established Permanent Service as defined below, prior to construction. These provisions shall be governed by the formula as set forth in I.B.(4).

**PERMANENT SERVICE**

**DEFINITION:** "Permanent Service" as defined herein is construed to mean service to domestic, small and large commercial, rural and urban consumers when the use of service both as to amount and permanency can be reasonably assured. Consumer shall be financially able and responsible to fulfill all obligations to be specified by written agreement. Consumer shall also provide copies of the deeds to all properties involved in the line extension.

To be considered permanent, the electric meter shall supply electric power to one of the following: All trailer and mobile homes placed on a permanent foundation with the wheels, axles, and tongue arrangements removed.

Water wells.

# COLUMBUS ELECTRIC COOPERATIVE, INC.

## SCHEDULE ALE

### LINE AND SERVICE EXTENSIONS

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A building if it is fully enclosed and has a minimum of 400 square feet of floor space, with a permanent foundation and roof.

Any barn or shop not fully enclosed with over 800 square feet of floor space and with a permanent foundation affixed to the earth.

Campers, fifth wheels, recreational vehicles, cargo containers, semi trailers, yurts, tents, electric gates, entrances, carports, or other services deemed non-permanent by CEC will not be considered permanent structures.

8. All requests for line extension by permanent, seasonal, or temporary customers shall be administered according to the rules and regulations prescribed by either the New Mexico Public Regulation Commission or the Arizona Corporation Commission.

## II. DISTRIBUTION LINE EXTENSION ESTIMATES AND FEE SCHEDULES

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

Consumer(s) requesting engineering design estimates for new electric service or service upgrades for single and/or multiple development line extensions will be charged the following non-refundable fees:

Type of Service	No. Service(s)	Fee
Residential	1 Service	\$100
Subdivision	2 or more lots	\$1,000 plus \$10 per lot in excess of 2 lots
Small Commercial =<50kva (OH & UG)	1 Service	\$100
Commercial >50-350kva (OH & UG)	1 Service	\$200 plus \$100 per service in excess of 1
Commercial >350kva(OH & UG)	1 Service	\$750 plus \$100 per service in excess of 1
Main Distribution (Primary Voltage)		\$0.22 per foot

# **COLUMBUS ELECTRIC COOPERATIVE, INC.**

## **SCHEDULE ALE**

### **LINE AND SERVICE EXTENSIONS**

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

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

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

To ascertain field conditions prior to finalizing a cost estimate, it will be necessary to survey the route in the field. One engineering survey with engineering design services will be provided by CEC. The cost of any additional engineering survey performed as the result of changes requested by the consumer after completion of the initial survey may, at the discretion of CEC, be billed to the consumer at CEC's current rates for labor, transportation, equipment, and materials.

Subdivisions providing CEC with approved final plans shall be provided with plans and/or estimates within ninety (90) days after receipt of the application and design fee.

Each and every request for an engineering estimate and each and every alteration to all initial requests for engineering services will be considered as an individual request and assessed a fee as set forth above.

All fees shall be paid to CEC by the consumer or prospective consumer prior to CEC engaging in engineering design and providing a cost estimate as requested by the consumer or prospective consumer.

Engineering design estimates shall be valid for sixty (60) days from the date of issuance. If the consumer or prospective consumer does not enter into a line extension agreement with CEC for service within this sixty (60) day period, then thereafter, a new request for engineering design services shall be initiated and subject to a fee assessment as set forth above.

# COLUMBUS ELECTRIC COOPERATIVE, INC.

## SCHEDULE ALE

### LINE AND SERVICE EXTENSIONS

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#### III. RESPONSIBILITY OF THE CONSUMER

##### A. PROVIDE DEVELOPMENT PLANS, LEGAL DESCRIPTIONS, GRADE CERTIFICATIONS, AND SURVEY CORNERS

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

If mutually agreeable and at no charge to CEC, the consumer's surveyor may be used to stake the electric facilities when such action will help expedite the work. In that case, the consumer's surveyor will be supplied working plans and close oversight by CEC personnel. The cost of any additional engineering, field, or office work performed as the result of changes requested by the consumer after completion of an initial engineering staking shall be billed to the consumer at CEC's current rates for labor, transportation, equipment, and materials.

##### B. UNDERGROUND SERVICE

The consumer shall provide trenching, select back fill where required, backfilling, compaction and all concrete work to the applicable specifications of CEC and/or local codes for underground primary or secondary line extensions at the consumer's expense. Generally, the consumer is responsible for supplying and installing all conduits on underground projects. However, at its sole discretion, CEC may elect to furnish and install conduit or cable in conduit when CEC decides such action will be beneficial and expeditious to the project. CEC reserves the right to reject any request for underground extensions if its effect would be to create an irregular pattern of mixed construction modes or encumber the efficiency of future repair and maintenance operations.

When a consumer requests underground facilities where overhead facilities are existing, the consumer shall pay the cost of removal of the overhead facilities, less salvage value of material removed, plus the cost of the underground facilities. No refund shall be made on such Contribution in Aid of Construction.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE A/E**

**LINE AND SERVICE EXTENSIONS**

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**IV. ELECTRIC FACILITIES FOR SUBDIVISIONS AND LAND DEVELOPMENTS**

- A. When extensions of facilities are built to furnish service to a qualified subdivision or development project, the subdivider/developer, hereinafter referred to as the developer, shall be required to pay as a contribution in aid of construction an amount equal to the total cost of the facilities.

The developer is also responsible for the full cost of any line extensions from existing CEC facilities to a duly recorded subdivision, but located outside the subdivision boundary.

In order to qualify for said service, the developer must furnish to the Cooperative a copy of the plat map of such subdivision or development which has been approved by the county, township, or other authoritative body having jurisdiction over such subdivision or development.

The developer shall submit a complete set of improvement plans as required which have been approved by the appropriate planning and zoning commission and engineer.

The developer shall submit a copy of the recorded final plat. Any lesser version or approved plat can be submitted with special permission and at the sole discretion of CEC. A design of the final plat shall normally be provided in AutoCAD format or other approved electronics form for preliminary electrical design.

Copies of the plans of all utilities to be installed shall be submitted and coordinated to eliminate conflicts of location.

Approved Easements and Rights-of-Way for lines for the complete build-out of the subdivisions shall be provided. Easements and Rights-of-Way for locating special equipment away from Rights-of-Way and hazardous locations may also be required.

All terrain where underground cable and equipment is to be installed shall be within six inches of final grade prior to staking. Certification of established grades by a registered professional engineer or licensed land surveyor shall be required by CEC for the entire length and width of the proposed service route prior to construction.

- B. Underground facilities requested by consumers or required by local, state regulations and/or CEC in subdivisions and mobile home parks with lots of one acre or less, recreational parks, airports, and other areas where overhead lines are unacceptable, the following provisions will apply.

# **COLUMBUS ELECTRIC COOPERATIVE, INC.**

## **SCHEDULE ALE**

### **LINE AND SERVICE EXTENSIONS**

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The developer shall be responsible for and provide accurately located survey markers and offset stakes to facilitate CEC's staking of electrical facility locations. If mutually agreeable and at no charge to CEC, the developer's surveyor may be used to stake the electric facilities when such action will help expedite the work. In that case, the developer's surveyor will be supplied working plans and close oversight by CEC personnel.

The developer or CEC, at the developer's expense, shall supply all necessary trenching, conduit, select backfill where requested, back filling, compaction, and concrete work, paving and re-paving, to CEC's specifications and applicable codes pursuant to the installation of the electrical equipment and lines. This will be accomplished in conjunction with close oversight and inspection by CEC personnel. The developer shall obtain all permits required for construction and trenching in public Easements or Rights-of-Way. All necessary occupancy permits shall be provided to CEC before permanent service is connected.

Installation of water, sewer lines, and storm drains prior to excavation of the trench for electric lines is advisable and may be required by CEC.

The developer shall keep all Easements and Rights-of Way and roads free of debris and obstacles during the construction period in order to avoid unnecessary delays in construction. Spoil piles from trenches shall be situated in such a manner as to allow safe passage by CEC equipment and personnel.

Any costs resulting from damages to CEC facilities caused by contractors and/or crews working for the developer, including changes in grade or dig-ins, shall be paid for by the developer. When excavating around CEC underground facilities, hand digging shall be utilized in accordance with New Mexico One-Call or Arizona Blue Stake laws. Once installed, any relocation of CEC facilities will be at the expense of the developer.

### **V. IDLE SERVICE BILLING**

Persons with distribution lines installed to serve them or their property, that are not using the service and the lines are considered idle, shall be notified that they are required to pay an amount equal to the minimum monthly charge. After proper notice of the above, and provided the property owner refuses to pay, or for any reason does not pay the above, the Cooperative may remove such lines without further notice.

### **VI. RIGHTS-OF-WAY**

The consumer shall grant to CEC all necessary perpetual utility Easements and Rights-of-Way free and clear from encumbrances, applying to the consumer's property, to enable electric

# **COLUMBUS ELECTRIC COOPERATIVE, INC.**

## **SCHEDULE ALE**

### **LINE AND SERVICE EXTENSIONS**

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distribution system construction, maintenance and operation. In all instances where the extension of facilities is requested, Rights-Of-Way, Easements, etc., as approved by the Cooperative, shall be clearly shown on all plats of land including land divided for resale, subdivisions plats, plot plans, etc., prior to the time they are recorded, and the Cooperative shall be furnished a copy of such instrument.

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

#### **VII. RESPONSIBILITY OF COOPERATIVE**

The Cooperative shall make every reasonable effort to complete construction of a line extension within sixty (60) days after the consumer signs the Individual Line Extension Agreement and has paid the required Contribution in Aid of construction, and after the Cooperative has acquired all applicable permits, rights-of-way, material and labor necessary for the line extension, and the Cooperative has completed all other applicable contractual obligations. Cooperative shall exercise due diligence and good faith in its efforts to obtain such permits, Easements and Rights-of-Way, materials, labor and contractual compliance. However, the Cooperative shall not be required to complete construction of the line extension within this time frame where force majeure conditions exist.

#### **VIII. CONSUMER BUILT LINE EXTENSIONS**

The classification and the following requirements apply to consumer built line extensions:

- A. Consumer(s) interested in pursuing this option must execute a contract that will establish the detailed terms and conditions for a specific project.
- B. Such system must be designed at the consumer's expense.
- C. The Cooperative will specify all materials and equipment to be used in the electrical system including, but not limited to: wire, cable, conduit, poles, fixtures, switchgear, relays, capacitors and insulators. The consumer shall be free to acquire said materials from approved manufacturers that meet the specifications with current RUS material specification and the National Electric Codes and Electrical Safety Codes, as verified by the Cooperative.

All meters and associated metering transformers will be provided and installed by the Cooperative.

# COLUMBUS ELECTRIC COOPERATIVE, INC.

## SCHEDULE ALE

### LINE AND SERVICE EXTENSIONS

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- D. The consumer will hire only those contractors who are properly and currently qualified and licensed, in accordance with State and local law and regulation, to construct electrical distribution systems. The contractor will meet all the regulations and licensing standards set by the State of Arizona Registrar of Contractors, including, but not limited to R4-9-102 A-% Excavating, Grading and Oil Surfacing; A-17 Electrical and Transmission Lines; and L-11 Electrical; R4-9-103 C-2 Excavating, Grading and Oil Surfacing; C-11 Electrical; or R4-9-104 K-2 Excavating, Grading and Oil Surfacing; and K-11 Electrical certification by the State of Arizona pursuant to Title 32 of the Arizona Revised Statutes (A.R.S.). The Cooperative reserves the right to disapprove of any contractor selected by the consumer on the grounds that the contractor is not properly qualified or otherwise able to construct the line extension in accordance with the Cooperative's construction standards.
- E. Construction practices and equipment must be in compliance with Cooperative construction standards as verified by the Cooperative.
- F. Consumer shall provide to the Cooperative Easements and Rights-of-Way duly executed (including by both husband and wife, if applicable) and acknowledged and free from all liens and encumbrances in a Cooperative approved form which reflect the "as-built" configuration and location of the electric system. The consumer shall pay the Cooperative for its costs incurred to verify the Easement and Rights-of-Way.
- G. The Cooperative will select a Construction Inspector who will visit the construction site. The Construction Inspector shall have the authority to accept, or reject, the work and materials of the consumer or contractor and shall certify to the cooperative such acceptance or rejection at the time of inspection. The function of the Construction Inspector shall be to verify compliance with design, materials, equipment and installation specifications of the Cooperative, RUS and the specified codes in this rule. Consumer must pay Cooperative's design and inspection costs before the Cooperative's services are rendered.
- H. The Cooperative has no obligation to purchase an electrical system which is not accepted by the Cooperative's Construction Inspector. In addition, the Cooperative will not provide electric service to a system which is not accepted by the Cooperative's Construction Inspector.

If the Cooperative determines the extension was built in accordance with Cooperative's design, material, and specifications and RUS construction and applicable code standards, with proper Easements and Rights-of-Way assignable to Cooperative, and is free of all liens and encumbrances, then Cooperative will buy the system for \$1.00.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE A/E**

**LINE AND SERVICE EXTENSIONS**

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The consumer is liable for the direct and indirect consequences of any defects or failures of the electrical system from consumer's design, specifications, construction, operation or maintenance of the system, including direct and consequential damages arising therefrom, excluding defects or failures arising from the Cooperative's negligent design, specifications, maintenance or operation of the system or the Cooperative's gross or willful misconduct in acts or omissions, if any, regarding these same activities pertaining to the system. The consumer and the Cooperative intend that each shall be responsible for their own acts or omissions and do not require indemnification from the other for any negligence, acts or omissions.

Commencing with the date of sale and the Cooperative's acceptance of duly executed (including by both husband and wife, if applicable) and acknowledged conveyances, assignments, and bills of sale from all owners/grantors, in a form acceptable to the Cooperative, of the Easements, Rights-of-Way and other interests and the electrical system to the Cooperative, the Cooperative, in its discretion, will assume ownership and maintenance and operating responsibility for the system. The Easements, Rights-of-Way, facilities and system from the owners/grantors must be free of all liens and encumbrances. The consumer shall provide validly executed and acknowledged releases of liens, including mechanics liens, from any contractor and subcontractor constructing or providing services on the line extension or system. Conveyances and assignments will not convey or assign to the Cooperative any liabilities or damages, including consequential damages, accruing or occurring prior to the conveyances or assignment. Such liabilities and damages will remain with the consumer.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-1**

**LINE AND SERVICE EXTENSION REQUEST**

Page 1 of 4

WO# \_\_\_\_\_

**REQUEST FOR SERVICE**

**I. DISTRIBUTION LINE EXTENSION ESTIMATES AND FEE SCHEDULES**

It is understood and agreed that the facilities installed hereunder shall be and remain the property of Columbus Electric Cooperative, Inc., hereinafter referred to as CEC, and CEC shall, subject to the terms and conditions of this agreement, assume full responsibility for future operations and maintenance of facilities.

The entire understanding between the two parties hereto relating to this application is set forth in the most recent CEC's Line and Service Extension Schedule on file with the Arizona Corporation Commission and there are no oral understandings between the parties. No amendments to agreements are authorized unless reduced to writing and signed by authorized personnel.

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

Consumers requesting engineering design estimates for new electric service or service upgrades for single and/or multiple development line extensions will be charged the following non-refundable fees:

Type of Service	No. Service(s)	Fee
Residential	1 Service	\$100
Subdivision	2 or more lots	\$1,000 plus \$10 per lot in excess of 2 lots
Small Commercial <=50kva (OH & UG)	1 Service	\$100
Commercial >50-350kva (OH & UG)	1 Service	\$200 plus \$100 per service in excess of 1
Commercial >350kva(OH & UG)	1 Service	\$750 plus \$100 per service in excess of 1
Main Distribution (Primary Voltage)		\$0.22 per foot

# **COLUMBUS ELECTRIC COOPERATIVE, INC.**

## **SCHEDULE ALE**

### **APPENDIX ALE-1**

#### **LINE AND SERVICE EXTENSION REQUEST**

Page 2 of 4

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

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

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

#### **REQUEST FOR SERVICE**

#### **II. RESPONSIBILITY OF THE CONSUMER**

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

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

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-1**

**LINE AND SERVICE EXTENSION REQUEST**

Page 3 of 4

**Request Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Consumer's Name** \_\_\_\_\_  
(Please Print)

**Consumer Type:**

**Individual** \_\_\_\_\_ **Corporation** \_\_\_\_\_ **Trust** \_\_\_\_\_

**LLC** \_\_\_\_\_ **Partnership** \_\_\_\_\_ **LLP** \_\_\_\_\_

**Personal Guarantees are required for LLC's, LLP's, Trusts and Partnerships.  
Corporations are required to provide Proof of Authority**

**Address:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
\_\_\_\_\_

**Type of Request:**

**Existing Service** \_\_\_\_\_ **Service Location No.** \_\_\_\_\_

**New Service** \_\_\_\_\_ **Service Entrance Size:** \_\_\_\_\_

**Service Upgrade** \_\_\_\_\_

**For New Service:**

**Consumer should provide a plat and legal description of the property.**

**Property Location:** \_\_\_\_\_  
\_\_\_\_\_

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-1**

**LINE AND SERVICE EXTENSION REQUEST**

Page 4 of 4

**Interest in Property:**

**Owner** \_\_\_\_\_ **Prospective Buyer** \_\_\_\_\_ **Other** \_\_\_\_\_  
**Realtor** \_\_\_\_\_ **Developer** \_\_\_\_\_

**Property Improvements:** \_\_\_\_\_ **Existing** \_\_\_\_\_ **Planned**

**Site Constructed Home** \_\_\_\_\_ **Existing** \_\_\_\_\_ **Planned**

**Mobile Home/Trailer** \_\_\_\_\_ **Existing** \_\_\_\_\_ **Planned**

**Other:** \_\_\_\_\_

**Additional Information:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A Columbus Electric employee will contact the consumer to discuss specific details of the service request.**

**A cost estimate will be prepared and mailed to the above address unless other arrangements are made.**

\_\_\_\_\_  
**Consumer's Signature**

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-2**

**INDIVIDUAL LINE EXTENSION AGREEMENT**

Page 1 of 4

**Work Order #:** \_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**Columbus Electric Cooperative, Inc.  
P.O. Box 631  
Deming, NM 88031-0631  
(575) 546-8838**

**Consumer Name and Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUAL LINE EXTENSION AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Columbus Electric Cooperative, Inc., hereinafter called "CEC" and \_\_\_\_\_, hereinafter called "Consumer".

WITNESSETH:

CEC agrees to sell and deliver to the consumer, who in turn agrees to purchase and receive from the CEC, all of the electric power and energy, alternating current, \_\_\_\_\_ Phase, 60 Hertz, \_\_\_\_\_ Volts.

The consumer is requesting CEC to provide electric service to the following described property or real estate:

See Exhibit A – Property Description attached hereto and made a part hereof by reference to provide service to this property will require an extension of CEC's electric system (the "line extension" or "facilities" described in the attached estimate).

The consumer agrees to pay the contribution in aid of construction as indicated in the attached estimate.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-2**

**LINE AND SERVICE EXTENSION AGREEMENT**

Page 2 of 4

The consumer understands the estimated cost and initial credit determinations are final and no additional credits will be given.

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The consumer shall grant, indefinitely, to CEC all necessary utility Easements and Rights-of-Way, free and clear from encumbrances, over the consumer's property, to enable electric distribution system construction, maintenance and operation. Said Easements and Rights-of-Way shall be perpetual. Said Easements and Rights-of-Way shall, upon notification by CEC to the consumer, be and remain free of any and all obstructions, man-made or natural, which are or could be within fifteen (15) feet of CEC's line and equipment. If the consumer fails to remove any such obstructions after notice, CEC may remove all obstructions and bill the charges to the consumer.

2. All personal and real property appurtenances necessarily used in construction, maintenance and operation of said distribution system remain the property of CEC.

3. A minimum kWh consumption requirement shall be based on CEC's estimate of total construction costs.

See Exhibit B – Estimated Cost of Construction attached hereto and made a part hereof by reference.

4. The consumer shall pay \$\_\_\_\_\_ as a Contribution in Aid of Construction based on CEC's estimate of total construction costs. The total cost payable must be paid in full in advance of any construction.

5. Electric bills will be subject to payment in full upon presentation of a bill. Unpaid accounts will become "Past Due" twenty (20) days after billing. All unpaid accounts shall be subject to disconnection fifteen (15) days from the "Past Due" date, in accordance with applicable statutes, rules and regulations. **Disconnection of service for non-payment shall not terminate the consumer's obligation for the contracted minimum for the remaining term of this contract.**

6. Should service be discontinued for a period of five (5) years from the date of this agreement without any reconnection in that period, any unrefunded amounts paid as a Contribution in Aid of construction shall become the property of CEC.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-2**

**LINE AND SERVICE EXTENSION AGREEMENT**

Page 3 of 4

7. The term of this agreement, and imposition of the required minimum energy charge, shall be five (5) years from the date first written above and any sums not refunded on the date of termination shall become the property of CEC.

8. CEC will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the consumer to CEC. The Cooperative will endeavor to restore service within a reasonable time.

9. CEC will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of CEC, public enemies, accidents, strikes, legal processes, governmental restrictions, fuel shortages, breakdown or damage to generation, transmission or distribution facilities of CEC, repairs or changes in CEC's generation, transmission or distribution facilities and other acts of God. Consumers whose service requirements exceed those normally provided should advise CEC and contract for additional facilities as may be required. CEC will not, under any circumstances, contract to provide One Hundred Percent (100%) reliability of service.

10. Should CEC find it necessary to retain legal services to enforce its rights under this agreement, at law or in equity, the consumer shall be obligated to pay and agrees to pay all reasonable legal fees and costs incurred by CEC.

11. This agreement shall inure to and be binding upon the heirs, administrators, executors, assigns or successors in interest of CEC and the consumer.

12. This agreement is subject to all legally imposed city, county, state and federal laws, rules and regulations and changes in laws, tariffs, taxes, orders or directives, and the same, as applicable, are made a part hereof by reference.

13. This agreement shall be interpreted under the laws of the State of New Mexico.

14. A sketch of the proposed construction may be attached hereto as Exhibit C and is incorporated and made part hereof by reference.

The agreement, including the applicable tariff made part hereof by reference, shall at all times be subject to such changes or modifications as shall be ordered, from time to time, by any legally constituted regulatory body having jurisdiction over CEC to require such changes or modifications.



**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-3**

**CONSUMER BUILT LINE EXTENSIONS REQUIREMENTS AGREEMENT**

Page 1 of 6

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Columbus Electric Cooperative, Inc., a New Mexico Corporation hereinafter called "CEC" or "Cooperative" and \_\_\_\_\_, hereinafter called "Consumer". Consumer and CEC hereby agree as follows:

1. Consumer is requesting CEC to provide electric service to the following described property or real estate: \_\_\_\_\_  
\_\_\_\_\_.
2. To provide service to this property will require an extension of CEC's electric system ("the line extension" or "facilities") described as follows:  
\_\_\_\_\_  
\_\_\_\_\_.
3. CEC grants permission to consumer to construct the line extension by contract between consumer and \_\_\_\_\_ (Contractor's name and License Number), a qualified contractor, who is acceptable to CEC.
4. Consumer and CEC agree that such construction is to be completed in accordance with CEC's Line and Service Extension Policy, including but not limited to all the duties, requirements and obligations set forth herein, entitled "Consumer Built Line Extension Requirements", copies of which have been provided to the consumer on \_\_\_\_\_. Consumer and CEC adopt and incorporate by reference in this agreement all such duties, requirements, and obligations, set forth in the Line and Service Extensions Policy including the provision for recovering any operations, maintenance and administrative cost governed by the formula set forth in 1.B(4) of CEC's Line and Service Extension Policy and those requirements in Appendix A hereto.
5. Consumer agrees to comply with CEC's specifications for material, equipment, trenching and installing construction standards for completing the line extension.
6. Consumer agrees that CEC has the authority to accept or reject Contractor's work in constructing the line extension. Consumer agrees that CEC has no obligation to provide electric service to a line extension which is not accepted by CEC.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-3**

**CONSUMER BUILT LINE EXTENSIONS REQUIREMENTS AGREEMENT**

Page 2 of 6

In addition, CEC has no obligation to purchase a line extension which is not accepted by the company.

7. Consumer agrees to pay CEC for its actual cost incurred in providing engineering design, construction inspection, meter installation, and easement assurance for the line extension.
8. Upon completion of a line extension that is acceptable to CEC, consumer agrees to sell the line extension to CEC for \$1.00 free and clear of all liens and encumbrances in accordance with the CEC's standard form Line Extension Sales Agreement Consumer Built Line Extension, a copy of which may be provided at the consumer's request.
9. Consumer shall obtain all necessary Easements and Rights-of-Way for construction of the facilities; right of ingress and egress; and the right of excavation as required for installation, maintenance, repair or replacement of any of the facilities. All Easements and Rights-of-Way shall be of public record and, in the case of plats, clearly shown on such plats prior to final recording. Consumer agrees to install underground facilities such that CEC's required cable depth is met following completion of final grade and drainage work. Any relocation due to changes in locations of Easements and Rights-of-Way, lot lines, or grades will be at the expense of consumer and will be non-refundable.
10. This agreement, including the Line and Service Extension Policy which is made a part hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the New Mexico Public Regulation Commission or the Arizona Corporation Commission ("Commissions"), having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when Commission's action could cause a change in the terms of this agreement.
11. The entire understanding between the parties hereto relating to this agreement is set forth herein and there are no oral understandings between the parties. Any amendments to this agreement must be reduced to writing and signed by an authorized representative of each party.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-3**

**CONSUMER BUILT LINE EXTENSIONS REQUIREMENTS AGREEMENT**

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IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

Customer \_\_\_\_\_

Columbus Electric Co-op, Inc. \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-3**

**CONSUMER BUILT LINE EXTENSIONS REQUIREMENTS AGREEMENT**

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Appendix A

**COLUMBUS ELECTRIC COOPERATIVE, INC**  
**CONSUMER BUILT LINE EXTENSIONS TERMS AND CONDITIONS**

- A. Such system must be designed at the consumer's expense.
- B. CEC will specify all materials and equipment to be used in the electrical system including, but not limited to: wire, cable, conduit, poles, fixtures, switchgear, relays, capacitors and insulators. The consumer shall be free to acquire said materials from approved manufacturers that meet the specifications with current RUS material specification and the National Electric Codes and Electrical Safety Codes, as verified by CEC.

All meters and associated metering transformers will be provided and installed by CEC.

- C. The consumer will hire only those contractors who are properly and currently qualified and licensed, in accordance with state and local laws and regulations, to construct electrical distribution systems. The contractor will meet all the regulations and licensing standards set by the State of Arizona Registrar of Contractors, including, but not limited to R4-9-102 A-5 Excavating, Grading and Oil Surfacing; A-17 Electrical and Transmission Lines; and L-11 Electrical; R4-9-103 C-2 Excavating, Grading and Oil Surfacing; C-11 Electrical; or R4-9-104 K-2 Excavating, Grading and Oil Surfacing; and K-11 Electrical, certifications by the State of Arizona pursuant to Title 32 of the Arizona Revised Statutes (A.R.S.).
- D. CEC reserves the right to disapprove of any contractor selected by the consumer on the grounds that the contractor is not properly qualified or otherwise able to construct the line extension in accordance with CEC's construction standards.
- E. Construction practices and equipment must be in compliance with CEC's construction standards as verified by the CEC.
- F. Consumer shall provide to CEC Easements and Rights-of-Way duly executed (including by both husband and wife, if applicable) and acknowledged and free from all liens and encumbrances in a CEC approved form which reflects the "as-built" configuration and location of the electric system. The consumer shall pay CEC for its costs incurred to verify the Easement and Rights-of-Way.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-3**

**CONSUMER BUILT LINE EXTENSIONS REQUIREMENTS AGREEMENT**

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**Appendix A**

- G. CEC will select a Construction Inspector who will visit the construction site. The Construction Inspector shall have the authority to accept, or reject, the work and

materials of the consumer or contractor and shall certify to CEC such acceptance or rejection at the time of inspection. The function of the Construction Inspector shall be to verify compliance with design, materials, equipment and installation specifications of CEC, RUS and the specified codes in this rule. Consumer must pay CEC's design and inspection costs before CEC's services are rendered.

- H. CEC has no obligation to purchase an electrical system which is not accepted by the CEC's Construction Inspector. In addition, CEC will not provide electric service to a system which is not accepted by CEC's Construction Inspector.

If CEC determines that the extension was built in accordance with CEC's design, material, and specifications and RUS construction and applicable code standards, with proper Easements and Rights-of-Way assignable to CEC, and is free of all liens and encumbrances, then CEC will buy the system for \$1.00.

The consumer is liable for the direct and indirect consequences of any defects or failures of the electrical system from consumer's design, specifications, construction, operation or maintenance of the system, including direct and consequential damages arising therefrom, excluding defects or failures arising from CEC's negligent design, specifications, maintenance or operation of the system or CEC's gross or willful misconduct in acts or omissions, if any, regarding these same activities pertaining to the system. The consumer and CEC intend that each shall be responsible for their own acts or omissions and do not require indemnification from the other for any negligence, acts or omissions of the indemnities.

Commencing with the date of sale and CEC's acceptance of duly executed (including by both husband and wife, if applicable) and acknowledged conveyances, assignments, and bills of sale from all owners/grantors, in a form acceptable to CEC of the Easements and Rights-of-Way and other interests and the electrical system to CEC. CEC, in its discretion, will assume ownership and maintenance and operating responsibility for the system. The Easements and Rights-of-Way, facilities and system from the owners/grantors must be free of all liens and encumbrances. The consumer shall provide validly executed and acknowledged releases of liens, including mechanics liens, from any contractor and subcontractor constructing or providing services on the line extension or system. Conveyances and assignments will not convey or assign to CEC any

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-3**

**CONSUMER BUILT LINE EXTENSIONS REQUIREMENTS AGREEMENT**

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liabilities or damages, including consequential damages, accruing or occurring prior to the conveyances or assignment. Such liabilities and damages will remain with the consumer.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-4**

**LINE EXTENSION SALES AGREEMENT  
CONSUMER BUILT LINE EXTENSION**

Page 1 of 3

\_\_\_\_\_, hereinafter referred to as "Consumer" does hereby sell, transfer and convey to Columbus Electric Cooperative, Inc. (CEC) for full, good and valuable consideration, in the sum of \$1.00 (one dollar), the receipt and adequacy of which is hereby acknowledged, and for the following mutual covenants of the parties, all title and rights of ownership, possession and control over the assemblies, units and materials used in the construction of the \_\_\_\_\_ Extension Project, **single/three** phase **aerial/underground** distribution lines including the following extensions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The \_\_\_\_\_ kV electric distribution lines (described more particularly below) and facilities including, but not limited to, those items described in a contract between the consumer, and \_\_\_\_\_, developer/constructor of the facilities dated \_\_\_\_\_, \_\_\_\_\_ conveys title, ownership and control over the facilities to CEC and agrees from the date this instrument is signed, neither it nor any of its employees, contractors, agents or representatives will attempt to contact, control, connect to, work on, operate or maintain any portion or part of the facilities. The consumer represents that he/it owns good and merchantable title, free and clear of all liens and encumbrances, to the real property and to the grantor and grantee interests in the Easement and Right-of-Way on which the facilities have been constructed, which is approximately 30 feet in width, more particularly shown in the Real Property Records in the office of the County Recorder of Cochise County as Document No. \_\_\_\_\_.

The consumer, understands and agrees that CEC shall, upon assuming title, possession and control of the facilities, have the right, at its discretion and sole determination, to energize and utilize the Facilities for all purposes deemed necessary and prudent solely by CEC.

The consumer, hereby delivers and assigns to CEC all contracts, documents, agreements, material receipts, and warranties, used, executed, or received for the construction of the facilities from the contractor/constructor of the facilities.

The consumer, affirms and warrants that all payments due to material suppliers, contactors, laborers, or other persons furnishing materials or services for the facilities are paid in full and there are no outstanding balances of amounts due or liens attached to or that will be attached to the facilities.

**COLUMBUS ELECTRIC COOPERATIVE, INC.**

**SCHEDULE ALE**

**APPENDIX ALE-4**

**LINE EXTENSION SALES AGREEMENT  
CONSUMER BUILT LINE EXTENSION**

Page 2 of 3

The consumer, shall indemnify and hold harmless CEC from any and all claims, liabilities or damages claimed by all persons other than CEC (and its agents, employees and contractors) regarding the facilities.

The consumer, and CEC agree that this is the final transfer and conveyance of ownership of the facilities and Easement and Right-of-Way and that this is the entire agreement between the parties and that no modification is binding upon either party, their successors, or assigns unless it be in writing, signed and dated by a duly authorized representative of both parties.

Both the consumer, and CEC and their respective signatories represent and warrant that they are authorized to enter into and duly sign and acknowledge this instrument and convey and grant the interests conveyed and grant by this instrument.

This instrument is effective as of the date first indicated below.

COLUMBUS ELECTRIC COOPERATIVE, INC.

By \_\_\_\_\_  
Consumer

By \_\_\_\_\_  
General Manager

Date: \_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

