

SIERRA ELECTRIC COOPERATIVE, INC.
ORIGINAL FORM NO. 19

IDLE AND ABANDONED SERVICE AGREEMENT

FILED IN OFFICE OF

NOV 15 2018

NM PUBLIC REGULATION COMM
RECORDS MANAGEMENT BUREAU

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Attached is a sample of an Idle and Abandoned Service Agreement

EFFECTIVE

DEC 15 2018

REPLACED BY NMPRC
BY Rule 210

Advice Notice No. 67



Denise K. Barrera
General Manager

IDLE AND ABANDONED SERVICE AGREEMENT

This Agreement is effective the _____ day of _____, 20____, by and between Sierra Electric Cooperative, Inc. (SEC), and _____, (Consumer or Owner), in consideration of the mutual promises made herein, and regarding the property located at:

Township _____ Range _____ Section _____ Map Location. _____

IDLE SERVICES**Definitions**

An Idle or Abandoned Service Charge will be applicable where the Cooperative has installed the necessary facilities to provide said Electric Service, but where the consumer or owner fails to use said service within a reasonable time, as defined by the Cooperative policies and/or rules. The Cooperative will, after due notice to the consumer or owner, by registered or certified mail, require the consumer or owner to pay an Idle or Abandoned Service Charge in order to retain the Cooperative's facilities in readiness so that the said service may be available.

Charges

If these facilities are requested to be left in place for future use, the consumer or owner shall be required to pay an Idle or Abandoned Service Fee.

The Idle or Abandoned Service Fee shall be an amount equal to an annualized Customer Charge of the applicable rate schedule or any subsequent revision under which service was taken prior to abandonment.

After the initial twelve (12) month term and beginning with the next billing cycle, another Idle and Abandoned Service Charge will be required for the applicable rate class. This Agreement shall automatically renew for twelve (12) month terms until Electric Service is again taken by the consumer or owner or Cooperative Facilities are removed.

Termination

This Agreement may be terminated by the Cooperative at any time during a term of this Agreement remove the Idle or Abandoned Service if: (1) a consumer or owner has engaged in any fraudulent scheme or act to avoid amounts due the Cooperative, including the use of another name or legal entity; or (2) a consumer's or owner's installation or equipment is known to be hazardous or of such character that Electric Service cannot be provided in a safe manner as determined by the Cooperative.

The consumer or owner may terminate this Agreement with written notice to the Cooperative, including consent to removal of the Cooperative facilities, whenever the Cooperative determines it is economical to do so.

So long as the Idle or Abandoned Service Charge is paid by the consumer or owner, the Cooperative's facilities shall remain in place. However, any time the consumer or owner

IDLE AND ABANDONED SERVICE AGREEMENT

refuses or fails to pay the idle service charge, the consumer or owner shall be notified that the facilities may be removed from the given premises by the Cooperative, whenever the Cooperative determines it is economical to do so.

A consumer or owner shall not assign any of their rights or obligations under the Terms and Conditions of this agreement,

Rebuilding

If the consumer or owner applies for restoration of service at the location after the facilities have thus been removed, the consumer or owner will be required to pay in advance, an amount equal to the actual removal cost, plus the estimated replacement cost of the necessary facilities. This will not apply, however, if in the meantime, ownership of the premises has changed.

Election to Retain Cooperative Facilities

I wish to retain the Cooperative's facilities at the aforementioned location in readiness for service at the rate of \$ _____ per month plus applicable taxes. My check or money order for \$ _____ is enclosed.

CONSUMER OR OWNER

DATE

CONSUMER OR OWNER ADDRESS

Consumers or owners wishing to retire a service no longer needed may do so with no further charges provided they sign a retirement of electric service provision below but will be subject to the rebuilding charges described in the preceding section.

Election NOT to Retain Cooperative Facilities

The undersigned does hereby agree to have Sierra Electric Cooperative remove the Cooperative Facilities at the aforementioned location, described in the previously delivered notice.

CONSUMER OR OWNER

DATE

CONSUMER OR OWNER ADDRESS