

CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.
FIRST REVISED RULE NO. 13
CANCELLING ORIGINAL RULE NO. 13

LIABILITY AND RESPONSIBILITY OF THE COOPERATIVE AND CUSTOMER

X (NUMEROUS CHANGES)

Page 1 of 3

COOPERATIVE'S LIABILITY AND RESPONSIBILITY:

- A. The Cooperative shall not be liable to the Customer for any loss or damage occasioned by any defect or insufficiency in the wiring or equipment beyond the point where the Cooperative's service wires and fixtures are first connected to the Customer's wiring (also referred to as the "Customer's side").
- B. The Cooperative shall use reasonable diligence to provide a regular and uninterrupted supply of electric power and energy, subject to its Bylaws, contracts and Rate Schedules filed with the New Mexico Public Regulation Commission. The Cooperative is not be considered in default in respect to any obligation to supply service, if failure of performance is due to force majeure (uncontrollable forces), which includes any cause beyond control of the Cooperative; this includes, but is not limited to the failure of facilities, flood, earthquake, storm, fire, lightning, pandemic, war, riot, civil disturbance, labor disturbance, or sabotage; inability to obtain rights-of-way, permits, licenses, and authorizations from any local, state or federal agency or persons for any of the facilities or equipment required to provide service hereunder; and restraint by court or public authority, which by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. Nothing herein shall be construed to require the Cooperative to prevent or settle a labor dispute against its will.
- C. In the event of breakdown, fuel shortage, labor shortage or other conditions which would reduce the Cooperative's capability to provide the full needs of all its respective Customers, the Cooperative may request that Customers voluntarily restrict their use of electricity.

The Cooperative reserves the right to curtail service (involuntary load curtailment) for necessary maintenance or to effectuate repairs to its electric distribution system and/or the maintenance and repairs of its power-supplier. The Cooperative also reserves the right to curtail service due to a system or regional power supply or transmission emergency.

ADVICE NOTICE NO. 69


Continental Divide Electric Cooperative, Inc.
Robert E. Castillo, Chief Executive Officer

EFFECTIVE

November 1, 2024

Replaced by NMPRC

By: Operation of Law

CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.
FIRST REVISED RULE NO. 13
CANCELLING ORIGINAL RULE NO. 13

LIABILITY AND RESPONSIBILITY OF THE COOPERATIVE AND CUSTOMER

Page 2 of 3

Should conditions require involuntary load curtailment for extended periods, the Cooperative shall make every reasonable effort to maintain adequate service to those activities essential to public welfare and service will be rendered pursuant to procedures and practices ordered or approved by the Commission or other public regulatory body having jurisdiction.

In circumstances of voluntary restriction and involuntary load curtailment, the Cooperative shall endeavor to give Customers notice and updates as is reasonably practical.

Interruption of service due to equipment breakdown, weather or other conditions should be reported promptly by the Customer to the Cooperative. The Cooperative will endeavor to restore service within a reasonable time.

CUSTOMER'S LIABILITY AND RESPONSIBILITY

- A. The Customer shall be held responsible for all electricity used on the premises until **proper** notice has been given to the Cooperative to discontinue the supply of electric service. Discontinuance in no way relieves the Customer of financial obligations, including minimum charges and other payments set forth in the Customer's contract or Service Agreement with the Cooperative.
- B. The Customer will be liable for damage to Cooperative property, including illegal diversion of estimated electrical energy and the tampering with, damaging of, or deliberate destruction of equipment furnished and owned by the Cooperative, including meters and meter seals.
- C. The Cooperative reserves the right to discontinue the supply of electrical energy, disconnect its line(s), and remove its property from the Customer's premises for the reason stated in Section B. (See Rule 15 for more rules and regulations regarding illegal diversion and vandalism of Cooperative property and Rule 10 for additional reasons for discontinuance of service.)
- D. Upon acceptance of the Customer's Application of Service, duly authorized representatives of the Cooperative shall have the right of ingress and egress on the Customer's premises at all reasonable hours for the purpose of constructing, maintaining, repairing, inspecting, testing, changing or removing its meters, wires and equipment. The Cooperative shall have the right to obtain the connected load, measure demand, and collect other pertinent system data.

ADVICE NOTICE NO. 69



Continental Divide Electric Cooperative, Inc.
Robert E. Castillo, Chief Executive Officer

EFFECTIVE

November 1, 2024

Replaced by NMPRC

By: Operation of Law

CONTINENTAL DIVIDE ELECTRIC COOPERATIVE, INC.
FIRST REVISED RULE NO. 13
CANCELLING ORIGINAL RULE NO. 13

LIABILITY AND RESPONSIBILITY OF THE COOPERATIVE AND CUSTOMER

Page 3 of 3

- E. No one except duly authorized representatives of the Cooperative shall be allowed to make any internal or external adjustments of any meter, other piece of equipment, or facility that is Cooperative property.

ADVICE NOTICE NO. 69



Continental Divide Electric Cooperative, Inc.
Robert E. Castillo, Chief Executive Officer

EFFECTIVE

November 1, 2024

Replaced by NMPRC

By: Operation of Law