DOCKET NUMBER 26-0000062
FILED DATE & TIME 03/27/2026 10:12 AM MST
FILED WITH NMPRC

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF EL PASO ELECTRIC COMPANY'S ADVICE NOTICE NO. 317

ADVICE NOTICE NO. 317

Pursuant to the New Mexico Public Regulation Commission's Rule 17.1.210 of the New Mexico Administrative Code, El Paso Electric Company (EPE) herewith files Advice Notice No. 317, with an effective date of May 1, 2026.

Check No. 10057925 in the amount of $30.00 will be mailed as payment for the required filing fee.

Respectfully submitted,

Nancy B. Burns
Deputy-General Counsel
New Mexico Bar No. 7538
El Paso Electric Company
300 Galisteo Street, Suite 206
Santa Fe, New Mexico 87501
Telephone (505) 982-4147
nancy.burns@epelectric.com

SPENCER FANE LLP

By: */s/ Jeffrey J. Wechsler*
Jeffrey J. Wechsler
Kari E. Olson
Angela E. Harris
Post Office Box 2307
Santa Fe, New Mexico 87504-2307
(505) 982-3873
jweschler@spencerfane.com
kaolson@spencerfane.com
aharris@spencerfane.com

William A. Faulk, III, *Pro Hac Vice*
State Bar No. 24075674
Eleanor D'Ambrosio, *Pro Hac Vice*
State Bar No. 24097559
816 Congress Avenue, Suite 1200
Austin, Texas 78701
(512) 840-4550

cfaulk@spencerfane.com
edambrosio@spencerfane.com

Attorneys for El Paso Electric Company

EL PASO ELECTRIC COMPANY

ADVICE NOTICE NO. 317

NEW MEXICO PUBLIC REGULATION COMMISSION
OF THE STATE OF NEW MEXICO

El Paso Electric Company (EPE) hereby gives notice to the public and the Commission of the filing and publishing of the following changes in its Tariffs and Rules, which are attached hereto:

RATES

Rate Number	Title of Rate	Cancelling Rate Number	Date Effective	
15th Revised Rate No. 01	Residential Service Rate	14th Revised Rate No. 01	05/01/2026	X
17th Revised Rate No. 03	Small General Service Rate	16th Revised Rate No. 03	05/01/2026	X
17th Revised Rate No. 04	General Service Rate	16th Revised Rate No. 04	05/01/2026	X
17th Revised Rate No. 05	Irrigation Service Rate	16th Revised Rate No. 05	05/01/2026	X
14th Revised Rate No. 07	City and County Service Rate	13th Revised Rate No. 07	05/01/2026	X
14th Revised Rate No. 08	Water, Sewage, Storm Sewage Pumping or Sewage Disposal Rate	13th Revised Rate No. 08	05/01/2026	X
14th Revised Rate No. 09	Large Power Service Rate	13th Revised Rate No. 09	05/01/2026	X
16th Revised Rate No. 10	Military Research and Development Power Rate	15th Revised Rate No. 10	05/01/2026	X
15th Revised Rate No. 11	Street Lighting Service Rate	14th Revised Rate No. 11	05/01/2026	X
15th Revised Rate No. 12	Private Area Lighting Rate	14th Revised Rate No. 12	05/01/2026	X
13th Revised Rate No. 15	Miscellaneous Service Charges	12th Revised Rate No. 15	05/01/2026	X
45th Revised Rate No. 16	Purchased Power Service	44th Revised Rate No. 16	05/01/2026	X
21st Revised Rate No. 18	Fuel and Purchased Power Cost Adjustment Clause (FPPCAC)	20th Revised Rate No. 18	05/01/2026	X
13th Revised Rate No. 19	Seasonal Agriculture Processing Service Rate	12th Revised Rate No. 19	05/01/2026	X

Advice Notice No. 317

Signature/Title /s/ James Schichtl
James Schichtl
Vice President – Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

ADVICE NOTICE NO. 317

12th Revised Rate No. 21	Supplementary Power Service for Cogeneration and Small Power Production Facilities	11th Revised Rate No. 21	05/01/2026	X
13th Revised Rate No. 22	Backup Power Service for Cogeneration and Small Power Production Facilities	12th Revised Rate No. 22	05/01/2026	X
13th Revised Rate No. 23	Maintenance Power Service for Cogeneration and Small Power Production Facilities	12th Revised Rate No. 23	05/01/2026	X
13th Revised Rate No. 24	Curtailable Power Service for Cogeneration and Small Power Production Facilities	12th Revised Rate No. 24	05/01/2026	X
11th Revised Rate No. 25	Outdoor Recreational Lighting Service Rate	10th Revised Rate No. 25	05/01/2026	X
10th Revised Rate No. 26	State University Service Rate	9th Revised Rate No. 26	05/01/2026	X
8th Revised Rate No. 29	Noticed Interruptible Service Rate for Large Power Service	7th Revised Rate No. 29	05/01/2026	X
8th Revised Rate No. 30	Load Retention Rate	7th Revised Rate No. 30	05/01/2026	X
2nd Revised Rate No. 39	Economic Development Rate	1st Revised Rate No. 39	05/01/2026	X
	Federal Tax Credit Factor (FTCF)	Original Rate No. 41	05/01/2026	X
2nd Revised Rate No. 42	Experimental Electric Vehicle Charging Rate (EEVC)	1st Revised Rate No. 42	05/01/2026	X
Original Rate No. 50	High Load Factor Power Service Rate	N/A	05/01/2026	X
Original Rate No. 51	Large Load Power Service Rate	N/A	05/01/2026	X
Original Rate No. 52	Peak Time Rebate Pilot	N/A	05/01/2026	X

Advice Notice No. 317

Signature/Title /s/ James Schichtl
James Schichtl
Vice President – Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

ADVICE NOTICE NO. 317

RULES

Rule Number	Title of Rule	Cancelling Rule Number	Date Effective	
7th Revised Rule No. 8	Line Extension Policies and Construction Charges	6th Revised Rule No. 8	05/01/2026	X
3rd Revision Rule No. 13	Increase or Decrease of Connected Load	2nd Revised Rule No. 13	05/01/2026	X

FORMS

Form Number	Title of Form	Cancelling Rule Number	Date Effective	
2nd Revision Form No. 42	Advanced Metering System Opt-Out Acknowledgment Forms	1st Revised Form No. 42	05/01/2026	X

Advice Notice No. __317__

Signature/Title __/s/ James Schichtl__
James Schichtl
Vice President – Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

REVISED TABLE OF CONTENTS

RATE SCHEDULES

Advice Notice No.________317________

Signature/Title ***/s/ James Schichtl***
James Schichtl
Vice President – Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

REVISED TABLE OF CONTENTS

RATE SCHEDULES

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

REVISED TABLE OF CONTENTS

RATE SCHEDULES

Advice Notice No. 317

Signature/Title ***/s/ James Schichtl***
James Schichtl
Vice President – Customer and Regulatory Solutions

APPLICABILITY

This rate schedule is available for electric service used in single family residences or individually metered apartments for primarily domestic or home use, and other non-commercial uses located on the same property and used in connection with the main residence.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will normally be 120/240 volt, single phase, supplied at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

Single phase or three phase motor operation is permitted under this service when the size of the individual motor does not exceed 10 horse power (HP). Single or three phase motors shall not exceed 10 HP of capacity without the written approval of the Company.

MONTHLY RATES

PHASE 1 (Expires September 30, 2027)

STANDARD SERVICE RATE

Customer Charge (per meter per month)	$14.36

Energy Charge Per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
Tier 1: 0 - 600 kWh	$0.09649	----------
Tier 2: All Other kWh	$0.14469	----------
All kWh	----------	$0.07273

TIME OF DAY (TOD) RATE

Customer Charge (per meter per month):	$14.36

Energy Charge Per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
On-Peak Period	$0.25799	----------
Off-Peak Period	$0.08915	$0.07273

<u>PHASE 2 (Effective October 1, 2027)</u>

<u>STANDARD SERVICE RATE</u>

Customer Charge (per meter per month)	$18.89

Energy Charge Per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
Tier 1: 0 - 600 kWh	$0.13045	----------
Tier 2: All Other kWh	$0.18118	----------
All kWh	----------	$0.09793

<u>TIME OF DAY (TOD) RATE</u>

Customer Charge (per meter per month):	$18.89

Energy Charge Per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
On-Peak Period	$0.29318	----------
Off-Peak Period	$0.12434	$0.09793

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

The Customer that elects to take service under the Time-Of-Day (TOD) Rate, must do so for a minimum of twelve (12) months. For all customers that enroll, if, at the conclusion of that initial twelve (12) month period of service under the TOD Rate, the total billings for the 12-month period exceed billings for the same period under the Standard Service Rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the Standard Service Rate.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge, Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

LOW INCOME RIDER

Upon qualification under the below defined Low Income Rider (LIR) criteria, the Customer Charge will not be applicable to the Residential Customer’s monthly billing. All other provisions of this rate schedule remain unchanged.

1. The LIR is available to qualified residential customers identified by the New Mexico Human Services Department New Mexico Health Care Authority (HCA) client database as authorized to receive Supplemental Nutrition Assistance Program (SNAP) benefits for a period of time pursuant to the eligibility and assistance requirements of the SNAP or are eligible for the Low-Income Home Energy Assistance Program (LIHEAP).

2. On a monthly basis, the Company will compare the names and addresses in its New Mexico residential customer database with those in the HCA client database. The HCA client must be the Company customer of record or an authorized individual on the account. All matching customers will be certified to receive the LIR through the time period in which they are authorized for SNAP or LIHEAP assistance, or for twelve (12) months, whichever is less. However, a Customer's eligibility for the LIR will terminate if the Customer is removed from

the HCA database when HCA annually purges its client database and removes the client, or if the Customer changes his or her service address and the address no longer matches the HCA database. The Company may extend the LIR to a Customer when the Customer's SNAP or LIHEAP assistance is re-authorized or extended by HCA for an additional period of time.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

WHOLE HOUSE ELECTRIC VEHICLE (WHEV) RATE RIDER INCENTIVE CREDIT

INCENTIVE CREDIT: $0.04740 / kWh

SUPER OFF-PEAK HOURS: 12:00 am to 8:00 am, Monday – Sunday, Year Round

PROGRAM DESCRIPTION: Energy usage during the hours listed above, but not exceeding the total energy usage billed, will be multiplied by the Incentive Credit rate to calculate the incentive credit presented on the monthly bill. Energy usage for all hours will be charged at the applicable Rate No. 01 rate.

RATE QUALIFICATIONS: Customers must have a qualifying plug-in electric vehicle that is registered with the New Mexico Motor Vehicle Division using the same service address as the EPE residential account. Qualifying accounts must provide proof of EV registration.

LIMITATION: The incentive credit shall not cause the customer bill to fall below the Monthly Minimum Charge Provision applicable on this rate, excluding Purchase Power and Fuel (FPPCAC).

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

This rate schedule is available under the following conditions:

1. When it is evident, either visually or electrically, that activity of a business or professional character is being conducted in the residence, service will be supplied on the appropriate non-residential rate schedule; however, the portion used as living quarters may be wired and metered separately and served on this rate schedule.

2. For separately metered living quarters recognized as single-family living quarters for domestic home use.

3. Single-phase and three-phase motors shall not exceed 10 (HP) of capacity without prior written approval of the Company. The use of all single or three-phase motors over 5 HP must be approved by the Company concerning the motor's lock rotor amperes.

4. If three-phase service is supplied, motor size and other loads will be subject to Company approval. Three-phase service is only available from lines existing at the location or if the Company determines it is economically feasible to bring service to the location.

5. Wiring may be extended from the residence circuit to private garages, barns and similar structures and/or wells which are located on the same property as the residence and used exclusively for domestic purposes in connection with the residence.

6. For residences where rooms are rented or meals are served to boarders if this is incidental to the maintenance of a private residence.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

APPLICABILITY

This rate schedule is available to all Customers for lighting, power, and heating service and where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Service under this rate schedule shall be limited to Customers who otherwise do not qualify for service under the Company's other rate schedules and whose Maximum Demand for any two (2) consecutive months during the current month and previous eleven (11) month period did not exceed 50 kilowatts (kW).

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or measuring device, of each kind needed.

MONTHLY RATES

STANDARD SERVICE RATE (Maximum Demand equal to or greater than 15 kW in all months)

Customer Charge (per meter per month)	$16.90

Demand and Energy Charges	**Summer** (June through September)	**Non-Summer** (October through May)
Demand Charge per Billing kW	$19.58	$11.61
Energy Charge per kWh	$0.04960	$0.02416

STANDARD TIME OF DAY (TOD) RATE (Maximum Demand equal to or greater than 15 kW in all months)

Customer Charge (per meter per month)	$16.90

Demand and Energy Charges	Summer (June through September)	Non-Summer (October through May)
Demand Charge per Billing kW	$19.58	$11.61
Energy Charge per kWh		
On-Peak Period	$0.16766	----------
Off-Peak Period	$0.02416	$0.02416

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

ALTERNATIVE SERVICE RATE (Maximum demand below 15 kW in all months)

Customer Charge (per meter per month)	$16.90

Energy Charge Per kWh	Summer (June through September)	Non-Summer (October through May)
All kWh	$0.13097	$0.07507

If a Customer on the Alternative Service Rate meets or exceeds 7,000 kWh or 15 kW during any billing month, the Customer will be transferred to and remain in the Standard Service Rate, starting with the following billing month, and shall not be eligible for service under the Alternative Service Rate for a period of twelve (12) consecutive months thereafter.

ALTERNATIVE TIME OF DAY (TOD) RATE (Maximum Demand below 15 kW in all months)

Customer Charge (per meter per month)	$16.90

Energy Charge Per kWh	Summer (June through September)	Non-Summer (October through May)
On-Peak Period	$0.26052	----------
Off-Peak Period	$0.10552	$0.07507

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

If a Customer on the Alternative TOD Rate meets or exceeds 7,000 kWh or 15 kW during any billing month, the Customer will be transferred to and remain in the Standard TOD Rate, starting with the following billing month, and shall not be eligible for service under the Alternative TOD Rate for a period of twelve (12) consecutive months thereafter.

The Customer that elects to take service under a TOD rate, must do so for a minimum of twelve (12) consecutive months. For all customers that enroll, if, at the conclusion of that initial twelve (12) month period of service under the TOD rate, the total billings for the 12-month period exceed billings for the same period under the corresponding non-TOD rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the corresponding non-TOD rate.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge (if applicable), Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load.

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand; or
(b) the demand ratchet of 60% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 15 kW.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (b) above.

EXPERIMENTAL OFF-PEAK DEMAND RATE

This off-peak demand rate is available to all Customers for lighting, power, and heating service pursuant to the provisions of the Company's Small General Service Rate currently in effect and otherwise applicable to the Customer, but limited to those Customers whose average load factor, during the current month and previous eleven (11) month period, did not exceed thirty percent. This off-peak demand rate is not available for standby, temporary, resale, or interruptible service. Participation may be limited by the Company at its own discretion during this experimental phase or suspended indefinitely after evaluating the revenue impact of the off-peak demand rate and providing no less than thirty (30) day notification to participants before such suspension becomes effective.

Service under this off-peak demand rate will be available by calendar year beginning on January 1 of each year. A Customer requesting service under this off-peak demand rate must provide a signed agreement for service to EPE prior to January 1 of the initial year of taking service under the agreement. After the initial calendar year, the agreement will automatically renew for the subsequent calendar year unless the Customer provides written notice to the Company of their cancellation of service under this off-peak demand rate on or before December 1 prior to the renewal year. A Customer taking service under this off-peak demand rate whose average load factor during the current month and previous eleven (11) month period is greater than 30 percent for two (2) consecutive months shall be declared ineligible for this off-peak demand rate and will be billed for the current month and thereafter under the retail rate schedule currently in effect and otherwise applicable to the Customer. The Customer shall again qualify for service under this off-peak demand rate in the first month after its average load factor during the current month and previous eleven (11) month period remains below 30 percent.

The Company, at its option, may request payment for any special metering installation costs required for the Customer to take service under this off-peak demand rate.

MONTHLY RATES EXPERIMENTAL OFF-PEAK DEMAND RATE

Customer Charge (per meter per month)	$16.90

Demand and Energy Charges	**Summer** (June through September)	**Non-Summer** (October through May)

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

Demand Charge per Billing kW		
On-Peak Period	$13.53	----------
Off-Peak Period	$7.79	11.61
Energy Charge per kWh		
On-Peak Period	$0.23648	----------
Off-Peak Period	$0.02416	$0.02416

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

Determination of Billing Demand – Experimental Off-Peak Demand Rate

The Demand Charge will be the sum of the on-peak billing demand times the applicable rate plus the off-peak billing demand times the applicable rate.

Maximum demand will be defined as the highest thirty (30) minute average kW load determined by measurement.

The Off-Peak Period billing demand will be the highest of:

(a) the Maximum Demand during the Off-Peak Period; or
(b) the demand ratchet of 60% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 15 kW.

The On-Peak Period billing demand will be the Maximum Demand during the On-Peak Period hours.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying the tariffed demand ratchet.

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of the other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

WHOLE SERVICE ELECTRIC VEHICLE (WSEV) RATE RIDER INCENTIVE CREDIT

STANDARD SERVICE INCENTIVE CREDIT: $0.00267 / kWh

ALTERNATIVE SERVICE INCENTIVE CREDIT: $0.05875 / kWh

SUPER OFF-PEAK HOURS: 12:00 am to 8:00 am, Monday – Sunday, Year Round

PROGRAM DESCRIPTION: Energy usage during the hours listed above, but not exceeding the total energy usage billed, will be multiplied by the Incentive Credit rate to calculate the incentive credit presented on the monthly bill. Energy usage for all hours will be charged at the applicable Rate No. 03 rate.

RATE QUALIFICATIONS: Customers must have a qualifying plug-in electric vehicle that is registered with the New Mexico Motor Vehicle Division using the same service address as the EPE residential or commercial account.

LIMITATION: The incentive credit shall not cause the customer bill to fall below the Monthly Minimum Charge Provision applicable on this rate, excluding Purchase Power and Fuel (FPPCAC).

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The Company at its option shall install metering equipment to measure the customer's Maximum Demand for purposes of determining the applicable rate schedule.

The Customer and the Company will determine whether a new Customer qualifies for this rate schedule.

If the Customer's Maximum Demand exceeds 50 kW in the current month and previous month, the Customer shall no longer be eligible for service under this rate schedule and shall be placed on Rate No. 04 – General Service or Rate No. 09 – Large Power Service, as applicable, for a minimum of twelve (12) consecutive months, starting with the following billing month. After a minimum of twelve (12) months on the applicable rate schedule, a determination will be made by the Company for the Customer's applicable rate schedule.

Any new Customer that has not established a prior service history with the Company shall be classified under the appropriate rate schedule in accordance with a Maximum Demand estimate performed by the Company.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

Advice Notice No. **317**

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

APPLICABILITY

This rate schedule is available to all Customers for lighting, power, and heating service and where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Service under this rate schedule shall be limited to Customers who otherwise do not qualify for service under the Company's other rate schedules and whose Maximum Demand for any two (2) consecutive months during the current month and previous eleven (11) month period was (i) not less than 50 kilowatts (kW) and (ii) did not exceed 799 kW.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or measuring device, of each kind needed.

MONTHLY RATES

STANDARD SERVICE RATE

Customer Charge (per meter per month)	$104.64

Secondary Voltage	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$25.48	$12.69
Energy Charge per kWh	$0.04283	$0.0211

Primary Voltage	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$23.33	$10.54
Energy Charge per kWh	$0.04283	$0.02011

Transmission Voltage	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$20.52	$7.73
Energy Charge per kWh	$0.04283	$0.02011

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months.

TIME-OF-DAY (TOD) RATE

Customer Charge (per meter per month)	$104.64

Secondary Voltage	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$25.48	$12.69
Energy Charge per kWh		
On-Peak Period	$0.17764	-------
Off-Peak Period	$0.01977	$0.02011

Primary Voltage	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$23.33	$10.54
Energy Charge per kWh		
On-Peak Period	$0.18134	-------
Off-Peak Period	$0.02334	$0.02011

Transmission Voltage	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$20.52	$7.73
Energy Charge per kWh		
On-Peak	$0.16826	--------
Off-Peak	$0.02334	$0.02011

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

The Customer that elects or that is required to take service under the TOD Rate, must do so for a minimum of twelve (12) consecutive months. For all customers that elect the TOD Rate, if, at the conclusion of that initial twelve (12) month period of service under the TOD Rate, the total billings for the 12-month period exceed billings for the same period under the Standard Service Rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the Standard Service Rate.

RESERVED DISTRIBUTION CAPACITY SERVICE CHARGE

A Reserved Distribution Capacity Service Charge will be billed to the Customer during the months that reservation of distribution system capacity is utilized by the Customer. The Contract Capacity for the purpose of this charge shall be the amount of distribution system capacity, expressed in kilowatts (kW), that the Customer requests the Company to reserve.

Reserved Distribution Capacity Service Charge	Primary Voltage
Per kW of Contract Capacity	See Applicable Demand Charge Above

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge and Reserved Distribution Capacity Service Charge, Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load.

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand, adjusted by the Meter Voltage Adjustment, if applicable; or
(b) the demand ratchet of 65% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 50 kW.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (b) above. This Determination of Billing Demand is not applicable to customers eligible under the Demand Adjustment Rider of this rate schedule.

DEMAND ADJUSTMENT RIDER

This rider is available to qualifying separately metered Transportation Electrification (TE) Public Charging sites and is an adjustment to the billing demand. In the event the Maximum Demand for the billing period results in a load factor (LF) less than a 15%, based on the same billing period's energy consumption (kWh), the billing demand (kW) for the billing period will be calculated as follows:

BD = kWh / (LF * 24 * Days)
Where,
BD = Billing Demand
kWh = Monthly energy consumption
LF = 15%
24 = Hours in a day
Days = Days in billing period

If the Maximum Demand for the billing month results in a LF equal to or greater than 15%, based on the same billing month's energy consumption (kWh), the billing demand (kW) will be calculated pursuant to the Determination of Billing Demand.

EXPERIMENTAL OFF-PEAK DEMAND RATE

This off-peak demand rate is available to all secondary voltage Customers for lighting, power, and heating service pursuant to the provisions of the Company's General Service Rate currently in effect and otherwise applicable to the Customer, but limited to those Customers whose average load factor, during the current month and previous eleven (11) month period, did not exceed thirty percent. This off-peak demand rate is not available for standby, temporary, resale, or interruptible service. Participation may be limited by the Company at its own discretion during this experimental phase or suspended indefinitely after evaluating the revenue impact of the off-peak demand rate and providing no less than thirty (30) day notification to participants before such suspension becomes effective.

Service under this off-peak demand rate will be available by calendar year beginning on January 1 of each year. A Customer requesting service under this off-peak demand rate must provide a signed agreement for service to EPE prior to January 1 of the initial year of taking service under the agreement. After the initial calendar year, the agreement will automatically renew for the subsequent calendar year unless the Customer provides written notice to the Company of their cancellation of service under this off-peak demand rate on or before December 1 prior to the renewal year. A Customer taking service under this off-peak demand rate whose average load factor during the current month and previous eleven (11) month period is greater than 30 percent for two (2) consecutive months shall be declared ineligible for this off-peak demand rate and will be billed for the current month and thereafter under the retail rate schedule currently in effect and otherwise applicable to the Customer. The Customer shall again qualify for service under this off-peak demand rate in the first month after its average load factor during the current month and previous eleven (11) month period remains below 30 percent.

The Company, at its option, may request payment for any special metering installation costs required for the Customer to take service under this off-peak demand rate.

MONTHLY RATES EXPERIMENTAL OFF-PEAK DEMAND RATE

Customer Charge (per meter per month)	$104.64

Demand and Energy Charges	**Summer** (June through September)	**Non-Summer** (October through May)
Demand Charge per Billing kW		
On-Peak Period	$17.56	----------
Off-Peak Period	$11.82	12.69
Energy Charge per kWh		
On-Peak Period	$0.23209	----------
Off-Peak Period	$0.01977	$0.02011

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

Determination of Billing Demand – Experimental Off-Peak Demand Rate

The Demand Charge will be the sum of the on-peak billing demand times the applicable rate plus the off-peak billing demand times the applicable rate.

Maximum demand will be defined as the highest thirty (30) minute average kW load determined by measurement.

The Off-Peak Period billing demand will be the highest of

(a) the Maximum Demand during the Off-Peak Period; or
(b) the demand ratchet of 60% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 15 kW.

The On-Peak Period billing demand will be the Maximum Demand during the On-Peak Period hours.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying the tariffed demand ratchet.

EXPERIMENTAL TOD DEMAND RATE

This TOD demand rate is available to all secondary voltage Customers for lighting, power, and heating service pursuant to the provisions of the Company's General Service Rate currently in effect and otherwise applicable to the Customer. This TOD demand rate is not available for standby, temporary, resale, or interruptible service. Participation may be limited by the Company at its own discretion during this experimental phase or suspended indefinitely after evaluating the revenue impact of the off-peak demand rate and providing no less than thirty (30) day notification to participants before such suspension becomes effective.

Service under this TOD demand rate will be available by calendar year beginning on January 1 of each year. A Customer requesting service under this off-peak demand rate must provide a signed agreement for service to EPE prior to January 1 of the initial year of taking service under the agreement. After the initial calendar year, the agreement will automatically renew for the subsequent calendar year unless the Customer provides written notice to the Company of their cancellation of service under this off-peak demand rate on or before December 1 prior to the renewal year.

The Company, at its option, may request payment for any special metering installation costs required for the Customer to take service under this TOD demand rate.

Customer Charge (per meter per month)	$104.64

Secondary Voltage	Summer (June through September)	Non-Summer (October through May)
Demand Charge per Billing kW		

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

On-Peak Period	$26.25	----------
Off-Peak Period	$20.51	12.69
Energy Charge per kWh		
On-Peak Period	$0.25920	----------
Off-Peak Period	$0.01977	$0.02011

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

Determination of Billing Demand – Experimental TOD Demand Rate

Maximum demand will be defined as the highest thirty (30) minute average kW load determined by measurement.

The billing demand will be the highest of:

(a) the Maximum Demand occurring in the On-Peak Period; or
(b) the Maximum Demand occurring in the Off-Peak Period; or
(c) the demand ratchet of 60% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(d) 15 kW.

The billing demands under (c) and (d), will be prorated based on number of hours in the On-Peak Period and in the Off-Peak Period during the billing month.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying the tariffed demand ratchet.

POWER FACTOR ADJUSTMENT

For Maximum Demands of 250 kW and above, if the power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

METER VOLTAGE ADJUSTMENT

If electric service is delivered on the high voltage side of a Customer-supplied transformer and is metered on the low voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand multiplied by 1.014
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

If electric service is delivered on the low voltage side of a Company-owned transformer and is metered on the high voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand divided by 1.014
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

WHOLE SERVICE ELECTRIC VEHICLE (WSEV) RATE RIDER INCENTIVE CREDIT

STANDARD SERVICE INCENTIVE CREDIT: $0.00176 / kWh

SUPER OFF-PEAK HOURS: 12:00 am to 8:00 am, Monday – Sunday, Year Round

PROGRAM DESCRIPTION: Energy usage during the hours listed above, but not exceeding the total energy usage billed, will be multiplied by the Incentive Credit rate to calculate the incentive credit presented on the monthly bill. Energy usage for all hours will be charged at the applicable Rate No. 04 rate.

RATE QUALIFICATIONS: Customers must have a qualifying plug-in electric vehicle that is registered with the New Mexico Motor Vehicle Division using the same service address as the EPE residential or commercial account.

LIMITATION: The incentive credit shall not cause the customer bill to fall below the Monthly Minimum Charge Provision applicable on this rate, excluding Purchase Power and Fuel (FPPCAC).

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The Customer and the Company will determine whether a new Customer qualifies under this rate schedule.

If the Customer's Maximum Demand exceeds 799 kW in the current month and previous month, the Customer shall no longer be eligible for service under this rate schedule and shall be placed on Rate No. 09 – Large Power Service starting with the following billing month. After a minimum of twelve (12) months on Rate No. 09 – Large Power Service , a determination will be made by the Company for the Customer's applicable rate schedule.

If the Customer's Maximum Demand falls below 50 kW in the current month and previous month, the Customer shall no longer be eligible for service under this rate schedule and shall be placed on Rate No. 03 – Small General Service Rate starting with the following billing month. After a minimum of twelve (12) months on Rate No. 03 – Small General Service Rate, should the Customer's Maximum Demand exceed 50 kW in any two (2) consecutive months thereafter, the Customer shall be returned to Rate No. 04 – General Service.

Any new Customer that has not established a prior service history with the Company shall be classified under the appropriate rate schedule in accordance with a demand estimate performed by the Company.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

THERMAL ENERGY STORAGE (TES) RIDER

This rider is available to Customers with separately metered TES Systems whose Maximum Demand does not exceed the Maximum Demand of the building after completion of the necessary contract arrangements and installation of the necessary metering equipment. The billing demand for this separately metered load will be the Maximum Demand established during the On-Peak Period.

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, June through September. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

No other options or riders are applicable to consumption covered under this rider. Both separately metered TES systems and total building loads must be served under this rate.

The Company reserves the right to close this rider to additional customers if, in the Company's judgment, system load characteristics no longer warrant such a rider.

EL PASO ELECTRIC COMPANY

SEVENTEENTH REVISED RATE NO. 05
CANCELLING SIXTEENTH REVISED RATE NO. 05

IRRIGATION SERVICE RATE
X

APPLICABILITY

This rate schedule is available for service to irrigation water pumps dedicated solely for irrigation water pumping. Only irrigation water pump Maximum Demand of five (5) kW or larger will be served under this rate schedule.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or measuring device, of each kind needed.

MONTHLY RATES

PHASE 1 (Expires September 30, 2027)

STANDARD SERVICE RATE

The Standard Service Rate is closed to new service applications. New service applications and restarts of a prior terminated service under this rate schedule will be required to take service under the TOD Rate.

Customer Charge (per meter per month)	$18.41

Energy Charge per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
All kWh	$0.09323	$0.07842

TIME-OF-DAY (TOD) RATE

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

The TOD Rate will be required for all new service applications and restarts of a prior terminated service under this rate schedule. The TOD Rate is optional for existing customers with service under the Standard Service Rate.

Customer Charge (per meter per month)	$18.41

In the event an existing Customer terminates service prior to the end of the current twelve (12) month period since the initiation of service under the TOD Rate, the remaining portion of the unpaid monthly Customer Charges will be assessed and due with the final bill.

Energy Charges per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
On-Peak Period	$0.22622	-------
Off-Peak Period	$0.07182	$0.07842

PHASE 2 (Effective October 1, 2027)

STANDARD SERVICE RATE

The Standard Service Rate is closed to new service applications. New service applications and restarts of a prior terminated service under this rate schedule will be required to take service under the TOD Rate.

Customer Charge (per meter per month)	$18.41

Energy Charge per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
All kWh	$0.11742	$0.09962

TIME-OF-DAY (TOD) RATE

The TOD Rate will be required for all new service applications and restarts of a prior terminated service under this rate schedule. The TOD Rate is optional for existing customers with service under the Standard Service Rate.

Customer Charge (per meter per month)	$18.41

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

In the event an existing Customer terminates service prior to the end of the current twelve (12) month period since the initiation of service under the TOD Rate, the remaining portion of the unpaid monthly Customer Charges will be assessed and due with the final bill.

Energy Charges per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
On-Peak Period	$0.25040	-------
Off-Peak Period	$0.09600	$0.09962

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

The Customer that elects to take service under the TOD Rate, must do so for a minimum of twelve (12) months. For all customers that elect the TOD Rate, if, at the conclusion of that initial twelve (12) month period of consecutive service under the TOD Rate, the total billings for the 12-month period exceed billings for the same period under the Standard Service Rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the Standard Service Rate.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

Maximum Demand is defined as the highest measured thirty (30) minute average kilowatt (kW) load. The Company at its option shall install metering equipment to measure the Customer's Maximum Demand for purposes of determining the applicability of this rate schedule.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

CITY AND COUNTY SERVICE RATE

APPLICABILITY

This rate schedule is closed to all new service applications.

The rate schedule is limited to public schools, and to the municipal and county customer service points currently taking service under this rate schedule. No reconnections of existing service points, new customers, or new service points shall be allowed to take service under this rate schedule.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATES

STANDARD SERVICE RATE

Customer Charge (per month per Meter)	$17.51	X

Demand and Energy Charges	**Summer** (June through September)	**Non-Summer** (October through May)	
Demand Charge per Billing kW	$23.86	$14.61	X
Energy Charge per kWh	$0.05138	$0.02393	X

TIME OF DAY (TOD) RATE

Customer Charge (per meter per month)	$17.51	X

Demand and Energy Charges	**Summer** (June through September)	**Non-Summer** (October through May)	
Demand Charge	$23.86	$14.61	X
Energy Charge per kWh			

On-Peak Period	$0.20538	---------	X
Off-Peak Period	$0.02394	$0.02393	X

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

The Customer that elects to take service under the TOD Rate, must do so for a minimum of twelve (12) consecutive months. For all customers that elect the TOD Rate, if, at the conclusion of that initial twelve (12) month period of service under the TOD Rate, the total billings for the 12-month period exceed billings for the same period under the Standard Service Rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the Standard Service Rate.

X

RESERVED DISTRIBUTION CAPACITY SERVICE CHARGE X

X

A Reserved Distribution Capacity Service Charge will be billed to the Customer during the months X
that reservation of distribution system capacity is utilized by the Customer. The Contract Capacity X
for the purpose of this charge shall be the amount of distribution system capacity, expressed in X
kilowatts (kW), that the Customer requests the Company to reserve. X

X

Reserved Distribution Capacity Service Charge	Primary Voltage	
Per kW of Contract Capacity	See Applicable Demand Charge Above	X

X

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge and Reserved X
Distribution Capacity Service Charge, Other Non-Consumption Based Applicable Riders, and X
Tax Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load. X

The billing demand (in kW) will be the highest of:

Advice Notice No. 317

Signature/Title *\/s\/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

(a) the Maximum Demand; or
(b) the demand ratchet of 65 % of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (b) above.

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering X
provision will be applied by TOD period. X

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be X
applied by TOD period. X

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

WHOLE SERVICE ELECTRIC VEHICLE (WSEV) RATE RIDER INCENTIVE CREDIT

STANDARD SERVICE INCENTIVE CREDIT: $0.01266 / kWh

SUPER OFF-PEAK HOURS: 12:00 am to 8:00 am, Monday – Sunday, Year Round

PROGRAM DESCRIPTION: Energy usage during the hours listed above, but not exceeding the total energy usage billed, will be multiplied by the Incentive Credit rate to calculate the incentive X credit presented on the monthly bill. Energy usage for all hours will be charged at the applicable Rate No. 07 rate. X

RATE QUALIFICATIONS: Customers must have a qualifying plug-in electric vehicle that is registered with the New Mexico Motor Vehicle Division using the same service address as the EPE residential or commercial account. Qualifying accounts must provide proof of EV registration.

X

LIMITATION: The incentive credit shall not cause the customer bill to fall below the Monthly Minimum Charge Provision applicable on this rate, excluding Purchase Power and Fuel (FPPCAC).

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

THERMAL ENERGY STORAGE (TES) RIDER

This rider is available to Customers with existing, separately metered TES Systems whose Maximum Demand does not exceed the Maximum Demand of the building after completion of the necessary contract arrangements and installation of the necessary metering equipment. The billing demand for this separately metered load will be the Maximum Demand established during the On-Peak Period.

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, June through September. The Off-Peak period shall be all other hours not covered in the on-peak Period.

No other options or riders are applicable to consumption covered under this rider. Both separately metered TES systems and total building loads must be served under this rate schedule.

The Company reserves the right to close this rider to additional Customers if, in the Company's judgment, system load characteristics no longer warrant such a rider.

EL PASO ELECTRIC COMPANY

FOURTEENTH REVISED RATE NO. 08 X
CANCELLING THIRTEENTH REVISED RATE NO. 08 X

WATER, SEWAGE, STORM SEWAGE PUMPING
OR SEWAGE DISPOSAL RATE

APPLICABILITY

This rate schedule is limited for service to an incorporated village, town, county, municipality, and public authority, which provides for water pumping, sewage pumping, storm sewage pumping, or sewage disposal plant usage only.

X
X
X

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE:

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or measuring device, of each kind needed.

MONTHLY RATES

STANDARD SERVICE RATE

Customer Charge (per meter per month)	$22.84	X

Energy Charge per kWh	**Summer** (June through September)	**Non-Summer** (October through May)	
Secondary Voltage	$0.08228	$0.05197	X
Primary Voltage	$0.07759	$0.04728	X

TIME OF DAY (TOD) RATE

Customer Charge (per meter per month)	$22.84	X

Secondary Voltage	**Summer**	**Non-Summer**	
Energy Charge per kWh			
On-Peak Period	$0.23830	-------	X

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

Off-Peak Period	$0.06232	$0.05197	X

Primary Voltage	**Summer**	**Non-Summer**	
Energy Charge per kWh			
On-Peak	$0.23240	-------	X
Off-Peak	$0.05708	$0.04728	X

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

The Customer that elects to take service under the TOD Rate, must do so for a minimum of twelve (12) consecutive months. For all customers that elect the TOD Rate, if, at the conclusion of that initial twelve (12) month period of service under the TOD Rate, the total billings for the 12-month period exceed billings for the same period under the Standard Service Rate, the Company will credit the customer for the difference in billings and the Customer may opt to revert to the Standard Service Rate.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Other Non-Consumption Based Applicable Riders, and Tax Adjustment. X

METER VOLTAGE ADJUSTMENT

If electric service is delivered on the high voltage side of a Customer-supplied transformer and metered on the low voltage side of the transformer, the following meter adjustments shall be made:

Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

If electric service is delivered on the low voltage side of a Company-owned transformer but metered on the high voltage side of the transformer, the following meter adjustments shall be made:

Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering X
provision will be applied by TOD period. X

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be X
applied by TOD period. X

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations, on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The term of service under this rate schedule shall not be less than one (1) year.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

APPLICABILITY

This rate schedule is available to all Customers for lighting, power, and heating service and where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Service under this rate schedule shall be limited to Customers who otherwise do not qualify for service under the Company's other rate schedules and whose Maximum Demand for any two (2) consecutive months during the current month and previous eleven (11) month period was not less than 800 kilowatts (kW).

X
X
X
X

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATES

Customer Charge (per meter per month)	$1,480.68	X

Secondary Voltage	Summer	Non-Summer	
Demand Charge per Billing kW	$21.99	$16.22	X
Energy Charge per kWh			
On-Peak Period	$0.14541	-------	X
Off-Peak Period	$0.01134	$0.01134	X

Primary Voltage	Summer	Non-Summer	
Demand Charge per Billing kW	$20.30	$14.53	X
Energy Charge per kWh			
On-Peak Period	$0.14030	-------	X
Off-Peak Period	$0.01134	$0.01134	X

Transmission Voltage	Summer	Non-Summer	
Demand Charge per Billing kW	$17.75	$11.98	X
Energy Charge per kWh			
On-Peak Period	$0.11698	-------	X
Off-Peak Period	$0.01134	$0.01134	X

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

RESERVED DISTRIBUTION CAPACITY SERVICE CHARGE X

X

A Reserved Distribution Capacity Service Charge will be billed to the Customer during the months X
that reservation of distribution system capacity is utilized by the Customer. The Contract Capacity X
for the purpose of this charge shall be the amount of distribution system capacity, expressed in X
kilowatts (kW), that the Customer requests the Company to reserve. X

X

Reserved Distribution Capacity Service Charge	Primary Voltage	
Per kW of Contract Capacity	See Applicable Demand Charge Above	X

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge and Reserved X
Distribution Capacity Service Charge, Other Non-Consumption Based Applicable Riders, and Tax X
Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load. X

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand, adjusted by the Meter Voltage Adjustment, if applicable; or

(b) the demand ratchet of 65% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 800 kW.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (b) above. This Determination of Billing Demand is not applicable to customers eligible under the Demand Adjustment Rider of this rate schedule.

POWER FACTOR ADJUSTMENT

If the power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

DEMAND ADJUSTMENT RIDER

This rider is available to qualifying separately metered Transportation Electrification (TE) Public Charging sites and is an adjustment to the billing demand. In the event the Maximum Demand for the billing period results in a load factor (LF) less than a 15%, based on the same billing period's energy consumption (kWh), the billing demand (kW) for the billing period will be calculated as follows:

BD = kWh / (LF * 24 * Days)
Where,
BD = Billing Demand
kWh = Monthly energy consumption
LF = 15%
24 = Hours in a day
Days = Days in billing period

If the Maximum Demand for the billing month results in a LF equal to or greater than 15%, based on the same billing month's energy consumption (kWh), the billing demand (kW) will be calculated pursuant to the Determination of Billing Demand.

METER VOLTAGE ADJUSTMENT

If electric service is delivered on the high voltage side of a Customer-supplied transformer and is metered on the low voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand multiplied by 1.014 X
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

If electric service is delivered on the low voltage side of a Company-owned transformer and is metered on the high voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand divided by 1.014 X
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering X
provision will be applied by TOD period. X

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by X
TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied

or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

X
X
X

<u>TERMS OF PAYMENT</u>

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

<u>TERMS AND CONDITIONS</u>

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. Any contract provisions shall also apply to service under this rate schedule.

The Customer and the Company will determine whether a new Customer qualifies for this rate schedule.

If the Customer's Maximum Demand falls below 800 kW in the current month and previous month X
, the Customer shall no longer be eligible for service under this rate schedule and shall be placed X
on Rate No. 04 – General Service Rate or Rate No. 03 – Small General Service, as applicable,
starting with the following billing month. After a minimum of twelve (12) months on the applicable X
rate schedule, should the Customer's Maximum Demand exceed 799 kW in any two (2) X
consecutive months thereafter, the Customer shall be returned to Rate No. 09 – Large Power Service.

Any new Customer that has not established a prior service history with the Company shall be classified under the appropriate rate schedule in accordance with a demand estimate performed by the Company.

<u>PRORATION ADJUSTMENTS</u>

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

Advice Notice No. <u>317</u>

Signature/Title <u>*/s/ James Schichtl*</u>
James Schichtl
Vice President – Customer and Regulatory Solutions

THERMAL ENERGY STORAGE (TES) RIDER

This rider is available to Customers with separately metered TES Systems whose Maximum Demand does not exceed the Maximum Demand of the building after completion of the necessary contract arrangements and installation of the necessary metering equipment. The billing demand for this separately metered load will be the Maximum Demand established during the On-Peak Period.

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, June through September. The Off-Peak period shall be all other hours not covered in the On-Peak Period.

No other options or riders are applicable to consumption covered under this rider. Both separately metered TES and total building loads must be served under this rate schedule.

The Company reserves the right to close this rider to additional customers if, in the Company's judgment, system load characteristics no longer warrant such a rider.

EL PASO ELECTRIC COMPANY

SIXTEENTH REVISED RATE NO. 10
CANCELLING FIFTEENTH REVISED RATE NO. 10

MILITARY RESEARCH AND DEVELOPMENT POWER RATE
X

APPLICABILITY

This rate schedule is available only to military installations whose primary mission is research and development, and who contract for a minimum billing demand of 6,000 kilowatts (kW) for a period of not less than ten (10) years.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company. All service will be taken at a single point of delivery designated by the Company.

MONTHLY RATES

PHASE 1 (Expires September 30, 2027)

OPTION A: STANDARD SERVICE RATE

Customer Charge (per meter per month)	$3,205.35

Demand and Energy Charges	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$23.86	$10.78
Energy Charge per kWh		
On-Peak Period	$0.14061	-------
Off-Peak Period	$0.01103	$0.01103

OPTION B: ENHANCED SERVICE RATE (Partial Requirements Met With Company-Owned Renewable)

Customer Charge (per meter per month)	$2,331.77

Demand and Energy Charges	**Summer**	**Non-Summer**
Demand Charge per Billing kW	$18.31	$8.11
Energy Charge per kWh		
On-Peak Period	$0.09893	-------

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

Off-Peak Period	$0.00763	$0.00763

PHASE 2 (Effective October 1, 2027)

OPTION A: STANDARD SERVICE RATE

Customer Charge (per meter per month)	$3,205.35

Demand and Energy Charges	Summer	Non-Summer
Demand Charge per Billing kW	$23.86	$10.78
Energy Charge per kWh		
On-Peak Period	$0.14061	-------
Off-Peak Period	$0.01103	$0.01103

OPTION B: ENHANCED SERVICE RATE (Partial Requirements Met With Company-Owned Renewable)

Customer Charge (per meter per month)	$3,127.22

Demand and Energy Charges	Summer	Non-Summer
Demand Charge per Billing kW	$23.54	$11.51
Energy Charge per kWh		
On-Peak Period	$0.13267	-------
Off-Peak Period	$0.01023	$0.01023

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Meter Charge plus Demand Charge, and Other Non-Consumption Based Applicable Riders.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load. If service is taken at more than one point, Maximum Demand shall be determined conjunctively.

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand, adjusted by the Metering Adjustment provision, if applicable; or
(b) the demand ratchet of 65% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 6,000 kW.

TEMPORARY OFF-PEAK DEMAND

If the Customer requires off-peak demand above the current annual peak for the installation, and if,

(1) The increase in demand (defined as the amount the required demand exceeds the current annual demand peak) is coordinated with the Company, and
(2) The increase in demand is for a short term only (not to exceed ten (10) days in any one billing period), and
(3) The increase in demand does not exceed the Company's capabilities or require changes in the Company's service facilities, and
(4) The required increase in demand will fall outside of the Company's daily peak load period of 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, during the months of June through September, unless mutually agreeable otherwise, and
(5) The Company is given reasonable advance written notice of the required increase in demand, then

That portion of the increase in demand that does not exceed 25 percent of the previous annual demand peak shall be waived by the Company for billing purposes. However, any demand above 125 percent of the current annual demand peak shall be included in the bill for the appropriate billing period. In no case will the demand established by the short-term increase be used by the Company in applying the demand ratchet. As used herein, "annual demand peak" is the Maximum Demand established by the Customer over the past twelve (12) months, ending with the current month.

POWER FACTOR ADJUSTMENT

If the power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

METERING ADJUSTMENT

The Company may, at its option, meter the Customer's electrical usage on the low side of the substation transformer, in which case the metered quantities will be increased for each meter location as follows:

White Sands Missile Range	
Post Area	kW 1.001423 kWh 18608 + (metered kWh x 1.001423)
AMRAD	kW 1.000307 kWh 12253 + (metered kWh x 1.000307)
MAR	kW 1.000723 kWh 22448 + (metered kWh x 1.000723)
ALA-5	Primary Metering
Communications Support Facility	Primary Metering
EMRLD	kW 1.00008398 kWh 6059 + (metered kWh x 1.00008398)
Holloman	Adjusted as required for scheduled delivery WAPA energy and demand

PROTECTIVE EQUIPMENT

Customer shall provide, at the Customer’s expense, suitable relaying equipment and devices as specified by the Company so as to protect the Company's system and its service to other electric users from disturbance or faults that may occur on Customer's system and equipment.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The contract provisions shall also apply to service under this rate schedule.

The Customer and the Company will determine whether a new Customer qualifies for this rate schedule.

If the Customer’s Maximum Demand is below 6,000 kW during the current month and previous eleven (11) month period and the Customer’s load is expected to remain at that level of demand, the Customer shall no longer be eligible for service under this rate and shall be placed on Rate No. 09 – Large Power Service Rate or Rate No. 04 – General Service Rate, as applicable.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

EL PASO ELECTRIC COMPANY

FIFTEENTH REVISED RATE NO. 11
CANCELLING FOURTEENTH REVISED RATE NO. 11

STREET LIGHTING SERVICE RATE
X

APPLICABILITY

This rate schedule is available to any village, town, city, county, state governmental agency, or private subdivision for street lighting purposes only.

Incidental usage for auxiliary devices, including cameras, sensors, gunshot detection technology and other public safety equipment, is permitted under this rate schedule only for municipality street lighting accounts, providing the installations are approved by the Company in advance and will have only incidental usage. Costs for consumption for such additions are anticipated to be captured on metered service accounts. Costs for additions to non-metered accounts will be subject to update in a subsequent general rate case.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

MONTHLY RATES

Company-Owned

OVERHEAD WIRING SYSTEM ON WOOD POLES				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Single Fixture Monthly Lamp Charge
175W	MV*	7,000	195W	$ 14.97
250W	MV*	11,000	275W	$ 17.69
400W	MV*	20,000	450W	$ 24.76
150W	HPSV	14,400	193W	$ 15.12
250W	HPSV	23,200	313W	$ 19.55
400W	HPSV	45,000	485W	$ 26.74
31W – 50W	LED	14,400	31W – 50W	$ 10.50
51W – 100W	LED	23,200	51W – 100W	$ 13.18

OVERHEAD WIRING SYSTEM ON METAL POLES				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Single Fixture Monthly Lamp Charge
150W	HPSV	14,400	193W	$ 19.91
250W	HPSV	23,200	313W	$ 24.34
400W	HPSV	45,000	485W	$ 33.71

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President –Customer and Regulatory Solutions

31W – 50W	LED	14,400	31W – 50W	$ 13.83
51W – 100W	LED	23,200	51W – 100W	$ 16.51

UNDERGROUND WIRING SYSTEM ON METAL POLES				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Single Fixture Monthly Lamp Charge
150W	HPSV	14,400	193W	$ 25.10
250W	HPSV	23,200	313W	$ 29.53
400W	HPSV	45,000	485W	$ 35.86
31W – 50W	LED	14,400	31W – 50W	$ 18.33
51W – 100W	LED	23,200	51W – 100W	$ 21.01

UNDERGROUND WIRING SYSTEM ON WOOD POLES				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Single Fixture Monthly Lamp Charge
150W	HPSV	14,400	193W	$ 17.62
250W	HPSV	23,200	313W	$ 22.05
400W	HPSV	45,000	485W	$ 28.45
31W – 50W	LED	14,400	31W – 50W	$ 14.20
51W – 100W	LED	23,200	51W – 100W	$ 16.89

City-Owned

MUNICIPAL WIRING SYSTEM				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Single Fixture Monthly Lamp Charge
175W	MV*	7,000	195W	$ 3.61
400W	MV*	20,000	450W	$ 8.34
150W	HPSV	14,400	175W	$ 3.23
180W	HPSV	19,800	250W	$ 4.62
250W	HPSV	23,200	313W	$ 5.79
250W	HPSV	33,000	365W	$ 6.74
400W	HPSV	45,000	485W	$ 8.95

*Refer to the Mercury Vapor Closed to New Installations and Mercury Vapor Fixture Replacement Schedule sections of this rate schedule.

MONTHLY RATES

Street Lights- Light Emitting Diode ("LED")

NON-COMPANY -OWNED- COMPANY OPERATED & MAINTAINED- LIGHT EMITTING DIODE (LED) -WOOD

Wattage Ranges	Per Lamp Charge
1W - 20W LED (SECONDARY LIGHTING ONLY)	$12.25
21W - 30W LED (SECONDARY LIGHTING ONLY)	$12.76
31W - 40W LED (SECONDARY LIGHTING ONLY)	$13.09
41W - 50W LED (SECONDARY LIGHTING ONLY)	$13.43
51W - 60W LED (SECONDARY LIGHTING ONLY)	$13.83
61W - 70W LED (SECONDARY LIGHTING ONLY)	$14.16
71W - 80W LED (SECONDARY LIGHTING ONLY)	$15.48
81W - 90W LED (SECONDARY LIGHTING ONLY)	$15.82
91W - 100W LED (SECONDARY LIGHTING ONLY)	$16.89
101W - 110W LED (SECONDARY LIGHTING ONLY)	$17.22
111W - 130W LED (SECONDARY LIGHTING ONLY)	$18.76
131W - 150W LED (SECONDARY LIGHTING ONLY)	$19.43
151W - 170W LED (SECONDARY LIGHTING ONLY)	$20.10
171W - 190W LED (SECONDARY LIGHTING ONLY)	$20.40
191W - 210W LED (SECONDARY LIGHTING ONLY)	$21.06
211W - 230W LED (SECONDARY LIGHTING ONLY)	$21.73
231W - 250W LED (SECONDARY LIGHTING ONLY)	$22.78
251W - 270W LED (SECONDARY LIGHTING ONLY)	$23.44
271W - 300W LED (SECONDARY LIGHTING ONLY)	$24.27

NON-COMPANY -OWNED- COMPANY OPERATED & MAINTAINED- LIGHT EMITTING DIODE (LED) -METAL

Wattage Ranges	Per Lamp Charge
1W - 20W LED (SECONDARY LIGHTING ONLY)	$26.29
21W - 30W LED (SECONDARY LIGHTING ONLY)	$26.80
31W - 40W LED (SECONDARY LIGHTING ONLY)	$27.13

41W - 50W LED (SECONDARY LIGHTING ONLY)	$27.46
51W - 60W LED (SECONDARY LIGHTING ONLY)	$27.87
61W - 70W LED (SECONDARY LIGHTING ONLY)	$28.20
71W - 80W LED (SECONDARY LIGHTING ONLY)	$29.52
81W - 90W LED (SECONDARY LIGHTING ONLY)	$29.86
91W - 100W LED (SECONDARY LIGHTING ONLY)	$30.92
101W - 110W LED (SECONDARY LIGHTING ONLY)	$31.25
111W - 130W LED (SECONDARY LIGHTING ONLY)	$32.80
131W - 150W LED (SECONDARY LIGHTING ONLY)	$33.47
151W - 170W LED (SECONDARY LIGHTING ONLY)	$34.14
171W - 190W LED (SECONDARY LIGHTING ONLY)	$34.43
191W - 210W LED (SECONDARY LIGHTING ONLY)	$35.10
211W - 230W LED (SECONDARY LIGHTING ONLY)	$35.77
231W - 250W LED (SECONDARY LIGHTING ONLY)	$36.81
251W - 270W LED (SECONDARY LIGHTING ONLY)	$37.48
271W - 300W LED (SECONDARY LIGHTING ONLY)	$38.31

ENERGY ONLY LIGHT EMITTING DIODE (LED)		
Total LED Watt Range		Single Fixture Monthly Lamp Charge
Minimum Lamp Wattage	Maximum Lamp Wattage	
1W	20W	$ 0.17
21W	30W	$ 0.41
31W	40W	$ 0.58
41W	50W	$ 0.74
51W	60W	$ 0.91
61W	70W	$ 1.07
71W	80W	$ 1.24
81W	90W	$ 1.41
91W	100W	$ 1.57
101W	110W	$ 1.74
111W	130W	$ 1.98
131W	150W	$ 2.32
151W	170W	$ 2.65
171W	190W	$ 2.98
191W	210W	$ 3.31
211W	230W	$ 3.64
231W	250W	$ 3.97

251W	270W	$ 4.30
271W	300W	$ 4.71
301W	330W	$ 5.21
331W	360W	$ 5.71
361W	390W	$ 6.20
391W	420W	$ 6.70
421W	450W	$ 7.19
451W	480W	$ 7.69
481W	510W	$ 8.19
511W	540W	$ 8.68
541W	570W	$ 9.18

METERED INSTALLATIONS	
Monthly Customer Charge	$ 7.81
Energy Charge per kWh	$ 0.04642

MINIMUM CHARGE

The Monthly Minimum Charge is the Lamp Charge and Tax Adjustment.

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied

or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

SPECIAL CONDITIONS

The maximum mounting height of Company owned or Company maintained fixtures of less than 45,000 lumens shall not exceed 30 feet; the maximum mounting height of Company owned or Company maintained fixtures of 45,000 lumens shall not exceed 40 feet; and the maximum mounting height of fixtures of 60,000 lumens shall not exceed 50 feet. The charges listed are for standard fixtures. Charges for ornamental fixtures will be negotiated. Sizes shown are nominal lumen rating.

A. Installation and Ownership of Facilities:

Street lighting systems are installed, owned and maintained by the Company. The service to each location is not to exceed 150 feet. Only Company specified standard street lighting components are used in the installations. In areas with overhead electric distribution lines, street lights are installed on existing wood poles. Alternatively, the Company will install one additional pole for each street light. The Company will install street lighting standards which are served underground only on main thoroughfares that are paved and have curbs and gutters.

Street lighting facilities will be relocated for the benefit or convenience of a Customer only when written approval of the new location is received from proper county or municipal authority, and the Customer making the request bears all relocation costs. In franchised areas, the Company may contract with the city, town or village to operate and maintain street lighting installed and owned by the State. In some cases, the Company may contract with a county for Interstate Highway lighting only. In the absence of such a contract, electric service for state-owned street lighting systems shall be provided under the Company's standard practice for metered services and billed under the applicable rate schedule.

B. Operation and Maintenance:

Company-owned system: The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, periodic lamp replacement and fixture servicing.

It shall be the duty of the Customer to report to the Company the failure of any lamp to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to restore such lamp to service. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired (refer to the Mercury Vapor Replacement Schedule) and returned to regular operation within a reasonable period of time after notice of such failure to the Company.

C. Conversions:

Conversions of Mercury Vapor to High Pressure Sodium Vapor Street Lighting Service (refer to the Mercury Vapor Fixture Replacement Schedule):

Upon request by customer that Company-owned mercury vapor street lighting be converted to high pressure sodium street lighting, the following conditions will prevail:

1. The Customer will be advised by the Company that under such conversions where the lights have not reached their normal expected average service life (24 years) the Customer will be expected to pay the losses sustained by the Company due to the conversion, including current labor, engineering, transportation, supervision and fringe benefits for converting.

2. These charges will be a one-time lump sum charge to the Customer to be paid in advance and therefore will not be included in the rate structure for the new lights installed.

3. When conversions are performed and the Company-owned pole does not have to be replaced or moved, the monthly charge for the pole only is included in the total fixture cost per month. If poles have to be replaced or moved, new fixture costs will apply.

4. Mercury Vapor Closed To New Installations

   Mercury Vapor lamp categories are closed to new installations. Customers with existing fixtures which are non-repairable and must be replaced will have the option to convert their service to high pressure sodium vapor lamps or may cancel their service. However, a Customer request for conversion or replacement of existing, non-defective mercury vapor fixtures will be subject to all applicable costs of such conversion or replacement.

5. Mercury Vapor Fixture Replacement Schedule

For Company owned lights, when existing mercury vapor fixtures require replacement, the Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below.

OVERHEAD WIRING SYSTEM ON WOOD POLES

Existing Mercury Vapor Lighting			Sodium Vapor Replacement		
Lamp Wattage	Lamp Lumens	kWh	Lamp Wattage	Lamp Lumens	kWh
195W	7,000	70	175W	14,400	62
275W	11,000	98	175W	14,400	62
450W	20,000	160	250W	19,800	89

MUNICIPAL WIRING SYSTEM

Existing Mercury Vapor Lighting			Sodium Vapor Replacement		
Lamp Wattage	Lamp Lumens	kWh	Lamp Wattage	Lamp Lumens	kWh
195W	7,000	70	175W	14,400	62
450W	20,000	160	250W	19,800	89

At the time of the replacement, the Customer will be billed at the applicable rate schedule charge and associated kWh usage for the high pressure sodium vapor replacement lighting.

D. Services and Other Appurtenances

All lamps to be installed under the Company-owned rate schedule shall be installed by the Company on a block-to-block basis; provided, however, that in the event the Customer wants the Company to install a lamp or lamps, in an isolated area which cannot follow the block-to-block pattern, and such extension will involve a departure from such pattern, then and in such event the Customer shall be obligated to pay the Company the cost and expense coincident to the construction of the additional extension.

E. Termination

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days' notice and, coincident with such notice, payment of the Company's depreciated investment per fixture.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

APPLICABILITY

This rate schedule is available to all customers with overhead outdoor lighting service under the conditions specified herein.

Incidental usage for auxiliary devices, including cameras, sensors, gunshot detection technology and other public safety equipment, is permitted under this rate schedule only for municipality private area lighting accounts, providing the installations are approved by the Company in advance and will have only incidental usage. Costs for consumption for such additions are anticipated to be captured on metered service accounts. Costs for additions to non-metered accounts will be subject to update in a subsequent general rate case.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Available for outdoor, all-night lighting service contracted for by the Customer for overhead service, automatically controlled, Mercury Vapor (MV) or High Pressure Sodium Vapor (HPSV) or Light Emitting Diode (LED) or Metal Halide (MH) lamps.

MONTHLY RATES

PHASE 1 (Expires September 30, 2027)

OVERHEAD WIRING SYSTEM ON WOOD POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Per Lamp Charge New Pole	Monthly Per Lamp Charge Existing Pole
175W	MV *	7,000	195W	$ 19.62	$ 13.10
250W	MV *	11,000	275W	$ 24.08	$ 17.57
400W	MV *	20,000	460W	$ 34.32	$ 27.81
100W	HPSV	8,500	124W	$ 15.90	$ 9.38
250W	HPSV	23,200	313W	$ 26.80	$ 20.28
150W	HPSV	14,400	193W	$ 19.73	$ 13.22
400W	HPSV	45,000	485W	$ 36.47	$ 29.47

31W – 100W	LED	14,400	65W	$ 12.78	$ 10.48

* Refer to the Mercury Vapor Closed to New Installations and Mercury Vapor Fixture Replacement Schedule sections of this rate schedule.

FLOODLIGHT SERVICE WITH COMPANY SUPPLIED POLES

Lamp Only Wattage	Pole Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
100W	HPS FL 35 ft. Pole	8,500	137W	$ 17.37
250W	HPS FL 35 ft. Pole	23,200	330W	$ 27.98
400W	HPS FL 35 ft. Pole	50,000	490W	$ 36.59
1000W	HPS FL 40 ft. Pole	119,500	1103W	$ 72.46
1000W	HPS FL 50 ft. Pole	119,500	1103W	$ 75.57

FLOODLIGHT SERVICE WITHOUT COMPANY SUPPLIED POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
100W	HPS FL 35 ft. Pole	8,500	137W	$ 10.89
250W	HPS FL 35 ft. Pole	23,200	330W	$ 21.50
400W	HPS FL 35 ft. Pole	45,000	490W	$ 30.11
1000W	HPS FL	119,500	1103W	$ 65.49

LIGHT-EMITTING DIODE FLOODLIGHT ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
10W – 30W	LED		20W	$ 8.77
31W – 100W	LED	14,400	65W	$ 11.23
101W – 200W	LED	45,000	150W	$ 16.44
200W – 400W	LED	119,500	325W	$ 28.00

LIGHT-EMITTING DIODE FLOODLIGHT WITH NEW COMPANY-SUPPLIED WOOD POLE				
10W – 30W	LED 35 ft. Pole		20W	$ 11.03
31W – 100W	LED 35 ft. Pole	14,400	65W	$ 13.49
101W – 200W	LED 35 ft. Pole	45,000	150W	$ 18.70

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

200W – 400W	LED 35 ft. Pole	119,500	325W	$ 30.26
200W – 400W	LED 40 ft. Pole	119,500	325W	$ 30.75

FLOODLIGHT SERVICEMETAL HALIDE WITH POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
400W *	MH FL 35 ft. Pole	38,000	476W	$ 36.40
1000W	MH FL 40 ft. Pole	115,000	1100W	$ 72.06
1000W	MH FL 50 ft. Pole	115,000	1100W	$ 75.17

* The 400W-MH lamp is closed to new customers.

FLOODLIGHT SERVICE METAL HALIDE WITHOUT POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
400W *	MH FL	38,000	476W	$ 29.92
1000W	MH FL	115,000	1100W	$ 65.09

* The 400W-MH lamp is closed to new customers.

LIGHT-EMITTING DIODE FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT DIRECT EMBEDDED POLE FOR UG ONLY (BORDER LIGHTING ONLY)				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
250W-400W	LED	119,500	325W	$ 37.47
Dbl 250W-400W	LED	119,500	650W	$ 53.80

LIGHT-EMITTING DIODE FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT WOOD POLE FOR UG ONLY (BORDER LIGHTING ONLY)				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
250W-400W	LED	119,500	325W	$ 47.12
Dbl 250W-400W	LED	119,500	650W	$ 55.84

PHASE 2 (Effective October 1, 2027)

OVERHEAD WIRING SYSTEM ON WOOD POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Per Lamp Charge New Pole	Monthly Per Lamp Charge Existing Pole
175W	MV *	7,000	195W	$ 24.32	$ 17.25
250W	MV *	11,000	275W	$ 30.40	$ 23.33
400W	MV *	20,000	460W	$ 44.39	$ 37.32
100W	HPSV	8,500	124W	$ 19.18	$ 12.11
250W	HPSV	23,200	313W	$ 33.94	$ 26.87
150W	HPSV	14,400	193W	$ 24.41	$ 17.34
400W	HPSV	45,000	485W	$ 47.12	$ 39.52
31W – 100W	LED	14,400	65W	$ 14.88	$ 12.39

* Refer to the Mercury Vapor Closed to New Installations and Mercury Vapor Fixture Replacement Schedule sections of this rate schedule.

FLOODLIGHT SERVICE WITH COMPANY SUPPLIED POLES

Lamp Only Wattage	Pole Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
100W	HPS FL 35 ft. Pole	8,500	137W	$ 20.98
250W	HPS FL 35 ft. Pole	23,200	330W	$ 35.49
400W	HPS FL 35 ft. Pole	50,000	490W	$ 47.32
1000W	HPS FL 40 ft. Pole	119,500	1103W	$ 95.76
1000W	HPS FL 50 ft. Pole	119,500	1103W	$ 99.14

FLOODLIGHT SERVICE WITHOUT COMPANY SUPPLIED POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
100W	HPS FL 35 ft. Pole	8,500	137W	$ 13.95
250W	HPS FL 35 ft. Pole	23,200	330W	$ 28.45
400W	HPS FL 35 ft. Pole	45,000	490W	$ 40.29
1000W	HPS FL	119,500	1103W	$ 88.20

LIGHT-EMITTING DIODE FLOODLIGHT ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
10W – 30W	LED		20W	$ 9.83
31W – 100W	LED	14,400	65W	$ 13.20
101W – 200W	LED	45,000	150W	$ 20.17
200W – 400W	LED	119,500	325W	$ 35.44

LIGHT-EMITTING DIODE FLOODLIGHT WITH NEW COMPANY-SUPPLIED WOOD POLE				
10W – 30W	LED 35 ft. Pole		20W	$ 12.29
31W – 100W	LED 35 ft. Pole	14,400	65W	$ 15.66
101W – 200W	LED 35 ft. Pole	45,000	150W	$ 22.62
200W – 400W	LED 35 ft. Pole	119,500	325W	$ 37.89
200W – 400W	LED 40 ft. Pole	119,500	325W	$ 38.42

FLOODLIGHT SERVICEMETAL HALIDE WITH POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
400W *	MH FL 35 ft. Pole	38,000	476W	$ 46.90
1000W	MH FL 40 ft. Pole	115,000	1100W	$ 95.28
1000W	MH FL 50 ft. Pole	115,000	1100W	$ 98.66

* The 400W-MH lamp is closed to new customers.

FLOODLIGHT SERVICE METAL HALIDE WITHOUT POLES

Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
400W *	MH FL	38,000	476W	$ 39.86
1000W	MH FL	115,000	1100W	$ 87.71

* The 400W-MH lamp is closed to new customers.

LIGHT-EMITTING DIODE FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT DIRECT EMBEDDED POLE FOR UG ONLY (BORDER LIGHTING ONLY)				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

250W-400W	LED	119,500	325W	$ 45.71
Dbl 250W-400W	LED	119,500	650W	$ 53.80

LIGHT-EMITTING DIODE FLOODLIGHT WITH NEW COMPANY-SUPPLIED 35 FT WOOD POLE FOR UG ONLY (BORDER LIGHTING ONLY)				
Lamp Only Wattage	Lamp Type	Lamp Lumens	Lamp & Ballast Wattage	Monthly Lamp Charge
250W-400W	LED	119,500	325W	$ 47.12
Dbl 250W-400W	LED	119,500	650W	$ 70.70

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Lamp Charge, Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

FACILITIES PROVIDED

The Company will install the appropriate pole, luminaire or other lighting fixture, and necessary equipment and extend overhead secondary wiring up to 125 feet where necessary and the Company will own, operate and maintain the installation. Underground service for area lighting is available at a cost equal to the differential between supplied overhead facilities and the actual cost of underground facilities. Facilities necessary in addition to above will be paid for by the Customer. All facilities installed by the Company will remain the property of the Company. The Company has the option not to install poles and luminaries inaccessible to trucks.

MERCURY VAPOR CLOSED TO NEW INSTALLATIONS

Mercury Vapor lamp categories are closed to new installations. Customers with existing fixtures which are non-repairable and must be replaced will have the option to convert their service to high pressure sodium vapor lamps or may cancel their service. However, a Customer request for conversion or replacement of existing, non-defective mercury vapor fixtures will be subject to all applicable costs of such conversion or replacement.

MERCURY FIXTURE REPLACEMENT SCHEDULE

For Company owned lights, when existing mercury vapor fixtures require replacement, the Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below.

Existing Mercury Vapor Lighting			Sodium Vapor Replacement		
Lamp Wattage	Lamp Lumens	kWh	Lamp Wattage	Lamp Lumens	kWh
195W	7,000	70	124W	8,500	44
275W	11,000	98	124W	8,500	44
430W	20,000	153	313W	23,200	112

At the time of the replacement, the Customer will be billed at the applicable rate schedule charge and associated kWh usage for the high-pressure sodium vapor replacement lighting.

TERMS OF PAYMENT

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The initial term of contract for service under this rate schedule shall not be less than two (2) years. The Company reserves the right to remove all equipment furnished under this rate schedule and void the contract if, in the opinion of the Company, there is excessive breakage or vandalism of its facilities.

The Customer remains responsible for any balance remaining on any voided contract which will be applied to the Customer's bill.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule are subject to proration adjustments.

EL PASO ELECTRIC COMPANY

THIRTEENTH REVISED RATE NO. 15
CANCELLING TWELFTH REVISED RATE NO. 15

MISCELLANEOUS SERVICE CHARGES
X

APPLICABILITY

Service charges under this rate schedule are applicable to all Customers. The Company will charge for these services and/or functions in addition to those that are a normal utility service and provided for under the rate schedules of the Company.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

SERVICE CHARGES

Description of Charge	Standard	Opt-Out
New Service Start - No Field Activity Required	$ 4.75	$ 4.75
New Service Start - Field Activity Required	$ 3.50	$ 22.50
New Service Start - No Existing Meter (Standard Rate)	$ 56.75	$ 56.75
New Service Start - No Existing Meter (Non-Standard Rate)	$ 312.25	$ 312.25
Monthly Fee for Opt-Out Metering Service	N/A	$10.00
One-Time Fee for Opt-Out Service (Keep Existing Meter)	N/A	$26.00
One-Time Fee for Opt-Out Service (Digital Non-Communicating Meter before advanced meter installed)	N/A	$112.50
One-Time Fee for Opt-Out Service (Digital Non-Communicating Meter after advanced meter installed)	N/A	$145.50
Energy Diversion Charge	$ 349.00	$ 349.00
Energy Diversion With Damage Charge	$ 529.50 minimum	$ 529.50 minimum
Meter Seal Replacement Charge	$ 14.25	$ 14.25
No Access To Equipment Charge – Field Activity Required	$ 22.00	$ 22.00
No Access To Equipment Charge – Enhanced Field Activity Required	$ 41.00 minimum	$ 41.00 minimum
“No Light” Service Call Charge (Standard Rate)	$ 36.25	$ 36.25
“No Light” Service Call Charge (Non-Standard Rate)	$ 304.00	$ 304.00
Non-Pay Reconnect Charge @ Meter (up to 200 amps or single-phase)	$ 4.75	$ 22.50
Non-Pay Reconnect Charge @ Meter (up to 200 amps or three-phase)	$22.50	$22.50

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

Non-Pay Reconnect Charge @ Pole	$80.50	$80.50
Pulse Metering Equipment Installation	$ 280.25	$ 280.25
Pulse Metering Equipment Repair	$ 92.50	$ 92.50
Returned Payment Charge	$ 10.00	$ 10.00
Requested Meter Test Charge (Single Phase)	$ 81.75	$ 81.75
Requested Meter Test Charge (Three Phase)	$ 179.75	$ 179.75
Temporary Overhead Connection Charge	$ 207.00	$ 207.00
Temporary Underground Connection Charge	$ 207.00	$ 207.00
Unable to Connect Requested Service for Failed Inspection	$ 88.25	$ 88.25
Facilities Rental Charge (Monthly)	1.3548% of cost	1.3548% of cost
Special Bill Analysis Charge	$ 43.25 minimum	$ 43.25 minimum
Non-Routine Miscellaneous Charge	At cost	At cost
Out of Cycle Meter Reading Charge	$ 3.00	$ 23.00
Facility Plus Rental Charge (Monthly) *NEW*	1.2193%	1.2193%
Transmission Facilities Charge (Monthly) *NEW*	1.0946%	1.0946%
Customer Initiated Lighting Reconnect/Disconnect *NEW*	205.75	205.75
Customer Initiated Lighting Reconnect/Disconnect Additional Time *NEW*	139.75	139.75

MISCELLANEOUS CHARGE DESCRIPTIONS

NEW SERVICE START – NO FIELD ACTIVITY REQUIRED

The charge for a new service account setup or name change at a service location with an existing meter due to a change of responsible party, tenant or owner where no field activity, e.g., meter reading, is required.

NEW SERVICE START – FIELD ACTIVITY REQUIRED

The charge for a new service account setup or name change at a service location with an existing meter due to a change of responsible party, tenant or owner where the Company determines that a field activity, e.g., meter reading, is required or that the meter must be reconnected.

Advice Notice No. 317

Signature/Title *_/s/ James Schichtl_*
James Schichtl
Vice President – Customer and Regulatory Solutions

NEW SERVICE START – NO EXISTING METER (STANDARD RATE)

The charge for a new service account setup and service wires and a meter are installed for the first time to a new premise or point of service to initiate a new electric service account. The Standard Rate is charged when a Customer requests that the service installation be scheduled during normal Company work hours. Normal Company work hours shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on Saturday, excluding holidays.

NEW SERVICE START – NO EXISTING METER (NON-STANDARD RATE)

The charge for a new service account setup and service wires and meter are installed for the first time to a new premise or point of service to initiate a new electric service account. The Non-Standard Rate is charged when a Customer requests same-day connection, or outside of normal Company work hours. Normal Company work hours shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on Saturday, excluding holidays.

MONTHLY FEE FOR OPTING-OUT OF ADVANCED METERING SERVICE

The fee will be charged monthly to all customers who are opted out of advanced metering service pursuant to Form No. 42.

ONE-TIME FEE FOR OPTING-OUT OF ADVANCED METERING SERVICE (KEEP EXISTING METER)

The one-time fee will be charged to all customers who are opted out of advanced metering service pursuant to Form No. 42 and who keep their existing meter. Payment for this one-time fee must be received within 60 days of receiving a utility notice for this service.

ONE-TIME FEE FOR OPTING-OUT OF ADVANCED METERING SERVICE (DIGITAL NON-COMMUNICATING METER BEFORE ADVANCED METER INSTALLED)

The one-time fee will be charged to all customers who are opted out of advanced metering service pursuant to Form No. 42 and who request a new non-communicating metering device or whose current meter fails a safety and/or accuracy test and is replaced with a new non-communicating metering device. Payment for this one-time fee must be received within 60 days of receiving a utility notice for this service.

ONE-TIME FEE FOR OPTING-OUT OF ADVANCED METERING SERVICE (DIGITAL NON-COMMUNICATING METER AFTER ADVANCED METER INSTALLED)

The one-time fee will be charged to all customers who are opted out of advanced metering service pursuant to Form No. 42 after an advanced meter was installed and is replaced with a new non-communicating metering device.

ENERGY DIVERSION CHARGE

The charge for the detection and confirmation of any incidence of tampering or interference with a meter installation, or by other means that prevent the proper operation thereof. This includes theft of service by any person on the Customer's premises, or the evidence of such tampering, interfering, or theft of service (energy diversion). The Company will maintain evidence as required and a notice will be left at the Customer's premise when possible.

In addition, the Customer will pay the disconnect charge and the estimated cost of power and energy not recorded on the meter by reason of energy diversion at the applicable rate using the Company's best estimated data.

ENERGY DIVERSION WITH DAMAGE CHARGE

The minimum charge for the detection and confirmation of any incidence of tampering or interference with a meter installation, or by other means that prevent the proper operation thereof, resulting in damage to the Company's equipment which requires replacement. This includes theft of service by any person on the Customer's premises, or the evidence of such tampering, interfering, or theft of service (energy diversion). The Company will maintain evidence as required and a notice will be left at the Customer's premise when possible.

In addition, the Customer will pay the disconnect charge and the estimated cost of power and energy not recorded on the meter by reason of energy diversion at the applicable rate using the Company's best estimated data.

The Customer shall be responsible for any additional cost incurred by the Company.

METER SEAL REPLACEMENT CHARGE

The charge for the replacement of the Company's meter seal on the meter at the Customer's premises when the seal has been broken or removed.

NO ACCESS TO EQUIPMENT CHARGE – FIELD ACTIVITY

The charge for the Customer's failure to provide access to the Company's equipment, e.g., the meter, and Company service personnel must be sent back to the premise to access the Company's equipment, e.g., to obtain a physical meter reading.

NO ACCESS TO EQUIPMENT CHARGE – ENHANCED FIELD ACTIVITY

The minimum charge for the Customer's failure to provide access to the Company's equipment, e.g., the meter, and additional Company service personnel must be sent back to the premise access the Company's equipment, e.g., to obtain a physical meter reading.

The Customer shall be responsible for any additional cost incurred by the Company.

"NO LIGHT" SERVICE CALL CHARGE (STANDARD RATE)

The charge when a Customer calls the Company to report "No Lights" and requests Company service personnel be dispatched to the Customer premises and it is determined that the "No Light" condition was caused by a problem in the Customer-owned wiring or equipment on the Customer's side of the point of delivery. The Standard Rate is charged when a Customer requests that the "No Light" service call be scheduled during normal Company work hours. Normal Company work hours shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on Saturday, excluding holidays.

"NO LIGHT" SERVICE CALL CHARGE (NON-STANDARD RATE)

The charge when a Customer calls the Company to report "No Lights" and requests Company service personnel be dispatched to the Customer premises and it is determined that the "No Light" condition was caused by a problem in the Customer-owned wiring or equipment on the Customer's side of the point of delivery. The Non-Standard Rate is charged when a Customer requests that the "No Light" service call be scheduled outside of normal Company work hours. Normal Company work hours shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on Saturday, excluding holidays.

NON-PAY RECONNECT CHARGE @ METER

The charge when the Customer requests reconnection of electric service following a disconnection of service due to the non-payment of the Customer's bill. All reconnections will be scheduled for same day or next day, during normal Company work hours. Normal Company work hours shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on Saturday, excluding holidays.

NON-PAY RECONNECT CHARGE @ POLE

The charge for the reconnection of electric service when the Customer was disconnected at the pole or riser for non-payment of its bill and Company personnel were unable to gain access to the meter for disconnection due to a condition at the Customer's premise (i.e., locked gate, dog, blocked meter, fence, etc.). Reconnection will be made on a next-day or scheduled basis during normal Company work hours. Normal Company work hours shall be 7:00 a.m. to 8:00 p.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on Saturday, excluding holidays.

PULSE METERING EQUIPMENT INSTALLATION

The charge when the Customer requests that the Company install an isolation relay and output wiring to provide output electric pulses for the purpose of load management and energy conservation.

PULSE METERING EQUIPMENT REPAIR

The charge when the Customer requests that the Company repair pulse metering equipment due to a loss of pulse and it is determined that the cause is a problem in Customer-owned wiring or equipment on the Customer's side of the point of delivery.

RETURNED PAYMENT CHARGE

The charge for each payment made by check, bank draft, credit card, debit card, or other electronic means that is returned to the Company without payment.

REQUESTED METER TEST (SINGLE PHASE)

Upon request by a Customer, the Company will test the accuracy of the meter serving that Customer. If initially requested, the Customer or their representative may be present during the meter test. The

Company will provide reasonable advance notification of the date, time, and location of the test. A report of the test results will be made to the Customer within a reasonable time after completion of the test.

The charge will be made if the meter has been previously tested by the Company or by an authorized agency within a period of eighteen (18) months from the date of the requested test. The charge reflects the Company's cost to test the meter in accordance with 17.9.560.14 NMAC (Inspection and Tests). If the meter is found to be more than two percent (2%) in error pursuant to 17.9.560.14 NMAC, the charge will be refunded in accordance with 17.9.560.12 NMAC (Customer Relations).

REQUESTED METER TEST (THREE PHASE)

Upon request by a Customer, the Company will test the accuracy of the meter serving that Customer. If initially requested, the Customer or their representative may be present during the meter test. The Company will provide reasonable advance notification of the date, time, and location of the test. A report of the test results will be made to the Customer within a reasonable time after completion of the test.

The charge will be made if the meter has been previously tested by the Company or by an authorized agency within a period of eighteen (18) months from the date of the requested test. The charge reflects the Company's cost to test the meter and is made in accordance with 17.9.560.14 NMAC (Inspection and Tests). If any meter is found to be more than two percent (2%) in error pursuant to 17.9.560.14 NMAC, the charge will be refunded in accordance with 17.9.560.12 NMAC (Customer Relations).

TEMPORARY OVERHEAD CONNECTION CHARGE

The charge when a Customer requests temporary overhead service and single or three phase 120/240 volt service is ninety (90) feet or less from the Customer's point of delivery.

If the desired type of service is not single or three phase 120/240 volt service and/or is over ninety (90) feet from the Customer's point of delivery, temporary service will be provided only when the Customer pays the entire cost of installing and removing the necessary overhead facilities in advance to the Company.

TEMPORARY UNDERGROUND CONNECTION CHARGE

The charge when a Customer requests temporary underground service and single or three phase 120/240 volt service is available at the Customer's point of delivery.

If the desired type of service is not single or three phase 120/240 volt service and/or is not available at the Customer’s point of delivery, temporary service will be provided only when the Customer pays the entire cost of installing and removing the necessary facilities to provide the temporary service in advance to the Company.

UNABLE TO CONNECT REQUESTED SERVICE FOR FAILED INSPECTION

The charge when the Customer or Customer’s electrical contractor applies for service and the Company is unable to connect the service due to a failed inspection for failure to meet applicable codes.

FACILITIES RENTAL CHARGE

The charge calculated and assessed on the replacement cost of equipment or facilities owned and maintained by the Company (excluding substation facilities) when the Customer elects to rent the equipment or facilities from the Company rather than own them.

SPECIAL BILLING ANALYSIS CHARGE

The Company encourages Customers to access its online service that provides Customer usage and billing information free of charge through EPE’s web portal at www.epelectric.com. In the event the Customer would like the Company to perform this activity, this minimum charge will be assessed each time a Customer requests and the Company provides a manually prepared billing history or special billing analysis or rate comparison. The charge will equal the Company’s cost of fulfilling the request, including but not limited to labor, overheads, materials, and data processing expenses, or the minimum charge, whichever is greater.

NON-ROUTINE MISCELLANEOUS CHARGE

The charge is in addition to the costs for services performed by the Company at the request of the Customer and upon acceptance of the request by the Company and which are not covered by a specific rate schedule or service charge. The Customer will be charged the reasonable costs incurred in performing the requested service including but not limited to labor, materials, parts, special equipment, transportation, meter testing and related overhead costs.

OUT OF CYCLE METER READING CHARGE

The charge will be made when a Customer requests a re-read of their meter outside the Company's scheduled reading cycle for the Customer's meter, and the Company determines the out of cycle reading to be within acceptable parameters pursuant to.17.9.560.14 NMAC (Inspection and Tests).

FACILITY PLUS RENTAL CHARGE (MONTHLY) *NEW*

The charge calculated and assessed monthly on the replacement cost of equipment or facilities owned and maintained by the Company (including substation facilities) when the Customer elects to rent the equipment or facilities from the Company rather than own them.

TRANSMISSION FACILITIES CHARGE (MONTHLY) *NEW*

The charge calculated and assessed monthly to recover the cost of the Company's investment in infrastructure, operation and maintenance of infrastructure dedicated to serve an individual Customer. The expected connected load of the customer-dedicated infrastructure must exceed thirty (30) MW.

CUSTOMER INITIATED LIGHTING RECONNECT/DISCONNECT CHARGE *NEW*

The charge when the Customer requests reconnection of electric service following a disconnection of service at the request of the Customer. All reconnections will be scheduled for same day or next day, during normal Company work hours. The charge requires a two-hour work minimum.

CUSTOMER INITIATED LIGHTING RECONNECT/DISCONNECT ADDITIONAL TIME CHARGE *NEW*

The charge when the Customer requests reconnection of electric service following a disconnection of service at the request of the Customer. All reconnections will be scheduled for same day or next day, during normal Company work hours. The charge will be in addition to the Customer Initiated Lighting Reconnect/Disconnect charge for any request requiring additional work beyond the 2-hour minimum.

Advice Notice No. **317**

Signature/Title ***/s/ James Schichtl***
James Schichtl
Vice President – Customer and Regulatory Solutions

APPLICABILITY

This rate schedule is applicable to Qualifying Facilities who qualify as small power production and cogeneration facilities as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policy Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is "small" when it does not exceed 80 megawatts ("MW").

This rate schedule sets forth the energy rates for purchases made by the Company for the energy generated by the Qualifying Facility ("QF") pursuant to 17.9.570.11 NMAC. 17.9.568 NMAC shall control for Customer-owned QF of 100 kW or smaller, to the extent that the terms and conditions of this rate schedule are inconsistent with 17.9.568 NMAC.

DEFINITION – PURCHASED POWER

Purchased Power means the purchase of electric energy from a QF by El Paso Electric Company, ("Company" or "EPE").

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three-phase, at 60 Hertz, at the option of the Company and at a standard Company approved voltage. The harmonic content of the Customer's generation must not cause interference or equipment problems for the Company or other Company customers. The Company reserves the right to disconnect from its electrical system any Qualifying Facility that causes harmful or annoying voltage fluctuations. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATE

Energy Payments

The Energy Payment Rates, differentiated by service voltage, apply to all excess generated kilowatt hours (kWh) by customers taking retail service under the Company's retail rate schedules and will appear on the Customer's monthly bill as a line item calculated based on metered energy.

ENERGY PAYMENTS TO QF RATED AT 5 MW AND BELOW

The Purchase Power Energy Payment Rate for a QF rated at 5 MW and below shall be calculated as an average of the Western Energy Imbalance Market (EIM) EPE System ELAP prices times the Rate No.18 (Fuel and Purchased Power Cost Adjustment Clause) loss adjustments due to service at different voltage levels.

The energy payment rates shall be based on a thirty-day average of Western Energy Imbalance Market (EIM) EPE System ELAP prices ending 5 days prior to the start of each calendar month in which the payment will occur. For a QF rated at 5 MW and below that elects to contract for energy sales to the Company, EPE will use the QF's excess generated kWh in the billing month multiplied by the monthly calculated Purchase Power Energy Payment Rate.

ENERGY PURCHASE PAYMENTS TO QF RATED MORE THAN 5 MW

For a QF rated at more than 5 MW that elects to contract for energy sales to the Company, the Purchase Power Energy Payment Rate shall be based on hourly Western EIM EPE System ELAP prices times the Rate No.18 (Fuel and Purchased Power Cost Adjustment Clause) loss adjustments due to service at different voltage levels. EPE will use actual hourly QF production during the billing month multiplied by the hourly Western EIM EPE System ELAP price.

WESTERN EIM EPE SYSTEM ELAP PRICE REFERENCE

CAISO publishes public market information pursuant to the requirements detailed in the CAISO Tariff Section 6.5, CAISO Communications. Hourly RTM LAP Prices are published daily for the prior trade day at an hourly granularity and can be accessed through CAISO's OASIS web page (http://oasis.caiso.com/). To retrieve the report, navigate to the following tabs: Prices > Energy Prices > Hourly RTM Prices. Once the report page has loaded, El Paso LAP prices can be retrieved by selecting the 'ELAP_EPE-APND' from the available Node drop down and selecting the appropriate date from the Trade Date field.

METER OPTIONS

The QF contracting for energy payments may choose one of the following meter options for measurement of energy to be purchased by the Company:

1. Load Displacement Option

   Where the Customer primarily wishes to serve his own load, the Company will measure the flow of energy from the Company to the Customer with a single meter. There will be no additional Customer Charge and no payment by the Company for any excess power which may be generated by the Customer. The Customer shall be billed for all energy supplied by the Company under the applicable standard rate.

2. Net Metering Option

   The Company shall install an additional meter to separately measure the flow of energy generated by the Customer into the Company's electrical system. The Company shall calculate the net energy consumed or supplied by the Customer and the Customer shall be paid for the energy supplied above the amount consumed by the Customer at the rate specified in the Monthly Rate Section of this rate. The Customer shall be billed for the energy consumed by the Customer above the energy supplied by the Customer under the applicable standard rate, absent the QF's generation.

3. Separate Load Metering (Simultaneous Buy/Sell) Option

   The Company shall install metering to separately measure all the energy produced by the QF and all the power consumed by the Customer. The Company shall purchase all energy produced by the QF at the rate specified in the Monthly Rate Section of this rate schedule. The Customer shall be billed for all power consumed under the applicable standard rate.

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnect operations with a QF, to the extent such costs are in excess of the corresponding costs that the Company would have incurred if it had not engaged in interconnected operations but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources.

In conformance with 17.9.570.9 NMAC, the QF shall give the Company at least sixty (60) days written advance notice to interconnect. Such notice shall specify the date the QF will be ready for interconnection, the date the QF will be able to commence testing, and the anticipated date of operation after testing. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection the actual costs shall be computed and reimbursements to the appropriate party shall be made for any differences between the actual and estimated cost of interconnection.

In addition, Customers with a design capacity greater than 100 kilowatts (kW) shall pay an annual charge of 5.4414% of the capital costs of interconnection to provide for the recovery of property X taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 5.4414% is payable by the Customer in monthly installments at the rate of X one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research.

CUSTOMER FACILITIES

The Customer shall design, furnish, install, own, operate, and maintain in good order and repair, and at no cost to the Company, facilities such as relays, switches, synchronizing equipment, control and protective devices designated by the Company as necessary for parallel operation with the Company system to permit safe and practical operation.

The Customer's generation equipment shall not be connected in parallel with the Company's system without written consent of the Company.

OPERATION OF FACILITIES

The Customer shall notify the Company before the initial energizing and start-up testing of the Customer-owned generator and the Company shall have the right to have a representative present at such test.

NEGOTIATIONS

The Company and the QF may, at the QF's option, negotiate the energy to be supplied by the QF. Negotiated agreements shall meet the applicable general principles and conditions established in 17.9.568 NMAC and 17.9.570 NMAC.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

If a net amount is owed to the QF for the billing period, and is less than $50, the payment amount may be carried over to the following billing period. If a net amount is owed to the QF and is $50 or more, the utility shall make payment to the QF prior to the end of the next billing period.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by the Customer in accordance with the requirements herein contained, whichever events occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as defined in the application for service.

The Customer will furnish the Company such data as required in the Application for Interconnection and shall enter into an Interconnection Agreement.

EL PASO ELECTRIC COMPANY

TWENTY-FIRST REVISED RATE NO. 18 X
CANCELLING TWENTIETH REVISED RATE NO. 18 X

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

APPLICABILITY

Pursuant to the New Mexico Public Regulation Commission's Final Order in Case No. 15-00127-UT, the Company is required to remove all fuel and purchased power costs from base rates and bill such costs through the Fuel and Purchased Power Cost Adjustment Clause (FPPCAC).

Electric service shall be subject to a FPPCAC pursuant to 17.9.550 NMAC (Fuel and Purchased Power Cost Adjustment Clauses for Electric Utilities) and the Final Order in Case No. 18-00006-UT.

The FPPCAC factors, differentiated by service voltage, apply to all kilowatt hours (kWh) consumed by customers taking retail service under the Company's retail rate schedules and will appear on the Customer's monthly bill as a line item calculated based on metered energy.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

FPPCAC ADJUSTMENT

The FPPCAC recognizes loss adjustments due to service at different voltage levels:

	Line Losses	Voltage Factor	
A. New Mexico System	6.8682%	100.0000%	X
B. Secondary Voltage (If Customer takes service and is metered at 480 volts and below)	7.403%	100.5004%	X
C. Primary Voltage (If Customer takes service and is metered at 2,400 volts or higher but less than 69,000 volts)	4.670%	97.9431%	X
D. Transmission Voltage (If Customer takes service and is metered at 69,000 volts and higher but less than 115,000 volts)	2.850%	96.2400%	X
E. Transmission Voltage (If Customer takes service and is metered at 115,000 volts or higher)	2.565%	95.9734%	X

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President –Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

THIRTEENTH REVISED RATE NO. 19 X
CANCELLING TWELFTH REVISED RATE NO. 19 X

SEASONAL AGRICULTURE PROCESSING SERVICE RATE

APPLICABILITY

This rate schedule is available to Customers whose seasonal service is for processing agricultural products. The Customer's service requirements must be distinctly of a recurring seasonal nature.

This rate schedule is not applicable for temporary, breakdown, standby or supplementary resale service.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATE

Customer Charge (per meter per month)	$26.65	X

In the event a Customer terminates service prior to the end of the current twelve (12) month period since the initiation of service under this rate schedule, the remaining portion of unpaid monthly Customer Charges will be assessed and due with the final bill.

	Summer (June through September)	**Non-Summer** (October through May)	
Energy Charge per kWh	$0.09542	$0.08408	X

SPECIAL CONDITIONS

When a line extension is required, a written contract with an annual minimum charge for an initial term of three (3) years will be required to support the cost of the line extension.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge, Other Non-Consumption Based Applicable Riders and Tax Adjustment. X

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period. X X

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period. X X

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The Company and Customer will determine whether a new Customer qualifies for this rate schedule.

The non-processing portion of the Customer's service, such as lighting and miscellaneous office load, must be separately metered and billed under the applicable rate schedule.

Maximum Demand is defined as the highest measured thirty (30) minute average kW load. The Company, at its option, may install metering equipment to measure the Customer's Maximum Demand for purposes of determining the applicable rate schedule.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

APPLICABILITY

This rate schedule is applicable to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production facility or cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978.

Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is "small" when it does not exceed 80 megawatts.

DEFINITION – SUPPLEMENTARY POWER

Supplementary Power means electric energy and/or capacity regularly used by a Customer of the Company in addition to the energy and/or capacity supplied by a Qualifying Facility.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

SUPPLEMENTARY POWER SERVICE RATE

Supplementary Power shall be billed under the retail rate schedule currently in effect and applicable to the Customer having power requirements equal to the supplementary power requirements of the Qualifying Facility. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule.

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

In conformance with 17.9.570.9 NMAC, the Qualifying Facility shall give the Company at least sixty (60) days written advance notice to interconnect. Such notice shall specify the date the Qualifying Facility will be ready for interconnection, the date the Qualifying Facility will be able to commence testing, and the anticipated date of operation after testing. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection the actual costs shall be computed and reimbursements to the appropriate party shall be made for any differences between the actual and estimated cost of interconnection.

In addition, Customers with a design capacity greater than 100 kilowatts (kW) shall pay an annual charge of 5.4414% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. X
The annual charge of 5.4414% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month. X

METERING EQUIPMENT AND FACILITIES

The metering options available to the Qualifying Facility are described in the Company's Rate No. 16 Purchased Power Service.

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination, and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as defined in the Customer's application for service.

The Customer will furnish the Company such data as required by the Company to determine that the Customer meets the requirements for qualification.

The Qualifying Facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Supplementary Power Service provided by the Company by means of a double-throw switch or other Company approved switching solution.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President - Customer and Regulatory Solutions

APPLICABILITY

This rate schedule is applicable to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production facility or cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is “small” when it does not exceed 80 megawatts.

DEFINITION – BACKUP POWER

Backup Power means electric energy and/or capacity supplied by the Company during an unscheduled outage of the Qualifying Facility to replace energy and/or capacity ordinarily supplied by the Qualifying Facility.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

BACKUP POWER SERVICE RATE

Backup Power shall be billed under the retail rate schedule currently in effect and applicable to the Customer absent its Qualifying Facility generation. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule. No demand ratchets or power factor penalties will apply to this service.

MONTHLY RESERVATION FEE

A monthly reservation fee will be charged in the months that Backup Power is not utilized by the Qualifying Facility. The reservation fee will be ten percent (10%) of the monthly demand charge contained in the retail rate schedule currently in effect and applicable to the Customer absent its qualifying facility generation times the contract capacity.

DELIVERY SERVICE CHARGE

A delivery service charge will be billed to the Customer during the months that Backup Power Service is not utilized by the Qualifying Facility. The delivery service charges shall are:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 800 kW	Connected Load In Excess of 800 kW	
Secondary Voltage Delivery	$6.60	$5.06	X
Primary Voltage Delivery	$4.66	$4.22	X

DETERMINATION OF CONTRACT CAPACITY

The contract capacity for the purpose of this rate schedule shall be the amount of capacity, expressed in kilowatts, requested by the Customer or the measured kilowatt output of the Customer's qualifying facilities that the Customer requests the Company to provide for Backup Power Service. When a higher kilowatt load for Backup Power Service is established, the higher kilowatt load shall become the new contract capacity for that month and for each month thereafter, unless and until exceeded by a still higher kilowatt load which in turn shall be subject to the foregoing conditions.

COMMON PROVISIONS:

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the corresponding costs that the Company would have incurred if it had not engaged in interconnected operations but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

In conformance with 17.9.570.9 NMAC, the Qualifying Facility shall give the Company at least sixty (60) days written advance notice to interconnect. Such notice shall specify the date the Qualifying Facility will be ready for interconnection, the date the Qualifying Facility will be able to commence testing, and the anticipated date of operation after testing. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection the actual costs shall be computed and reimbursements to the appropriate party shall be made for any differences between the actual and estimated cost of interconnection.

In addition, Customers with design capacity greater than 100 kilowatts (kW) shall pay an annual
charge of 5.4414% of the capital costs of interconnection to provide for the recovery of property X
taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses.
The annual charge of 5.4414% is payable by the Customer in monthly installments at the rate of X
one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The metering options available to the Qualifying Facility are described in the Company's Rate No. 16 Purchased Power Service.

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination, and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as defined in the Customer's application for service.

The Customer will furnish the Company such data as required by the Company to determine that the Customer meets the requirements for qualification.

The Qualifying Facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Backup Power Service provided by the Company by means of a double-throw switch or other Company approved switching solution.

APPLICABILITY

This rate schedule is applicable to Qualifying Facilities and to Customers taking service from a third party Qualifying facility which qualifies as a small power production or cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978. Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is “small” when it does not exceed 80 megawatts.

DEFINITION – MAINTENANCE POWER

Maintenance Power is defined as the electric energy and/or capacity supplied by the Company during scheduled outages of the Qualifying Facility, subject to the Special Provisions of this rate schedule.

TERRITORY

Areas served by the Company in Doña Ana, Luna, Otero and Sierra Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MAINTENANCE POWER SERVICE RATE

Maintenance Power shall be billed under the retail rate schedule currently in effect and applicable to the Customer absent its Qualifying Facility generation. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule. No demand charge shall apply for maintenance power taken during off-peak hours as defined in the retail rate schedule. No demand ratchets will apply to this service.

DELIVERY SERVICE CHARGE

A delivery service charge will be billed to the Customer during the months that neither Maintenance Power Service nor Backup Power Service is utilized by the Qualifying Facility. The delivery service charge shall be:

Delivery Service Charge Per kW of Contract Capacity	**Connected Load Up To 800 kW**	**Connected Load In Excess of 800 kW**	
Secondary Voltage Delivery	$6.60	$5.06	X
Primary Voltage Delivery	$4.66	$4.22	X

The charge shall be less any Delivery Service Charges applied pursuant to the provisions of Rate No. 22, Backup Power Service or Rate No. 24, Interruptible Power Service, but not less than zero $0.

DETERMINATION OF DEMAND CHARGE

The Maintenance Power demand charge shall be determined by multiplying the applicable retail rate schedule demand charge by the ratio of the number of weekdays in which the Maintenance Power was taken to the number of weekdays in the month.

DETERMINATION OF CONTRACT CAPACITY

The contract capacity for the purpose of this rate schedule shall be the amount of capacity, expressed in kilowatts, requested by Customer or the measured kilowatt output of the Customer's qualifying facilities that the Customer requests the Company to provide for Backup Power Service. When a higher kilowatt load for Backup Power Service is established, the higher kilowatt load shall become the new contract capacity for that month and for each month thereafter, unless and until exceeded by a still higher kilowatt load which in turn shall be subject to the foregoing conditions.

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

In conformance with 17.9.570.9NMAC, the Qualifying Facility shall give the Company at least sixty (60) days written advance notice to interconnect. Such notice shall specify the date the Qualifying Facility will be ready for interconnection, the date the Qualifying Facility will be able to commence testing, and the anticipated date of operation after testing. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection, the actual costs of interconnection shall be computed and reimbursements to the appropriate party shall be made for any differences between the actual and estimated cost of interconnection.

In addition, Customers with a design capacity greater than 100 kW shall pay an annual charge of
5.4414% of the capital costs of interconnection to provide for the recovery of property taxes, X
revenue related taxes, depreciation expense, and operation and maintenance expenses. The
annual charge of 5.4414% is payable by the Customer in monthly installments at the rate of one- X
twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

The metering options available to the Qualifying Facility are described in the Company's Rate No. 16 Purchased Power Service.

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as defined in the Customer's application for service.

The Customer will furnish to the Company such data as required by the Company to determine that Customer meets the requirements for qualification.

The Qualifying Facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Maintenance Power Service provided by the Company by means of a double-throw switch or other Company approved switching solution.

SPECIAL PROVISIONS

All Maintenance Power supplied by the Company that has not been scheduled with the Company and confirmed with prior written approval from the Company shall be considered backup power service.

A Customer qualifying for this rate schedule shall schedule maintenance of its Qualifying Facility by giving the Company advance written notice as to the length of the outage as follows:

Length of Outage	Advance Notice
1 day or less	5 calendar days
2 to 5 days	30 calendar days
6 to 30 days	90 calendar days

Maintenance Power shall be available to Qualifying Facilities for a minimum period of thirty (30) days per year, coordinated with the Company and scheduled outside of the designated peak months of the Company.

APPLICABILITY

This rate schedule is applicable to Qualifying Facilities and to Customers taking service from a third party Qualifying Facility which qualifies as a small power production or cogeneration facility as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978.

Pursuant to 18 CFR Part 292.204(a), a qualifying power production facility is “small” when it does not exceed 80 megawatts.

DEFINITION – INTERRUPTIBLE POWER

Interruptible Power means electric energy and/or capacity supplied by the Company subject to interruption by the Company under specified conditions.

TERRITORY

Areas served by the Company in Doña Ana, Luna, Otero and Sierra Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

INTERRUPTIBLE POWER SERVICE RATE

Interruptible Power shall be billed under the retail rate schedule currently in effect and applicable to the Customer absent its Qualifying Facility generation. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule.

DELIVERY SERVICE CHARGE

A delivery service charge will be billed to the Customer during the months that neither Maintenance Power Service nor Backup Power Service is utilized by the Qualifying Facility. The delivery service charge shall be:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 800 kW	Connected Load In Excess of 800 kW	
Secondary Voltage Delivery	$6.60	$5.06	X
Primary Voltage Delivery	$4.66	$4.22	X

The charge is less any Delivery Service Charges applied pursuant to the provisions of Rate No. 22, Backup Power Service or Rate No. 23, Maintenance Power Service, but not less than zero $0.

COMMON PROVISIONS

Interconnection Charge:

Customers on this rate schedule shall be subject to a charge for interconnection costs.

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company which are directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the costs that the Company would have incurred if it had not engaged in interconnected operations but instead generated an equivalent amount of electric energy or capacity itself or purchased an equivalent amount of electric energy or capacity from other sources.

In conformance with 17.9.570.9 NMAC, the Qualifying Facility shall give the Company at least sixty (60) days written advance notice to interconnect. Such notice shall specify the date the Qualifying Facility will be ready for interconnection, the date the Qualifying Facility will be able to commence testing, and the anticipated date of operation after testing. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection, the actual costs shall be computed and reimbursements to the appropriate party shall be made for any differences between the actual and estimated cost of interconnection.

In addition, Customers with a design capacity greater than 100 kW shall pay an annual charge of
5.4414% of the capital costs of interconnection to provide for the recovery of property taxes, X
revenue related taxes, depreciation expense, and operation and maintenance expenses. The

annual charge of 5.4414% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month. X

METERING EQUIPMENT AND FACILITIES

The metering options available to the Qualifying Facility are described in the Company's Rate No. 16 Purchased Power Service.

The Company will install, own and maintain all meters and metering equipment. The Customer will install Company approved meter sockets and metering cabinets.

The Company may install, at its expense, on the Customer's premises, load research metering. The Customer shall supply, at no expense to the Company, a suitable location for meters and associated equipment used for billing and for load research purposes.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

This rate schedule shall be binding upon the Company and the Customer for a period coterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by providing the Company with written notice at least one (1) year prior to the effective date of such termination and the Company may terminate in accordance with regulatory regulations. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as defined in the Customer's application for service.

The Customer will furnish to the Company such data as required by the Company to determine that the customer meets the requirements for qualification.

The Qualifying Facility may be connected for (1) parallel operation with the Company's service, or (2) isolated operation with Interruptible Power Service provided by the Company by means of a double-throw switch or other Company approved switching solution.

EL PASO ELECTRIC COMPANY

ELEVENTH REVISED RATE NO. 25
CANCELLING TENTH REVISED RATE NO. 25

OUTDOOR RECREATIONAL LIGHTING SERVICE RATE
X

APPLICABILITY

This rate schedule is available to Customers for outdoor recreational lighting installations such as athletic fields, race tracks, and other sport and recreational facilities.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single delivery point designated by the Company. Electric energy will be measured by a single meter, or measuring device, of each kind needed.

MONTHLY RATE

PHASE 1 (Expires September 30, 2027)

Customer Charge (per meter per month)	$14.88

Energy Charge Per kWh	Summer (June through September)	Non-Summer (October through May)
All kWh	$0.12882	$0.11038

PHASE 2 (Effective October 1, 2027)

Customer Charge (per meter per month)	$14.88

Energy Charge Per kWh	Summer (June through September)	Non-Summer (October through May)
All kWh	$0.17534	$0.15246

MONTHLY MINIMUM CHARGE

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

The Monthly Minimum Charge is the Customer Charge, Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

Service to ancillary facilities, such as concessions, locker rooms, and rest rooms, must be separately metered and billed under the applicable rate schedule.

APPLICABILITY

This rate schedule is available to any public college or university's main campus for lighting, power and heating service. The Customer and the Company will determine whether a Customer qualifies for this rate schedule. A Customer qualifies for this rate schedule if the expected monthly Maximum Demand will exceed 6,000 kilowatts (kW). A contract may be required in order to take service under this rate schedule.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will be three phase and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or measuring device, of each kind needed.

MONTHLY RATES

PHASE 1 (Expires September 30, 2027)

Customer Charge (per meter per month)	$3,894.75

	Summer (June through September)	**Non-Summer** (October through May)
Demand Charge per Billing kW	$18.61	$9.30
Energy Charge per kWh		
On-Peak Period	$0.11334	-------
Off Peak Period	$0.00898	$0.00898

PHASE 2 (Effective October 1, 2027)

Customer Charge (per meter per month)	$4,885.02

	Summer	**Non-Summer**

	(June through September)	(October through May)
Demand Charge per Billing kW	$22.86	$11.89
Energy Charge per kWh		
On-Peak Period	$0.14218	-------
Off Peak Period	$0.01129	$0.01129

The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M, Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge, Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load.

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand, adjusted by the Meter Voltage Adjustment, if applicable; or,
(b) the demand ratchet of 65% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 6,000 kW.

POWER FACTOR ADJUSTMENT

If the power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

METER VOLTAGE ADJUSTMENT

If electric service is delivered on the high voltage side of a Customer-supplied transformer and is metered on the low voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand multiplied by 1.014
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

If electric service is delivered on the low voltage side of a Company-owned transformer and is metered on the high voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand divided by 1.014
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

If the Customer's Maximum Demand is below 6,000 kW in the current month and previous month and the Customer's load is expected to remain at that level of demand, the Customer shall no longer be eligible for service under this rate and shall be placed on Rate No. 09 – Large Power Service Rate or Rate No. 04 – General Service Rate, as applicable, starting with the following billing month,.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

APPLICABILITY

The availability of this rate schedule will be limited to a maximum of 100 megawatts (MW) of total X
applicable interruptible demand for all participating Customers at any one time, as measured by
the difference between each customer's contracted firm demand and each customer's expected X
maximum demand at the time of the Company's expected native system peak; however, this X
limitation of 100 MW will not be the basis for the termination of a customer's service under this X
rate while the Customer is under a contract for service under this rate. This rate schedule is X
available to current Customers with total connected capacity requirements of at least X
1,000 kilowatts (kW) and not served at a transmission voltage level, and at the sole discretion of X
the Company. The minimum level of firm demand to be required from qualifying Customers is
800 kW, unless a different amount is provided by a contract with a customer existing prior to the
effective date of the eighth revised version of this rate schedule.
X

Noticed Interruptible Power Service is available under this schedule only if the utilization of this X
service is of such character that the service is capable of being interrupted at any time, upon Company request, without damage to property or persons and without adversely affecting the public health, safety and welfare. This rate schedule is available only in conjunction with firm service under other applicable rate schedules.

At Customer's expense, the Customer will install all necessary communication, relay and breaker equipment to qualify for service under this rate schedule, subject to Company approval. The Customer will pay for associated hardware costs.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATES

	Secondary Voltage	Primary Voltage	Transmission Voltage
Demand Charge per Billing kW	$6.01	$4.61	$2.56
Energy Charge per kWh	$0.01134	$0.01134	$0.001134

DETERMINATION OF BILLING DEMAND AND ENERGY

Maximum Demand will consist of both firm and interruptible demand, and is defined as the highest measured thirty (30) minute interval kW load. The Maximum Demand will be adjusted for billing when the Meter Voltage Adjustment clause is applicable. X

The Total Billing Demand will be the Maximum Demand. In no event shall Total Billing Demand be less than the Minimum Firm Contract Capacity specified in the Contract for Power Service.

Firm Power Billing Demand shall be the lesser of (1) the Total Billing Demand or (2) the Contract Firm Power Demand established in the Contract for Power Service, but not less than the Minimum Firm Contract Capacity specified in the Contract for Power Service.

Firm Power Billing Demand as defined herein shall constitute the "demand used for billing" under the Customer's firm service rate schedule, and shall be billed in accordance with the rate schedule applicable to Customer’s firm service. Noticed Interruptible Power Billing Demand shall be determined as Total Billing Demand minus Firm Power Billing Demand, and shall be billed in accordance with this rate schedule.

Firm Energy shall be determined by multiplying the ratio of the Firm Power Billing Demand to the Total Billing Demand times the metered kWh. Firm Energy shall be billed in accordance with the rate schedule applicable to the Customer’s firm service. Noticed Interruptible Energy shall be the difference between the metered kWh and the Firm Energy. Noticed Interruptible Energy shall be billed in accordance with this rate schedule.

POWER FACTOR ADJUSTMENT

If the power factor at the time of the Maximum Demand for the entire load is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

METER VOLTAGE ADJUSTMENT

If electric service is delivered on the high voltage side of a Customer-supplied transformer and is metered on the low voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand multiplied by 1.014 X
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

If electric service is delivered on the low voltage side of a Company-owned transformer and is metered on the high voltage side of the transformer, the following meter adjustments shall be made:

Adjusted Maximum Demand = Maximum Demand divided by 1.014 X
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering X
provision will be applied by TOD period. X

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period. X
X

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CONTRACT FOR SERVICE

A Contract for Power Service (Contract) must be executed between the Company and the Customer prior to taking service under this rate schedule. The Contract shall define the amount of the Customer's demand that shall be served as firm demand. All demand in excess of the amount of firm demand specified in the Contract shall constitute interruptible demand and shall be served and billed on that basis. The Contract term shall be for an initial period of three (3) years, and shall continue year-to-year thereafter until canceled by either party upon one (1) year prior written notice. The amount of Contract Firm Power Demand and Minimum Firm Contract Capacity specified in the Contract will supersede and control over any inconsistent level of demand specified in any pre-existing agreement between the Company and the Customer.

SCHEDULING PROCEDURES

The Company and the Customer shall agree upon detailed procedures for requesting, providing notice of, and implementing interruptions, and shall set forth the same in the Contract for Power Service.

GENERAL CONDITIONS

The Company may make intentional interruptions at any time, at the Company's sole discretion, X
for up to two hundred (200) hours in any calendar year with individual interruptions limited to no more than six (6) hours per interruption, and no more than three (3) interruptions per calendar week. In the event of an interruption, the Company will provide thirty (30) minute notice prior to the interruption. Emergency conditions are deemed to exist at any time, in the sole judgment of the Company, that demands for electricity exceed or are expected to exceed the Company's available electric supply for whatever reason, including, but not limited to, breakdown of

generating units, distribution equipment or other critical facilities; short or long term shortages of fuel or generation, distribution, and other facilities; and requirements or orders of governmental agencies. The Company may not interrupt the Customer: (1) due solely to differences between the Company's marginal cost of energy and the energy-related charges for Noticed Interruptible Power Service; or (2) to continue or make non-firm off-system sales.

An hour of interruption shall be any clock-hour or part thereof during which the Company invokes an intentional interruption. The number of hours of interruption remaining during the calendar year for the term of the contract shall be reduced by a minimum of four (4) hours each interruption occasion, even though the actual interruption may last for a lesser period.

Interruptions will be directly controlled by the Company's system operator with the appropriate notice provided to Customer.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

During the term of the Customers' Contract for Power Service, Customer may not engage in self-generation other than periodic operation of self-generation facilities for emergency situations or to comply with an interruption request.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

NON-COMPLIANCE

Noticed Interruptible Power Service is provided to the Customer with the explicit knowledge and understanding that such service shall be subject to curtailment by the customer with notice from the Company. Failure to comply with the Company's request to curtail shall result in the following adjustments to Customer billings and service:

(1) During a calendar year, the first occasion in which the Customer fails to comply with a request for curtailment shall result in the customer being billed (or re-billed, if necessary) for the entire month at the retail rates currently in effect and otherwise applicable to the Customer ("Retail Rate"); and

(2) During the same calendar year, the second occasion in which the Customer fails to comply with a request for curtailment shall result in the Customer re-billed at the Retail Rate for the period from January 1 of such calendar year through the end of the month in which such second failure occurred (less amounts previously remitted by Customer for such period) with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by Customer for such period); and

(3) During the same calendar year, the third occasion in which the Customer fails to comply with a request for curtailment shall result in the immediate termination of service under the Noticed Interruptible Service Rate, and the Customer will be served and billed for electric service for that entire month and thereafter at the Retail Rate. Additionally, the Customer will be re-billed at the Retail Rate for each month of such calendar year that was not previously billed or re-billed at the Retail Rate under this Non-Compliance provision, with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by the Customer for such period).

APPLICABILITY

This rate schedule is applicable to all non-governmental commercial and industrial customers of the Company that have taken service from the Company for a period of at least twelve (12) consecutive months and have Maximum Demand of at least 500 kilowatts (kW).

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

AVAILABILITY

The Load Retention Rate is available to Customers who meet the following criteria:

1. The Customer must provide notice to the Company that they will request termination of electrical service for either a portion or all of their electrical power and energy requirements due to an alternative generation source, or

2. The Customer must demonstrate that they will leave the Company's system, or discontinue or curtail service for financial reasons.

3. The Customer must submit a notarized affidavit that attests to the fact that but for the Load Retention Rate contained herein, the Customer will leave the Company's system.

MONTHLY RATE

The Company may enter into negotiations with the Customer for a mutual agreement to establish a lower rate not less than the Company's incremental cost of power and energy as estimated over the term of the contract. Sufficient documentation of the cost estimates used in determining the economic feasibility of an alternative generation source shall be provided to the Company for their review. The negotiated agreement shall be subject to the review and final approval of the New Mexico Public Regulation Commission (NMPRC).

The Company, at its option, will annually review its incremental cost of providing service to a contracted Load Retention Customer to determine if such costs exceed the Customer's contracted charges. Should the incremental costs exceed the Customer's contracted rate, the Company will adjust the charge to be above or equal to the incremental cost.

REQUIRED INFORMATION

The Company shall obtain the following information from the Customer, and file that information with the NMPRC:

1. The Customer shall provide detailed engineering and economic studies and/or related information that clearly demonstrate the Customer's ability to displace load;

2. The Customer shall provide a sworn affidavit which states that the Customer is ready, willing, and able to leave the Company's system should this Load Retention Rate not be offered;

3. The Customer shall provide a signed statement from a qualified professional engineer that the Customer's potential alternative energy source meets all environmental standards set by applicable governmental entities including the Federal Clean Air Act, and all amendments;

4. An agreement as to the limit placed on the maximum number of kWh that can be taken by the Customer under this rate schedule, per year.

FUEL AND PURCHASE POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will X be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders. For X Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD X period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied

or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices. The provisions of any contract associated with service under this rate schedule are also applicable.

Maximum Demand is defined as the highest measured thirty (30) minute average kW load.

APPLICABILITY

This rate schedule is available for the total maximum demand of a new Customer or for the additional maximum demand of an existing Customer. The minimum monthly billing demand for any Customer to be eligible for service under this rate schedule must be at least 500 kilowatts ("kW"). A New Customer must not have taken electric service from the Company in New Mexico or Texas within the twelve (12) consecutive months prior to requesting the EDR. An Existing Customer must have taken electric service from the Company for a period of at least twelve (12) consecutive months prior to requesting the Economic Development Rate ("EDR") and must have a proposed incremental demand of at least 100 kW. The availability of this rate schedule will be limited to 50 megawatts of total applicable demand for all participating Customers at any one time. Participation will be based upon the date on which Customers complete all requirements for participation.

Customers taking service under this rate schedule must permanently increase employment by a minimum of two (2) full-time employees per 100 kW of new or additional load ("Qualifying Employees"). The Customer must furnish the Company with a notarized affidavit from an officer, owner, or other appropriate official of the Customer identifying the number of Qualifying Employees directly associated with the new or increased connected load. The Customer must also furnish the Company with similar affidavits stating the actual number of Qualifying Employees as of December 31 of each year that this rate schedule is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 31 of the following year.

The Customer taking service under this rate schedule must also furnish the Company with a notarized affidavit from an officer, owner, or other official responsible for the decision that resulted in the new load or addition thereto, confirming that availability of this rate schedule was an important contributing factor in the Customer's decision to add the new or additional load, and that absent this rate schedule, the customer would have exercised other available options and added new load or located new service outside of the Company's New Mexico service territory. The Company reserves the right to verify the statements included in each Customer's affidavit.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

The type of service available to the Customer will be determined by the Company and will either be single or three phase, at the option of the Company, and at a standard Company approved voltage. All service will be taken at a single point of delivery designated by the Company and will be measured by a single meter of each kind needed as determined by the Company. Discounts available under this rate schedule will be applicable to the voltage under which the Customer is currently or projected to receive service.

DEFINITIONS

Base Period – For an Existing Customer, the Base Period is the twelve (12) months immediately preceding the month that service is requested under this rate schedule. For a New Customer, there is no Base Period.

Base Period Demand – For an Existing Customer, the Maximum Demand, as defined in the Customer's applicable retail rate schedule, under normal operating conditions for the Base Period used to determine the additional demand to be billed under this rate schedule. For a New Customer, this amount is 0 kW. In the event an Existing Customer installs energy efficiency measures that reduce its demand, the Maximum Demand for the Base Period will be adjusted to compensate for any such verified demand reduction.

Existing Customer – As defined in the Applicability section of this rate schedule.

Full-Time Employment – Employment existing at the end of the Base Period for those whose employment has been regularly scheduled for at least 1,500 hours during the Base Period for the purpose of normal operations. Full-Time Employment for New Customers will be mutually agreed upon between the Company and the New Customer. Employment verification procedures will be mutually agreed upon between the Company and the Customer.

Incremental Cost – For purposes of this rate schedule, incremental cost, at a minimum, shall include all additional costs incurred to serve the Customer taking service under this rate schedule that would not otherwise have been incurred to serve other Customers, including but not limited to: fuel and purchased power costs, costs recoverable from Customers pursuant to the Renewable Energy Act and the Efficient Use of Energy Act, and the direct costs of facilities necessary to provide service to the Customer.

Incremental Demand – For purposes of this rate schedule, incremental demand is all kW billing demand above the Base Period Demand, and represents the additional demand to be billed at the discounted EDR pursuant to this rate schedule.

New Customer – As defined in the Applicability section of this rate schedule.

Qualifying Employee – As defined in the Applicability section of this rate schedule.

MONTHLY RATE

The Economic Development Rate shall be the retail rate schedule currently in effect and applicable to Customer, except as modified by this section. All provisions in the retail rate schedule are applicable, except as specifically excluded in this rate schedule.

The Company may enter into negotiations with the Customer for a mutual agreement to establish lower rates not less than the Company's incremental cost of demand and energy as estimated over the term of the agreement, subject to the provisions below:

1. The proposed EDR agreement shall be subject to NMPRC review and approval.

2. An EDR agreement approved or otherwise allowed to become effective for any Customer shall last no longer than four (4) years, except that the NMPRC may approve the EDR contract for up to twelve (12) additional months if the NMPRC determines that the additional period is necessary to attract a particular Customer to New Mexico.

3. During the term of the EDR contract, should circumstances occur that disqualify a Customer from eligibility for an EDR, the Company shall promptly provide written notice to the Customer of the termination of the EDR contract and the associated EDR. EDR contract termination and removal of the discounted EDR shall be effective with the first billing cycle occurring a minimum of ten (10) days from the date of the written notice.

4. In the event that the Customer terminates electric service prior to the end of the EDR agreement termination date, the Company shall bill the Customer and the Customer shall reimburse the Company for the difference between the amounts charged to the Customer for the billing periods the EDR was in effect and the amounts that would have been charged under the otherwise applicable rate schedule.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the NMPRC and available for inspection at Company offices. The provisions of any agreement associated with service under this rate schedule are also applicable.

A Customer without a prior service history with the Company will be classified under the appropriate rate schedule in accordance with the demand estimate performed by the Company.

Existing businesses changing ownership, location, or name do not qualify as new Customers. Those businesses must assume the same Base Period Demand as though they were continuing businesses and may qualify for an EDR as any other existing business. If a business ceases to exist and the premises are occupied by a new owner and a new business is created, it may qualify as a New Customer. The designation as a New Customer shall be determined by the Company, subject to the Customer's right to seek NMPRC review of such determination.

In the event the maximum monthly demand of an Existing Customer falls below the Base Period monthly maximum demand, the EDR contract between the Company and Customer will be void and the Customer will take service under the applicable rate schedule.

The Company retains the right to modify specific EDR contracts, with notice, to ensure compliance with applicable laws and regulations.

The Company retains the right to modify this rate schedule, with notice and upon NMPRC approval, as economic conditions in its New Mexico service area dictate.

EL PASO ELECTRIC COMPANY

SECOND REVISED RATE NO. 42
CANCELLING FIRST RATE NO. 42

EXPERIMENTAL ELECTRIC VEHICLE CHARGING RATE (EEVC)
X

APPLICABILITY

This rate schedule is available for service to residential and commercial Customers using a facility dedicated solely for the charging of an electric vehicle (EV).

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will either be single or three phase at the option of the Company and at a standard Company approved voltage. Only charging activity, with or without storage and other associated appurtenances, will be eligible for service under this rate schedule. All service will be taken at one point of delivery, designated by the Company and dedicated solely for the charging of an EV. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY TIME-OF-DAY RATE

The Combined Service Customer Charge applies to EV charging service that is billed in combination with service billed under a retail rate schedule. Otherwise, the Single Service Customer Charge applies.

ELECTRIC VEHICLE CHARGING RATE (Maximum Demand below 15kW in all months)

If Maximum Demand meets or exceeds 15 kW in the current month and previous month, the service will be transferred to and remain under the Electric Vehicle Charging Demand Rate, starting with the following billing month.

The Electric Vehicle Charging Rate applies to all existing EV charging services billed under Rate No. 42 until the effective date of this rate schedule in a subsequent rate case filing. At the Customer's option, the existing EV charging service can be transferred to and remain under the Electric Vehicle Charging Demand Rate.

Combined Service Customer Charge (per meter per month)	$13.03
Single Service Customer Charge (per meter per month)	$17.03

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

Energy Charge Per kWh	**Summer** (June through September)	**Non-Summer** (October through May)
On-Peak Period	$0.91576	---------
Off-Peak Period	$0.05639	$0.05639
Super Off-Peak Period	$0.01084	$0.01084

ELECTRIC VEHICLE CHARGING DEMAND RATE (Maximum Demand equal to or greater than 15kW in all months)

Combined Service Customer Charge (per meter per month)	$13.03
Single Service Customer Charge (per meter per month)	$17.03

Demand and Energy Charges	**Summer** (June through September)	**Non-Summer** (October through May)
Demand Charge per Billing kW	$5.92	$5.92
Energy Charge per kWh		
On-Peak Period	$0.89091	---------
Off-Peak Period	$0.03154	$0.03154
Super Off-Peak Period	$0.01084	$0.01084

The On-Peak Period shall be from 3:00 P.M. through 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Super Off-peak period is 12:00 A.M. through 8:00 A.M., Mountain Daylight and Standard Time, for Summer and Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak or Super Off-Peak Periods. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Other Non-Consumption Based Applicable Riders, and Tax Adjustment.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand; or
(b) the demand ratchet of 60% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(c) 15 kW.

The Company will reset the demand ratchet for customers installing Distributed Generation (DG) and/or storage following interconnection of the DG and/or storage, restarting the historical demand used for purposes of applying (b) above.

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC). For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to the provisions of those riders. For Distributed Generation (DG) customers, the net energy metering provision will be applied by TOD period.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

Service under this rate schedule shall not be not less than twelve (12) months during which time the Customer will maintain an active account and will pay the monthly minimum charges regardless of whether or not service is used under this rate schedule.

Prior to initiation of service under this rate schedule, Company personnel will verify the installation of the Customer’s charging station and that the load behind the meter is exclusively related to EV charging.

As an alternative to service under this rate schedule, Customers may choose to have the EV charging installation electrically connected behind their existing meter and the entire load billed under the Time Of Day Rate of the applicable rate schedule.

EL PASO ELECTRIC COMPANY

ORIGINAL RATE NO. 50

HIGH LOAD FACTOR POWER SERVICE RATE

APPLICABILITY

Service under this rate schedule shall be limited to Customers whose Maximum Demand, during the current month and previous eleven (11) month period, equaled or exceeded thirty thousand (30,000) kilowatts (kW) and whose average monthly load factor equaled or exceeded eighty-five percent (85%). For new Customers, initial applicability and monthly billing under this rate schedule are subject to expected Load Ramp Period requirements as established in an Energy Service Agreement.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will be three phase transmission voltage. All service will be taken at the single point of delivery into a customer-dedicated substation, which substation may be owned by the Company or the Customer. Electric energy will be measured by a meter or meters, or other measuring devices, of each kind needed based on the designated point or points of delivery.

“Energy Service Agreement” or “ESA” is defined as the executed written service agreement entered into by the Customer and the Company in accordance with this rate schedule.

“Contract Capacity” is defined as the Customer specified monthly post-Load Ramp Period peak load requirements for each month as set forth in the ESA.

“Load Ramp Contract Capacity” is defined as the mutually agreed monthly peak load requirements defined in the ESA associated with the Load Ramp Period.

“Load Ramp Period” is defined as the time between commencement of retail service until the customer reaches full Contract Capacity. The ESA must require that the Load Ramp Period cannot exceed 4 years.

MONTHLY RATES

Customer Charge (per meter per month)	$3,791.40

	Summer	Non-Summer

Demand Charge per Billing kW		
On-Peak Period	$19.83	---
Off-Peak Period	$16.30	$11.00
Energy Charge per kWh		
On-Peak Period	$0.15178	---
Off-Peak Period	$0.01260	$0.01260

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge, Other Non-Consumption Based Applicable Riders, Tax Adjustment, plus any applicable Facility Charge.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load during the billing month.

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand occurring in the On-Peak Period; or
(b) the Maximum Demand occurring in the Off-Peak Period; or
(c) 80% of the Contract Capacity; or
(d) the demand ratchet of 80% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(e) 30,000 kW.

Customer will have no more time than the Load Ramp Period to reach full Contract Capacity, during which time, (b) above, monthly billing demand shall not be less than 80% of the customer's Load Ramp Contract Capacity rather than 80% of the Contract Capacity.

The billing demands under (c) through (e), will be prorated based on number of hours in the On-Peak Period and in the Off-Peak Period during the billing month.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

POWER FACTOR ADJUSTMENT

If the power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CONTRACT FOR SERVICE

An Energy Service Agreement, and any associated addenda, must be executed between the Company and the Customer which shall be filed by the Company with the New Mexico Public Regulation Commission prior to taking service under this rate schedule. The ESA shall include, among other things, the following provisions:

Initial Term Minimum: Twenty (20) year minimum initial term, with automatic annual renewal after the Initial Term, as further provided in the ESA. The Load Ramp Period is included in the Initial Term Minimum.

Security: If the Customer executing the Energy Service Agreement has at least two of the following three ratings (i) an Issuer Credit Rating of at least "A-" from Standard and Poor's (S&P), (ii) an Issuer Rating of at least "A3" from Moody's Investor Service (Moody's), or (iii) a Long-Term Issuer Default Rating of at least "A-" from Fitch Ratings (Fitch), then financial security will not be required. If financial security is required, it shall be provided in a form acceptable to the Company, in an amount and subject to other terms specified in the Energy Service Agreement and may be modified annually, as set forth below. The Security Amount must be provided in one or more of the following forms:

(1) Post of cash or cash equivalents.
(2) An irrevocable standby letter of credit ("Letter of Credit") issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the customer, with an Issuer Credit Rating of at least "A-" from S&P or an Issuer Rating of at least "A3" from Moody's. Such security must be issued for a minimum term of 365 days. The Customer must cause the renewal or extension of the security for additional consecutive terms of 365 days or more no later than 30 days prior to each expiration date of the security. If the security is not renewed or extended as required herein, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts drawn as security.
(3) An irrevocable and unconditional guarantee from the ultimate parent or a corporate affiliate of the Customer (the "Guarantor"), so long as the Guarantor has (a) at least two of the following three ratings (i) an Issuer Credit Rating of at least A- from S&P, (ii) an Issuer Rating of at least A3 from Moody's, or (iii) a Long-Term Issuer Default Rating of at least "A-" from Fitch, or (b) is approved by EPE in its reasonable discretion.

If such requirements are no longer met, then Customer must provide replacement security in an acceptable form, as specified above, within 30 days or the Customer may enter into an event of default, as outlined in the ESA.

Initial Security Amount: If financial security is required pursuant to the above, then the Company and Customer will agree on an Initial Security Amount to be included in the Energy Service Agreement and such amount is subject to change annually, as described below. The Initial Security Amount shall reflect the initial incremental investment exposure of the

Company prior to the Annual Security Adjustment, Customer's Estimated Load Forecast, Customer's cash contributions for Facilities, and other Customer characteristics as necessary.

Security provided by the Customer shall be calculated on a dollar per MW basis of the requested maximum Monthly Contract Demand over the Initial Term and included in the Energy Service Agreement.

Annual Security Adjustment: On an annual basis the Security Amount will be adjusted (the "Adjusted Security Amount") by Company based on the Customer Estimated Load Forecast and the Company's projected incremental cost of resources necessary for service of Customer for the remainder of the Initial Term or any renewal thereof. Prior to the execution of any procurement agreements, the Company will provide Customer the estimated cost of, and annual revenue requirement for, incremental new generation assets and incremental new transmission assets, and the Customer's allocated share of the annual revenue requirement consistent with the most recent Commission-approved cost of service study, adjusted for other executed Energy Service Agreements under this Tariff not yet included in the cost of service study. The Adjusted Security Amount will be equal to the net present value, using a discount rate equal to Company's weighted average cost of capital approved by the New Mexico Public Regulation Commission at the time of the calculation, of the sum of the allocated annual revenue requirements for the remainder of the Initial Term or any renewal thereof. The Company will provide Customer with all inputs and assumptions. The Customer will have no less than 90 days to review the inputs, assumptions, and calculations. In the event of an error or disagreement, the Company and Customer will work together in good faith to resolve such error or disagreement.

Termination for Default: Customers terminating service, as the result of an Event of Default under the terms of the Energy Service Agreement or this rate schedule prior to the end of the Initial Term may be subject to damages as set forth in the Energy Services Agreement.

FACILITY CHARGE

Customer-dedicated Facility Cost Recovery ("Facility Charge): A Facility Charge shall be based on the actual customer-dedicated facility costs incurred by the Company on behalf of the Customer and provide for full recovery of such costs and the associated operating and maintenance costs of the facility, as defined in the ESA. The amount and duration of the Facility Charge shall be determined by separate agreement between the Company and the Customer and included in the ESA.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The Customer and the Company will determine whether a new Customer qualifies for this rate schedule.

If the Customer's Maximum Demand falls below 30,000 kW in the current month and previous month after the Load Ramp Period, the Customer shall no longer be eligible for service under this rate schedule and shall be placed on Rate No. 04 – General Service Rate or Rate No. 09 – Large Power Service or Rate No. 51 – Large Load Power Service Rate, as applicable, starting with the following billing month. After a minimum of twelve (12) months on the applicable rate schedule, should the Customer's Maximum Demand equal or exceed 30,000 kW in any two (2) consecutive months thereafter, the Customer shall be returned to Rate No. 50 – High Load Factor Power Service. The provisions of the ESA will continue to apply regardless of rate schedule that Customer is placed under.

If the Customer’s average monthly load factor falls below 85% in the current month and previous month after the Load Ramp Period, the Customer shall no longer be eligible for service under this rate schedule and shall be placed on Rate No. 51 – Large Load Power Service starting with the following billing month. After a minimum of twelve (12) months on Rate No. 51 – Large Load Power Service, should the Customer's average monthly load factor equal or exceed 85% in any two (2) consecutive months thereafter, the Customer shall be returned to Rate No. 50 – High Load Factor Power Service.

Any new Customer that has not established a prior service history with the Company shall be classified under the appropriate rate schedule in accordance with a demand estimate performed by the Company.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

Advice Notice No. **317**

Signature/Title *<u>/s/ James Schichtl</u>*
James Schichtl
Vice President – Customer and Regulatory Solutions

APPLICABILITY

Service under this rate schedule shall be limited to Customers whose Maximum Demand, during the current month and previous eleven (11) month period, equaled or exceeded ten thousand (10,000) kilowatts (kW). For new Customers, initial applicability and monthly billing under this rate schedule are subject to expected Load Ramp Period requirements as established in an Energy Service Agreement.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

Service available under this rate schedule will be determined by the Company and will be three phase transmission voltage. All service will be taken at the single point of delivery into a customer-dedicated substation, which substation may be owned by the Company or the Customer. Electric energy will be measured by a meter or meters, or other measuring devices, of each kind needed based on the designated point or points of delivery.

“Energy Service Agreement” or “ESA” is defined as the executed written service agreement entered into by the Customer and the Company in accordance with this rate schedule.

“Contract Capacity” is defined as the Customer specified monthly post-Load Ramp Period peak load requirements for each month as set forth in the ESA.

“Load Ramp Contract Capacity” is defined as the mutually agreed monthly peak load requirements defined in the ESA associated with the Load Ramp Period.

“Load Ramp Period” is defined as the time between commencement of retail service until the customer reaches full Contract Capacity. The ESA must require that the Load Ramp Period cannot exceed 4 years.

MONTHLY RATES

Customer Charge (per meter per month)	$1,320.89

	Summer	**Non-Summer**
Demand Charge per Billing kW		

On-Peak Period	$28.60	---
Off-Peak Period	$25.23	$6.22
Energy Charge per kWh		
On-Peak Period	$0.24160	---
Off-Peak Period	$0.01412	$0.01412

The Summer period shall be the months of June through September. The Non-Summer period shall be all other months. The On-Peak Period shall be from 3:00 P.M. to 7:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

MONTHLY MINIMUM CHARGE

The Monthly Minimum Charge is the Customer Charge plus Demand Charge, Other Non-Consumption Based Applicable Riders, Tax Adjustment, plus any applicable Facility Charge.

DETERMINATION OF BILLING DEMAND

Maximum Demand is defined as the highest measured thirty (30) minute interval kW load during the billing month.

The billing demand (in kW) will be the highest of:

(a) the Maximum Demand occurring in the On-Peak Period; or
(b) the Maximum Demand occurring in the Off-Peak Period; or
(c) 80% of the Contract Capacity; or
(d) the demand ratchet of 80% of the Maximum Demand established during the billing months of June through September in the preceding twelve (12) month period; or
(e) 10,000 kW.

Customer will have no more time than the Load Ramp Period to reach full Contract Capacity, during which time, (b) above, monthly billing demand shall not be less than 80% of the customer’s Load Ramp Contract Capacity rather than 80% of the Contract Capacity.

The billing demands under (c) through (e), will be prorated based on number of hours in the On-Peak Period and in the Off-Peak Period during the billing month.

POWER FACTOR ADJUSTMENT

If the power factor at the time of Maximum Demand is below 90% lagging, a power factor adjustment shall be calculated as follows:

ADJ = ((kW x .95 / PF) – kW) x DC, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

FUEL AND PURCHASED POWER COST ADJUSTMENT CLAUSE (FPPCAC)

All service taken under this rate schedule is subject to the provisions of the Company's Rate No. 18 (FPPCAC).

OTHER APPLICABLE RIDERS

All service taken under this rate schedule is subject to the provisions of other Company riders that may apply to this rate schedule and shall be billed pursuant to provisions of those riders.

TAX ADJUSTMENT

Billings under this rate schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CONTRACT FOR SERVICE

An Energy Service Agreement, and any associated addenda, must be executed between the Company and the Customer which shall be filed by the Company with the New Mexico Public Regulation Commission prior to taking service under this rate schedule. The ESA shall include, among other things, the following provisions:

Initial Term Minimum: Twenty (20) year minimum initial term, with automatic annual renewal after the Initial Term, as further provided in the ESA. The Load Ramp Period is included in the Initial Term Minimum.

Security: If the Customer executing the Energy Service Agreement has at least two of the following three ratings (i) an Issuer Credit Rating of at least "A-" from Standard and Poor's (S&P), (ii) an Issuer Rating of at least "A3" from Moody's Investor Service (Moody's), or (iii) a Long-Term Issuer Default Rating of at least "A-" from Fitch Ratings (Fitch), then financial security will not be required. If financial security is required, it shall be provided in a form acceptable to the Company, in an amount and subject to other terms specified in the Energy Service Agreement and may be modified annually, as set forth below. The Security Amount must be provided in one or more of the following forms:

(1) Post of cash or cash equivalents.
(2) An irrevocable standby letter of credit ("Letter of Credit") issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the customer, with an Issuer Credit Rating of at least "A-" from S&P or an Issuer Rating of at least "A3" from Moody's. Such security must be issued for a minimum term of 365 days. The Customer must cause the renewal or extension of the security for additional consecutive terms of 365 days or more no later than 30 days prior to each expiration date of the security. If the security is not renewed or extended as required herein, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts drawn as security.
(3) An irrevocable and unconditional guarantee from the ultimate parent or a corporate affiliate of the Customer (the "Guarantor"), so long as the Guarantor has (a) at least two of the following three ratings (i) an Issuer Credit Rating of at least A- from S&P, (ii) an Issuer Rating of at least A3 from Moody's, or (iii) a Long-Term Issuer Default Rating of at least "A-" from Fitch, or (b) is approved by EPE in its reasonable discretion.

If such requirements are no longer met, then Customer must provide replacement security in an acceptable form, as specified above, within 30 days or the Customer may enter into an event of default, as outlined in the ESA.

Initial Security Amount: If financial security is required pursuant to the above, then the Company and Customer will agree on an Initial Security Amount to be included in the Energy Service Agreement and such amount is subject to change annually, as described below. The Initial Security Amount shall reflect the initial incremental investment exposure of the

Company prior to the Annual Security Adjustment, Customer's Estimated Load Forecast, Customer's cash contributions for Facilities, and other Customer characteristics as necessary.

Security provided by the Customer shall be calculated on a dollar per MW basis of the requested maximum Monthly Contract Demand over the Initial Term and included in the Energy Service Agreement.

Annual Security Adjustment: On an annual basis the Security Amount will be adjusted (the "Adjusted Security Amount") by Company based on the Customer Estimated Load Forecast and the Company's projected incremental cost of resources necessary for service of Customer for the remainder of the Initial Term or any renewal thereof. Prior to the execution of any procurement agreements, the Company will provide Customer the estimated cost of, and annual revenue requirement for, incremental new generation assets and incremental new transmission assets, and the Customer's allocated share of the annual revenue requirement consistent with the most recent Commission-approved cost of service study, adjusted for other executed Energy Service Agreements under this Tariff not yet included in the cost of service study. The Adjusted Security Amount will be equal to the net present value, using a discount rate equal to Company's weighted average cost of capital approved by the New Mexico Public Regulation Commission at the time of the calculation, of the sum of the allocated annual revenue requirements for the remainder of the Initial Term or any renewal thereof. The Company will provide Customer with all inputs and assumptions. The Customer will have no less than 90 days to review the inputs, assumptions, and calculations. In the event of an error or disagreement, the Company and Customer will work together in good faith to resolve such error or disagreement.

Termination for Default: Customers terminating service, as the result of an Event of Default under the terms of the Energy Service Agreement or this rate schedule prior to the end of the Initial Term may be subject to damages as set forth in the Energy Services Agreement.

FACILITY CHARGE

Customer-dedicated Facility Cost Recovery ("Facility Charge): A Facility Charge shall be based on the actual customer-dedicated facility costs incurred by the Company on behalf of the Customer and provide for full recovery of such costs and the associated operating and maintenance costs of the facility, as defined in the ESA. The amount and duration of the Facility Charge shall be determined by separate agreement between the Company and the Customer and included in the ESA.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President – Customer and Regulatory Solutions

TERMS OF PAYMENT

All bills under this rate schedule are due and payable when rendered and become delinquent twenty (20) calendar days thereafter. If the twentieth day falls on a holiday or weekend, the next Company business day will apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The Customer and the Company will determine whether a new Customer qualifies for this rate schedule.

If the Customer's Maximum Demand falls below 10,000 kW in the current month and previous month after the Load Ramp Period, the Customer shall no longer be eligible for service under this rate schedule and shall be placed on Rate No. 04 – General Service Rate or Rate No. 09 – Large Power Service, as applicable, starting with the following billing month. After a minimum of twelve (12) months on the applicable rate schedule, should the Customer's Maximum Demand equal or exceed 10,000 kW in any two (2) consecutive months thereafter, the Customer shall be returned to Rate No. 51 – Large Load Power Service. The provisions of the ESA will continue to apply regardless of rate schedule that Customer is placed under.

Any new Customer that has not established a prior service history with the Company shall be classified under the appropriate rate schedule in accordance with a demand estimate performed by the Company.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule, except the Customer Charge, are subject to proration adjustments.

EL PASO ELECTRIC COMPANY

ORIGINAL RATE NO. 52

PEAK TIME REBATE PILOT

APPLICABILITY

This Peak Time Rebate ("PTRP") Credit provided by this rate schedule is applicable to bills for electric service provided under Rate No. 01 Residential Service Rate. Customers must have an existing Advanced Metering System meter installed to participate. To be eligible for a PTRP Credit, the customer must enroll for the consecutive months of May through October ("PTRP Season") during the pilot period and agree to receive PTRP notifications via the preferred communication method listed on the account.

TERRITORY

Areas served by the Company in Doña Ana, Sierra, Otero and Luna Counties.

TYPE OF SERVICE

The reduction in energy use during Company-called PTRP events, relative to each Customer's baseline energy use, as determined by the Company, will be multiplied by the PTRP Credit rate to calculate the incentive credit presented on the monthly bill. Energy usage for all hours will be charged at the applicable Rate No. 01 rate.

MONTHLY RATES

PTRP Credit Rate, per kWh	See EPE's On-Peak Monthly Energy Payment Rate, filed pursuant to §17.9.570.11(B)(1)(a) NMAC, Rate No. 16 Purchased Power Service.

To receive the PTRP Credit, the Customer must reduce energy use during a PTRP Event. Such event will be a four-consecutive-hour window between the hours of 3:00 PM to 7:00 PM. Events will not be called on holidays. Holidays are New Year's Day on January 1; Memorial Day, the last Monday in May; Independence Day on July 4; Labor Day, the first Monday in September; Thanksgiving Day, the fourth Thursday in November; and Christmas Day on December 25. If a holiday falls on a Saturday, the preceding Friday will be designated the holiday. If a holiday falls on a Sunday, the following Monday will be designated the holiday.

Advice Notice No. 317

Signature/Title */s/ James Schichtl*

James Schichtl
Vice President – Customer and Regulatory Solutions

MONTHLY MINIMUM CHARGE

The PTRP Credit presented on the monthly bill shall be limited so that the Monthly Minimum Charge provision of Schedule No. 01 Residential Service Rate is followed.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the New Mexico Public Regulation Commission and available for inspection at Company offices.

The Company initiates PTRP events with an event notification to participating Customers the day prior to the PTRP event. Participating Customers must choose at least one method for receipt of notification: email, text, or another available option. The Company will not call PTRP events for more than two consecutive days.

The Customer may unsubscribe from the PTRP event notifications at any time after the PTRP Season. If the Customer unsubscribes, they will receive credit only for those events for which they are enrolled and receive notifications.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule are subject to proration adjustments.

EL PASO ELECTRIC COMPANY

TABLE OF CONTENTS

RULES

Advice Notice No. 317

Signature/Title /s/ James Schichtl
James Schichtl
Vice President – Customer and Regulatory Solutions

SECTION 1 - PURPOSE

It is the purpose of this document to set forth uniform and comprehensive policies concerning Line Extensions and construction charges for the entire New Mexico service area of El Paso Electric Company ("Company")

SECTION 2 - DEFINITIONS

Actual Revenue means

The actual amount of revenue billed on account of the Line Extension by the Company from the Customer. The amount shall be based on monthly bills determined by the metered monthly kilowatt (kW) demand and kilowatt-hour (kWh) usage and by applying the appropriate tariff schedule and riders, less the fixed fuel factor costs and taxes.

Address for Notice means

Where notice is required to be provided to the Company under this Policy, such notice shall be sent via mail to:

El Paso Electric Company
ATTN: Distribution Design Supervisor
100 N. Stanton St.
El Paso, TX 79901
Location #571

OR sent electronically to:

DESIGNSUPERS@epelectric.com

Notice will be deemed received with a Notice Received email is sent to the Customer. If a Customer's email address is not provided to the Company, a Notice Received will be sent via mail.

Adjusted Revenue Obligation means

The Revenue Guarantee Obligation reduced by any Actual Revenue earned in any of the Revenue Period's twelve- (12-) month periods.

Cash Advance for Construction means

A cash advance by a Customer for construction that is subject to refund either wholly or in part, depending on the amount of Actual Revenue generated over the Revenue Period.

Commission means

The New Mexico Public Regulation Commission.

Completion Date means

The date that the Company has completed its portion of the work on the Line Extension to include any electrical work, which does not necessarily include energization of the Meter and service drop.

Connected Load means

The combined nominal rated capacity in kilowatts of all motors or other electric energy consuming devices installed on the Customer's premises that may be operated with electric energy supplied by the Company.

Construction Refund Cap means

The Company's design costs paid by the Customer plus the lesser of the Company's Estimated Extension Cost or the Customer's Company-approved actual costs for the construction of the Line Extension.

Cost of Capital Charge means

A charge calculated based on the Company's weighted average cost of capital (WACC) approved by the Commission in its last base rate case.

Customer means

Any corporation, business establishment, institution, association, governmental entity, or individual currently being served or using electric energy supplied by the Company.

Customer Contribution means

Either a Cash Advance for Construction or a Revenue Guarantee Account to cover a Revenue Deficiency.

Ending Revenue Deficiency means

The amount by which the Extension Cost exceeds Actual Revenue received from Customers served from the Line Extension at the end of the Revenue Period.

Estimated Annual Revenue means

The estimated revenue during any of the Revenue Period's twelve- (12-) month periods. The estimated revenue shall be calculated in a similar fashion as Estimated Revenue.

Estimated Extension Cost means

The Company's estimate of the Extension Cost calculated on the basis of current costs to install the same or a similar type of Line Extension.

Estimated Revenue means

The estimated revenue during the Revenue Period. The respective monthly kWh usage is determined by estimating the Customer's monthly demand, hours per day, days per week, and an average of 4.3 weeks per month, and calculated with the following formula:

$$kWh = kW * hrs * days * weeks$$

The above formula will be adjusted by a load factor and power factor, as applicable, based on the customer type and rate schedule for which the Customer qualifies. The monthly demand (kW) above is estimated based on operating and load information provided by the Customer and/or the average demand and operating characteristics of similar Customers.

The estimated revenue during the Revenue Period is determined by using the estimates of kWh and kW usage calculated by the above methods and applying the appropriate rate schedule and riders, less the fixed fuel factor costs and taxes.

Extension or Line Extension means

Either an Overhead Line Extension, Underground Line Extension (including a Line Extension for a backbone system), or Transmission Line Extension. A backbone system is the main line or "trunk" of a distribution feeder.

Extension Cost means

The actual cost to the Company for the design, installation, acquisition of permits, and any other necessary costs incurred for the construction of the Line Extension by the Company. The cost of the service drop, meters, and metering equipment is not included in the cost of an Overhead Line Extension except for those Customers served at one of the Company's standard Transmission Voltages. The cost of the meters and metering equipment is not included in the cost of an Underground Line Extension.

Franchised Area means

Those cities, towns, villages and counties in which the Company has been granted a franchise to provide electric utility service.

Impaired Clearance means

The condition where a structure(s), including, but not limited to, buildings, signs, towers, poles, fencing, and swimming pools, is located in a position or manner in which insufficient clearance, as specified by any applicable law, regulation, and local codes and the National Electric Safety Code, as may be amended, exists between the structure and the Company's existing transmission, substation, express feeder, streetlight or distribution line facilities or any combination thereof.

Line Extension Agreement means

The agreement entered into between the Customer and the Company based on this Policy in which either (1) the Company agrees to build a Line Extension in exchange for the Customer providing a Customer Contribution; or (2) the Company grants the Customer a Refund Credit, subject to any reductions or refunds as outlined in the Section 3 (Policies) under Paragraph B (Line Extensions), Option 2: Line Extensions Built by the Customer, Paragraph 11 (Refunds for Customer Built Line Extensions) in exchange for the Customer building the Line Extension.

Maximum Run means

The maximum amount of distance as determined by Company policy at the time of construction.

Meter means

A recording instrument of standard manufacture provided by the Company to measure energy consumption, demand, or both at a single Point of Delivery.

Overhead Line Extension means

The new pole line facilities (including, without limitations, poles, anchors, conductors, insulators, arresters, cut-outs, transformers, breakers and other miscellaneous hardware) necessary to provide electric service to the Point of Delivery.

Permanent Customer means

A Customer whose service is delivered to a Permanent Installation.

Permanent Installation means

Any structure that is constructed or placed on and permanently affixed to a foundation, and that is, or will be, used or occupied on a full-time basis. A manufactured home or a prefabricated structure shall qualify as a Permanent Installation if 1) the home or structure is installed on a foundation system according to regulations of the applicable city, county or state regulations or is otherwise impractical to move and has the wheels, axles and hitch or towing device removed and 2) the home or structure is connected to a permanent water and sewer system.

Point of Delivery means

The point where the Company's wires or facilities are connected with those of the Customer. For overhead service, the point specified by the Company where the Company's and the Customer's conductors are connected. For underground, see the Policies Section, Section C (Special Underground Service Provisions) Subsection A (Secondary Voltage Underground Extensions) Paragraph 2 (Point of Delivery).

Primary Service means

Electric service provided to a Customer at a Primary Voltage.

Primary Voltage means

One of the Company's standard voltages between 2,400 volts and 25,000 volts.

Revenue Credit means

The Estimated Revenue for the Revenue Period that can be used to offset the Customer's monthly bill.

Revenue Deficiency means

The amount by which the Estimated Revenue is less than the Estimated Extension Cost.

Revenue Guarantee Account means

An irrevocable letter of credit or certificate of deposit in a manner acceptable to the Company, and in an amount equal to the Adjusted Revenue Obligation. Such Adequate Security shall be obtained by the Customer from, or maintained by the Customer at, a financial institution that is acceptable to the Company, insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and preferably located within the Company's service territory.

Revenue Guarantee Obligation means

The Estimated Extension Cost plus Cost of Capital Charges or, upon the final accounting for the Line Extension's construction, the Extension Cost as adjusted for Cost of Capital Charges.

Revenue Period means

The forty-eight (48) months that starts with the first month after the Completion Date for a Company-built Line Extension and after the closing of the sale of the Line Extension to the Company for a Customer-built Line Extension. The Revenue Period shall be divided into four separate 12-month periods, the first of which begins on the first full-billing month that begins after the Completion Date. The Revenue Period may be extended in accordance with Section 3 (Policies), Paragraph B, Option 1.2.b.2 Revenue Guarantee Account or Section 3 (Policies), Paragraph B, Option 2.11.c. for Customer-built Line Extensions.

Secondary Service means

Electric service provided to a Customer at a Secondary Voltage.

Secondary Voltage means

One of the Company's standard service voltages below 600 volts.

Temporary Service means

Electric service to a Customer that is not delivered to a Permanent Installation and, in the sole opinion of the Company, is otherwise not of a permanent nature (e.g., temporary sales stands or construction sites).

Transmission Line Extension means

New overhead Transmission Voltage facilities including, without limitation, poles, anchors, conductors, insulators, arresters, cut-outs, transformers, breakers, and other miscellaneous hardware necessary to provide electric service to the Point of Delivery.

Transmission Voltage means

One of the Company's standard voltages greater than or equal to 69,000 volts.

Underground Line Extension means

The new underground Primary or Secondary Voltage facilities including, without limitation, conduit system, pullboxes, transformer enclosure(s), transformer(s), primary voltage cables, secondary voltage cables, arresters, switches, cut-outs, pole risers and miscellaneous hardware necessary to provide underground service to the Point of Delivery.

SECTION 3 - POLICIES

A. GENERAL

1. The policies herein contained are subject to the terms and conditions in the Company tariff schedules, the rules and regulations of the New Mexico Public Regulation Commission, and the Company's standard operating procedures.

2. The Company will extend its facilities in a cost conscious manner while adhering to all applicable state and local ordinances. The Company will provide service in a uniform and nondiscriminatory manner to all Customers within its service territory under its standard applicable rate schedules and this policy. The Company will make Extensions within its territory required to serve any Customer on a basis equitable both to the Company and the Customer.

3. Meters:

   The Company will provide the Meter and designate the location of all Meters and metering equipment.

4. Type of Service:

   Either single-phase or three-phase electrical service shall be specified by the Company and service will be at one of the Company's standard voltages (i.e. Primary or Secondary Voltage). Customers requesting service must meet Company requirements.

5. Rights-of-Way (Easements):

   The Company will not construct a Line Extension for a Customer until the Company has secured all required rights-of-way and permits. All extensions shall be constructed on private rights-of-way, except for within Franchised Areas where Line Extensions may be constructed on existing public roads, streets, alleys or easements. New Customers shall grant such rights of way as required to the Company, without charge, over property owned or leased by said new Customers, and, if possible, will assist the Company in securing other rights-of-way necessary to provide service (by way of example, rights of way from a neighboring property owner). The Customer shall have all the Customer's property corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install Company's electrical facilities within said rights-of-way.

6. If the Customer decides to cancel the request for a Line Extension, the Company shall have the right to recover all Extension Costs incurred by the Company until such cancellation. The customer shall secure a Revenue Guarantee Account or otherwise have available funds to cover the Adjusted Revenue Guarantee Obligation.

7. Renewable Energy and Distributed Generation Information:

   Upon request, the Company will provide information to the Customer requesting a Line Extension of the availability of information concerning on-site renewable energy and distributed generation technology alternatives. The Company shall provide a Customer with such information:

   a. At the same time the estimate of any required Cash Advance for Construction or other such prepayment is provided to the Customer, or

   b. Prior to the Customer signing a Line Extension Agreement if the Customer is not required to provide a Cash Advance for Construction or other such prepayment.

B. LINE EXTENSIONS

OPTION 1: LINE EXTENSIONS BUILT BY THE COMPANY

1. General:

   The Company will provide at its expense, Primary or Secondary Service to a Permanent Customer if the Estimated Revenue equals or exceeds the Estimated Extension Cost. No extension of overhead lines will be made from underground facilities or into areas designated or committed to underground facilities or into areas designated or committed to underground facilities. If the Company determines the Estimated Revenue from the Primary or Secondary Service Line Extension does not equal or exceed the Estimated Extension Cost, the Company shall be allowed to require a Customer Contribution for the Extension pursuant to the terms and conditions of this Line Extensions Policy.

2. Revenue Deficiencies:

   a. If the Estimated Revenue results in a Revenue Deficiency, the Company is not obligated to provide the Extension unless the Customer provides a Customer Contribution. The amount of the Customer Contribution shall be provided to the Customer and will be computed using the following formula:

(1)	Estimated Annual Revenue	$____________	
(2)	Estimated Extension Cost	$____________	
(3)	Revenue Credit, if any	$___________	(Line 1 x 4)
(4)	Customer Contribution	$____________	(Line 2 less Line 3)

   b. In cases of a Revenue Deficiency, the Customer must enter into a written agreement with the Company to cover the Revenue Deficiency through a Line Extension Agreement.

      (1) Cash Advance for Construction:

      The Customer may enter into a Line Extension Agreement for a term that commences when the Revenue Period commences.

         (a) Individual Customer Served:

         If the Extension is to serve an individual Customer, the Actual Revenue from the Customer shall be deducted from the Cash Advance for Construction for the Revenue Period, or until the amount advanced has been exhausted. If a balance remains after the Revenue Period, the balance reverts to the Company as a Customer Contribution. All of the fixed fuel factor costs and taxes shall be paid monthly by the Customer.

(b) More Than One Customer Served:

If the Extension is to serve a group of Customers, refunds of the Cash Advance for Construction will be made annually based upon Actual Revenue received from Customers served by the Extension. If additional Customers are served from additional Line Extensions, refunds may be given as set forth in paragraph (d), which is below.

(c) Revenue Credit Given – Partial Cash Advance Required:

If the Customer is given a Revenue Credit, the Customer then may be required to make a Cash Advance for Construction for the Revenue Deficiency. Refunds will then be made only from Actual Revenue received from other Customers served when additional Line Extensions are constructed. Refunds or appropriation of the advance will be made as set forth in the following paragraph (d).

(d)
$$R = \frac{E - C}{48} \times (48 - M)\text{, where:}$$

R = the amount of the refund,
E = the Estimated Revenue from Permanent Customers served from additional Line Extensions,
C = the Estimated Extension Cost for the additional Extensions,
M = the number of months since the Completion Date.

Note that in no case will refunds from electric bill and one-time refunds exceed the Customer's Advance for Construction.

(e) The Company will reduce or waive the Customer Contribution when portions of a Line Extension are a service betterment for existing lines which constitute an upgrade or improvement that the Company would pursue even if the Customer had not requested the Line Extension.

Following the payment of a Customer Contribution, the Company will reconcile refund balances at the end of the first twelve (12) months of the Revenue Period and thereafter annually. The interest rate that will be applied to balances subject to refund will be the annual Commission-approved interest rate for customer deposits.

(2) Revenue Guarantee Account:

Customers may enter into a Line Extension Agreement for a term that commences at the beginning of the Revenue Period. At the end of the Revenue Period, the Company will determine if there is an Ending Revenue Deficiency. If there is an Ending Revenue Deficiency, Cost of Capital Charges will be assessed. The Ending Revenue Deficiency and the Cost of Capital Charges will then be due within thirty (30) days of billing.

If additional Line Extensions are to be connected to the original Line Extension, the Company must be notified in advance but no earlier than 30 days prior to such extension by the original customer at the Address for Notice. Thereafter, any Actual Revenue received from Customers served from the additional Extensions must first cover the cost of the additional Extension, including transformers, before it can be applied to the original Customer's Customer Contribution. When a Customer enters into a Revenue Guarantee to offset the Extension Cost, the Actual Revenue can come from the Customer entering into the Line Extension Agreement and other Customers who are later served from the Line Extension. If at the end of a Line Extension's term there is an expectation that the Actual Revenue will equal or exceed the Extension Cost within an additional two (2) year period, at the Company's option, the Line Extension Agreement's term may be extended by two (2) years.

The above terms related to Revenue Guarantee Accounts apply to individual residential Customers, commercial and industrial Customers, land developers, residential subdivision developers, and commercial and industrial subdivision/park developers.

OPTION 2: LINE EXTENSIONS BUILT BY THE CUSTOMER

1. General

Customers desiring new Line Extensions may choose to have the Extension constructed by a competent and qualified electrical contractor. After construction and acceptance, the Customer shall sell the Line Extension to the Company for $1.00 for its use in serving end-users.

Customers may choose to have only the underground structural portion of the Underground Line Extension constructed by a competent and qualified contractor. The underground structural portion of the Underground Line Extension includes all trenching, bedding, backfilling and required compaction, duct, concrete pullboxes, pull-box lids, Secondary Service enclosure, transformer pad and pullbox and transformer protection from vehicular traffic. After construction and acceptance by the Company of the structural portion of the Underground Line Extension, the Customer shall sell the underground structural system shall to the Company for $1.00 for its use in serving end-users.

In recognition of the need to protect the public from electrical hazards, and the need for structural and electrical systems which are useful and safely maintainable over a normal and customary service life, the following will govern the construction of customer-built electrical systems.

2. Design and Construction Specifications

The Company will design the Line Extension required to serve the Customer, in accordance with the Company's standards and specifications, and shall provide the design drawings and specifications to the Customer. The Customer shall pay the Company for applicable design costs at the time of the closing of the Line Extension sale, which are refundable to the Customer in accordance with this Option 2, paragraph 11.

3. Material Specifications

The Company shall specify all materials and equipment to be used in the Line Extension including, but not limited to, wire, cable, conduit, transformers, poles, fixtures, switchgear, relays, capacitors, and insulators. The Customer shall be free to acquire said materials from any source, provided that all materials shall be from Company-approved manufacturers and meet the specifications as promulgated by the Company that are in effect at the time the Company begins construction on the Line Extension.

4. Quality Control and Assurance

The Customer agrees to comply with Company specifications for materials, equipment, and construction standards. In order to assure compliance, the Company 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 Customer or contractor and shall certify 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 and all other matters relating to the quality control of the Line Extension construction.

The Customer agrees to pay the Company at the closing of the sale of the Line Extension for the Company's reasonable costs incurred in the inspection of the Line Extension. The inspection costs are refundable in accordance with this Option 2, paragraph 11.

5. Easements and Rights-of-Way

The Company will secure all required firm rights-of-way and permits for customer-built Line Extensions in accordance with Rights-of-Way (Easements) above located in the Policies Section under Paragraph A (General) 5, and the Customer shall pay the Company for all costs incurred by the Company for right-of-way acquisition. The Customer, at its option, can secure all required firm rights-of-way and permits. In this case, the following will apply:

a. The Customer shall provide to the Company easements and rights-of-way in a format approved by Company in its sole discretion, that reflects the as-built configuration and location of the Line Extension.

b. The Company will assist the Customer in securing rights-of-way necessary for the Extension, if requested. The Customer shall pay the Company for such assistance.

c. The Customer shall pay the Company for its reasonable costs incurred to verify the easements and rights-of-way. Right-of-way verification must be completed prior to closing of the Line Extension sale.

d. All right-of-way costs incurred by the Company shall be paid by the Customer at the time of closing of the Line Extension sale. Such rights of way are refundable in accordance with paragraph 11 of this Option 2.

6. Licensing Requirements and Compliance with Required Governmental Inspections

The Customer shall only use those contractors who are properly qualified and licensed, in accordance with any applicable state and local law and regulation, to construct the Line Extension. The Customer shall also obtain from the contractor and transfer to Company at the closing of the sale of the Line Extension a one-year workmanship warranty as well as any standard equipment warranties for the Line Extension's components. The Customer agrees to comply with all applicable state and local construction inspection requirements.

7. Meters

The purchase and installation of Meters will be the sole responsibility of the Company.

8. Purchase of System and Resulting Tax Liability

After the Line Extension has been constructed, and accepted by the Company's construction inspector, the Customer agrees to sell to the Company and the Company agrees to buy the Line Extension for $1.00. This sale shall be free of any liens or encumbrances.

Should any gross receipts tax liability to the Company result from the sale, the Customer agrees to pay the cost of said tax liability.

The Company and the Customer shall execute an agreement (Customer-Built Line Extension) to transfer the property and to make the Customer eligible for refunds in accordance with paragraph 11 of this Option 2.

9. Property Records at the Time of Sale

The Customer agrees to supply to the Company its actual cost incurred in constructing the Line Extension so that proper accounting of the extension may be made by the Company. The Company will review the actual costs and may, at its sole discretion, request further documentation to support the submitted actual costs. Further, the Company may, at its sole discretion, reject such costs that after review it deems unreasonable. Those costs rejected by the Company shall reduce the Customer's total actual costs, which may affect the amount of the Construction Refund Cap. The Company agrees to keep the Line Extension costs incurred by the Customer confidential unless the Company is required to disclose this information to regulatory or other governmental agencies or bodies.

10. Liability for the Line Extension

Commencing with the date of sale of the Line Extension to the Company, the Company will assume full and complete operating responsibility for the Extension. The Customer shall be liable for the direct and indirect consequences of any defects or failures of the Line Extension constructed by the Customer for a period of one (1) year from the date of acceptance, unless such defects or failures arise from the Company's design, specifications, or improper operation of the Extension.

11. Refunds for Customer-Built Line Extensions

a. At the time of sale of the Line Extension to the Company, the Customer may receive an initial refund payment based upon the installation of permanent Meters. The revenue refund payment is based on the Estimated Revenue from the Meters over the Revenue Period and cannot exceed the Construction Refund Cap. In such cases, the amount subject to refund will be computed using the following formula:

(1)	Construction Refund Cap	$________
(2)	Total Revenue Credit for the Revenue Period (Estimated Revenue)	$________
(3)	Amount Subject to Refund (Line 1 less Line 2)	$________

The Customer must enter into a Line Extension Agreement with the Company to make the Customer eligible for refunds.

b. The Amount Subject to Refund will be refunded by the Company as follows:

(1) The Company will refund at the end of each Revenue Period's twelve- (12-) month periods to the Customer the Actual Revenue from such period above the Revenue Credit already given for the same twelve- (12-) month period or reduce the refundable portion by Actual Revenue from the twelve- (12-) month period below the Revenue Credit already given for such twelve- (12-) month period. At no time will the Company ever refund in total more than the Construction Refund Cap.

(2) The Company must review the account at the end of each of the Revenue Period's twelve- (12-) month periods. If at the end of a twelve- (12-) month period or the Revenue Period the total Actual Revenue exceeds the Construction Refund Cap, the Company must refund the entire amount subject to refund to the Customer.

(3) If notified, in advance, at the Address for Notice by the customer that built the original line extension, the Company will refund an amount equal to the Actual Revenue over the Revenue Period or the Estimated Revenue of each new customer connected to the customer-built Line Extension, less an amount equal to the Estimated Extension Cost of the additional Extensions, including transformers. No refund shall be made for Customers connected to a new Line Extension off the original Line Extension unless the new Extension and customers are within the area exactly described in the original Line Extension agreement. The total of all such refunds shall in no case exceed the Construction Refund Cap. Refunds will be made annually or at shorter intervals at the option of the Company.

c. If the Line Extension is generating sufficient revenue in the fourth (4^{th}) twelve-month period of the Revenue Period to cover the Company's fixed costs, the Company will extend the Line Extension Agreement for an additional two (2) years.

C. SPECIAL UNDERGROUND SERVICE PROVISIONS

A. Secondary Voltage Underground Extensions:

1. Permanent New Residential Customers:

(1) Overhead System:

Where 120/240 volt service is readily available from an existing overhead system, the Company will install, own, and maintain a pole riser, riser base, secondary service enclosure, and service conductors up to the Maximum Run for providing single phase underground secondary service to a Customer. The cost of installing the service enclosure and the pole riser installation shall be borne by the Customer. The Customer will supply, install, own, and maintain the conduit system from service enclosure to the Meter enclosure. The Customer-supplied conduit system must meet Company specifications and local code requirements.

(2) Underground System:

Where 120/240-volt service is readily available from an existing underground system, the Company will install, own, and maintain service conductors up to the Maximum Run for single phase service, in a customer supplied, owned, and maintained conduit system, from the nearest Company transformer or service enclosure to the Point of Delivery. The location of both points will be designated by the Company. The Customer-supplied conduit system must meet Company specifications and local code requirements.

2. Point of Delivery:

The Point of Delivery for individually served and metered residential Permanent Customers requesting underground service shall be the Meter enclosure.

When multiplex residential units (duplex and above) have their Meters grouped and connected into a common gutter, the Point of Delivery shall be at a Company-owned Secondary Service enclosure or transformer as designated by the Company.

The Point of Delivery for all other Customers requesting underground service shall be the low voltage terminals of the Company's transformation unless another Point of Delivery is specified by the Company.

Customers will provide, own, and maintain all facilities beyond the Point of Delivery.

3. Residential Subdivisions:

In a residential subdivision, normally Underground Line Extensions must be made before construction of houses begins. The Company will install an underground distribution system in a filed, dedicated subdivision after the developer has met Company requirements pertaining to the installation of other utilities and has entered into a Line Extension Agreement covering the number of residential lots to be served, the location of any necessary overhead express feeder lines, the Revenue Guarantee Obligation, the Adequate Security, and other necessary conditions as determined by the Company. The developer's Revenue Guarantee Obligation for an underground residential system will be determined using then-current material and construction costs.

No overhead or underground Secondary Voltage services will be extended from the overhead express feeder lines.

4. Commercial and Industrial Customers:

The Company will install an underground Primary Voltage or Secondary Voltage Extension to serve a commercial or an industrial Customer after the Customer has entered into a Line Extension Agreement (if needed) covering the location of the Company's new Overhead and Underground Extensions, the amount of the Revenue Guarantee Account, if applicable, and the method of securing payment of the Revenue Guarantee Account. Commercial areas designated or committed to underground facilities by the Company and/or the developer or any regulatory body will only be served underground.

Commercial and industrial customers will provide, own and maintain all facilities beyond the Point of Delivery for both overhead and underground service.

5. Conversion of Overhead Facilities to Underground Facilities:

a. Residential Service Drops:

If a residential Customer requests conversion of the Customer's existing overhead service drop to underground service; the Company will, at the Customer's expense, install underground service conductors up to the Maximum Run if the following four (4) conditions are met:

(1) The Customer supplies and installs the pole riser, riser base, Secondary Service enclosure, and any conduit between the riser base and the service enclosure. After the installation of the above facilities, the Company will

assume ownership and maintenance of these facilities. The customer must also grant any needed firm easements for this installation and for future Underground Line Extensions from the service enclosure to adjacent lot(s) as required.

(2) The customer supplies, and installs, owns and maintains the conduit system from the riser base or service enclosure to the Meter enclosure. The conduit system must meet Company and local code requirements.

(3) The customer makes any changes to the Customer’s own service entrance equipment necessary to accommodate the new underground service.

(4) The Customer pays the Company the then-current estimated cost to install and remove the overhead service drop.

The cost of installing the service pedestal and the pole riser installation shall be borne by the Customer and the Company shall own and maintain the service pedestal and the pole riser installation.

B. Primary Voltage Distribution Facilities

If the Company, in response to a Customer request, agrees to replace the Company's existing overhead facilities with underground facilities, the Customer shall pay the Company in advance the estimated installed cost of the Company's new underground facilities plus the estimated cost to remove the existing overhead facilities less the estimated salvage of the removed overhead facilities.

Commercial and industrial customers will provide, own, and maintain all facilities beyond the new Point of Delivery.

D. TEMPORARY SERVICE

A Customer requesting Temporary Service shall pay the Company in advance the estimated cost of equipment plus installation and removal expenses, less the estimated salvage value. The cost of the equipment plus installation shall be calculated in the same manner as for permanent service. The removal expenses will be estimated based on the specific equipment and installation used for the Customer and the most current standard labor cost estimates. Salvage value will be based on the specific equipment and the market value of the equipment at the time the estimate is provided.

E. SPECIAL SERVICES

1. Dual Feeders:

Any customer requesting an alternate Primary Voltage line in addition to the regular main Primary Voltage line shall either make a Customer Contribution in the amount of the Estimated Cost of the Primary Voltage Extension (including substation facilities),or enter into a written agreement to pay a monthly facilities charge equal to the Company's fixed costs on the alternate Extension. To the extent that the alternate Extension requires a reservation of distribution capacity, the Customer will be charged a Reserved Distribution Capacity Charge, as provided in the Customer's applicable rate schedule.

2. Transmission Voltage Service:

Electric service from the Company's Transmission Voltage system is available at the Company's option to customers whose electrical load is of such magnitude or unusual character that it should not be served otherwise. The Customer shall be responsible for providing or funding all transformation equipment, which must be in accordance with Company specifications. The total cost of the transmission Line Extension (including metering) shall be subject to a monthly facilities charge. The Company, at its option, may require a Customer Contribution for all or a portion of the construction cost of the Extension.

3. Private Security Lighting or Area Lighting:

Dusk to dawn security lighting service is available in the Company's service area under the terms and conditions of the applicable tariff rate schedule. If 240-volt overhead service is readily available within the Maximum Run, the Company will install a standard fixture on an existing wood pole or new wood pole located as mutually agreed to by the Company and Customer. If 240-volt overhead service is not readily available within the Maximum Run, the Extension Cost will be borne by the Customer. All requests for service from an underground system must be negotiated separately with the Company, as this lighting service is not available in all underground situations.

The Company retains the right to remove a security light if it is damaged or vandalized repeatedly.

4. Load Requests Greater Than 750 kVA:

Upon any customer request for service that requires a transformer greater than 750 kVA, EPE will request verification from the customer including, if applicable, from the customer's certified electrician, of tenant status and type and electrical load characteristics of planned equipment to assess planned Connected Load. Any requests from customers verifying planned Connected Load will be addressed under Section B of this line extension policy including any applicable Customer Contribution requirements. If the customer does not verify planned Connected Load, EPE will provide, at minimum, a 750 kVA transformer, or a transformer sized to the verified load, and will reserve distribution capacity for the planned Connected Load for no more than one year after installation of the transformer.

If the customer later verifies additional planned Connected Load, EPE will provide a larger kVA transformer as applicable but not exceeding the reserve distribution capacity amount, and the Customer will be managed going forward under Section B of this line extension policy.

However, if planned Connected Load requiring a larger transformer is not verified during the first twelve months after installation of the transformer, EPE will bill a Distribution Capacity Reservation Charge to any customer that requests to hold the reservation beyond the twelve-month period. The charge will be a one-time, non-refundable charge to reserve the requested capacity for an additional twelve-month period after which the reservation will terminate. It will be calculated as an annualized minimum demand charge based on the difference of the requested load and the installed transformer capacity at the end of the initial twelve-month period.

5. Load Requests at Distribution Voltage for 30 MW or Greater:

Any customer seeking interconnection at distribution voltage for a 30,000 kW or higher load will be responsible for the costs of any unplanned substation upgrades, as well as transmission line upgrades, if applicable, that are required for the requested service (the Transmission Upgrades) as dedicated facilities. If the customer chooses that EPE install, operate and maintain the distribution facilities, the customer will be responsible for the costs of the Transmission Upgrades via an Infrastructure Capacity Charge and cost recovery guarantee that will be estimated at the time of the service request. The fee will be based on investment required to build out infrastructure to satisfy the needs of the development. The Company and the customer will enter into a written agreement addressing the cost recovery guarantee as well as the Infrastructure Capacity Charge and the period of time over which it will be paid. If the customer chooses to not move forward with their project, EPE will allow a refund of any unused funds towards construction efforts that had begun in good faith.

F. PUBLIC STREET LIGHTING, FREEWAY LIGHTING AND TRAFFIC SIGNAL LIGHTS

1. Company-Owned Street Lighting:

Street lighting systems are normally installed, owned and maintained by the Company. Only Company-specified standard street lighting components are used in the installations. Street lighting service is available to all city, town, village, county and state governmental entities (hereinafter referred to as "City") and will be installed only after the appropriate installation and billing authorization is received by Company in writing. This lighting service is also available to public schools for street, parking, and area lighting. All lighting service will be provided and billed under the applicable rate schedules.

a. Lights Served from Overhead Lines:

In areas with overhead electric distribution lines, streetlights are installed on existing wood poles. If the desired location of the new light does not have an existing pole, the Company will install one additional pole for each streetlight at no cost. If additional facilities are required in order to provide service to the light, the City, state entity, or school shall pay the Extension Cost as a Customer Contribution.

b. Lights Served from Underground Facilities:

In areas with underground electric distribution lines, streetlights (including a standard wood pole) will be installed at a location designated by the City and agreed to by the Company. The Company will also install the underground conduit, service wire, and related facilities as needed. Where streetlights are requested to be served underground and are installed by the Company and the street light installation will be owned by the Company, the Customer shall make a Customer Contribution for the difference between the cost of the Underground Line Extension and the four-year estimated revenue if there is a difference. The Company will install street light poles only on streets or main thoroughfares that are paved and have curbs and gutters.

2. City-Owned Street Lighting:

If a City desires to own streetlights that are to be installed by the Company, the City shall pay the Company the total installed cost incurred by the Company. The Company will operate and maintain the lights under the applicable rate schedule (Note 1: not all rates include maintenance). If the City specifies the materials and installation standards, they must be agreed to by the Company.

a. Lights Served from Overhead Lines:

In overhead served areas, the Company shall install all requested lights and related facilities at the City's cost.

b. Lights Served from Underground Facilities:

In underground distribution areas, the Company or the City may provide and install the streetlights at the City's cost. If the City provides and installs the lights (or requires a third party to do so) the Company will not assume any responsibility for operation or maintenance until after the light is connected and in service. If the Company is asked to make a connection to a new City-installed light and is unable to do so because of a faulty installation by the City, a charge for the service call equal to the Company's actual cost will be made.

3. State or City- Owned Street or Freeway Lighting:

In Franchised Areas, the Company may contract with the City to operate and maintain street lighting installed and owned by the State of New Mexico. In some cases, the Company may contract with a county for Interstate Highway lighting only. In the absence of such a contract, electric service for State-owned street lighting systems shall be provided under the Company's standard practice for metered commercial services and billed under the applicable rate schedule. The same terms apply to State-owned traffic signals, sign lighting, etc.

4. Relocation of Street Lights:

Street lighting facilities will be relocated for the benefit or convenience of a Customer only when written approval of the new location is received from proper county or municipal authorities and when the Customer making the request bears all relocation cost.

5. Lights in New Subdivisions with Underground Electric Facilities:

If streetlights are to be installed in a subdivision, the locations shall be mutually agreed to by the City and the Company before the Company designs its underground distribution system. The necessary conduit shall be installed from the nearest Company power source location to the proposed light pole location at the time of the subdivision development. Payment for these costs will be negotiated between the parties.

6. General Information

If the City or school desires to convert an existing Company-owned mercury vapor fixture to a high pressure sodium vapor fixture or LED fixture, the City or school shall pay all the labor costs associated with the conversion and purchase the old mercury vapor fixture from the Company at the un-depreciated value.

G. REMOVAL AND RELOCATION

A Customer requesting the removal and/or relocation of Company facilities shall bear all costs incurred by the Company in completing the removal and/or relocation. Should a request involve providing electric service simultaneously to new or additional electrical loads, the cost incurred by the Company in completing the removal and/or relocation shall be combined with the estimated cost to provide service. This applies to the removal and/or relocation of Company facilities that will physically interfere with the development of a property or construction of a new building(s), but does not apply to the removal and/or relocation of Company facilities simply as a matter of preference or for aesthetic reasons. If removal and/or relocation causes operating problems for the Company or is objectionable to other parties, the Company may refuse to remove and/or relocate the facilities. Relocation of the Company facilities is contingent upon the Company's securing all necessary rights of way.

H. AFTER HOURS RATE

A Customer requesting the Company to perform work on an overtime basis shall be required to pay appropriate after-hours rate.

I. RENTAL OF COMPANY EQUIPMENT

The Company will rent certain equipment to customers on a short-term emergency basis, provided the items of equipment are not immediately available from local suppliers and the Company has a sufficient supply of such items in stock to meet its operating requirements. The terms and conditions of the rental transaction shall be specified in writing.

J. SALE OF COMPANY INSTALLED FACILITIES

The Company, in response to a Customer request, may, in its sole discretion, sell Company facilities, in place, as is, for the estimated replacement cost less depreciation on replacement cost, if:

(1) The facilities are solely for the purpose of serving the customer, and

(2) The Customer is changing or expanding his electrical facilities in a manner that will include the Company's facilities as an integral part of the Customer's facilities.

K. IMPAIRED LINE CLEARANCE

Any Customer who installs or constructs any permanent or temporary structure(s) that constitutes an Impaired Clearance of the Company's existing transmission, substation, express feeder, street light or distribution line facilities, or any combination thereof, shall bear all costs incurred by the Company in the reconstruction or relocation, or both, necessary to remove any and all Impaired Clearances. The customer shall notify the Company as soon as possible of any existing or anticipated Impaired Clearances. In accordance with Section 1(A) of Second Revised Rule 7 of the Company's New Mexico Rules and Regulations approved by the New Mexico Public Regulation Commission, the Company may discontinue utility service to a customer without prior notice in the event of a condition determined by the Company to be hazardous.

EL PASO ELECTRIC COMPANY
THIRD REVISED RULE NO. 13
CANCELLING SECOND REVISED RULE NO. 13

INCREASE OR DECREASE OF CONNECTED LOAD

X

Customers shall not increase the connected load except upon written notice to the Company. In the event of any such increase, the customer shall pay for such increased or altered service pursuant to the appropriate tariff schedule(s). If requested by the Company, the Customer will execute a new Agreement for the Purchase of Electric Service at the Company's regular published rates covering the total connected load as so increased. In all cases in which new facilities are required to serve the increased load, the Customer must execute a new Line Extension Agreement.

The Company's service conductors, transformers, meters and other devices used to supply electric energy to the Customer each have a definite capacity, and no addition to the Customer's Installed Connected Load thereto will be permitted until the Customer has secured the Company's consent. A violation of this rule makes the Customer liable for any damage resulting there from and can result in the disconnection of service if, in the judgment of the Company, the increased load that has been added without consent of the Company has damaged or may damage the Company’s facilities. In case the Customer's Connected Load is decreased, it is the responsibility of the Customer to notify the Company, in writing, of such decrease before obtaining any benefit in rates from such decrease

Advice Notice No. 317

Signature/Title /s/ James Schichtl
James Schichtl
Vice President-Customer and
Regulatory Solutions

EL PASO ELECTRIC COMPANY

REVISED TABLE OF CONTENTS

SAMPLE OF FORMS

Advice Notice No. 317

Signature/Title */s/ James Schichtl*
James Schichtl
Vice President - Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY

REVISED TABLE OF CONTENTS

SAMPLE OF FORMS

Advice Notice No. 317

Signature/Title */s/ James Schichtl*

James Schichtl
Vice President - Customer and Regulatory Solutions

EL PASO ELECTRIC COMPANY
SECOND REVISED SAMPLE FORM NO. 42 X
CANCELLING FIRST SAMPLE FORM NO. 42 X

ADVANCED METERING SYSTEM
OPT-OUT ACKNOWLEDGEMENT FORMS

(SEE ATTACHMENT)

Advice Notice No. 317

Signature/Title /s/ James Schichtl
James Schichtl
Vice President – Customer and Regulatory Solutions

Pre-AMS Installation Opt-Out Form for Electronic Signature

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]
[MAILING CITY STATE ZIP]

Dear El Paso Electric (EPE) Customer,

In its Case No. 21-00269-UT, the New Mexico Public Regulation Commission (NMPRC or Commission) approved El Paso Electric's (EPE's) request to implement an Advanced Metering System (AMS), and the advanced meters will become EPE's standard meters. However, a customer may choose to opt out of advanced metering installation and service (referred to as "opt-out metering service").

You may request that EPE not install an advanced meter at your premise. In order to retain the existing meter or to choose a digital non-communicating meter option, you must electronically sign this document and submit payment of the applicable Non-Refundable One-Time Fee listed below by [MM/DD/YYYY]. EPE cannot initiate the process to provide opt-out metering service before it has received your payment and an electronically signed acknowledgement form. Once your request has been completed, you will also be required to pay the Monthly Fee shown below, which will be included in your monthly electric bill.

If you refuse the installation of an advanced meter at your premise and do not sign the Opt-Out form, you will automatically be opted out of the AMS program. Your existing meter will remain in place or, at your request, may be replaced with a digital non-communicating meter, and you will be charged the Commission Approved Fees below.

If you have any questions regarding EPE's Smart Meter program or Opt-Out Metering Service, please call EPE Customer Service at (575) 526-5555.

Commission Approved Fees

Non-Refundable One-Time Fee (Options):

☐ Option A: Retain existing meter*	$ 26.00	X
☐ Option B: Replace existing meter with a digital non-communicating meter	$ 112.50	X
Monthly Fee** (same for all meter types):	$ 10.00	X

**If your existing meter does not meet accuracy and safety standards, it must be replaced with a digital non-communicating meter, and the Option B fee will apply instead.*
***The Monthly Fee is in addition to all other applicable charges, including charges for electric service and the monthly AMS Rider, and is subject to change upon approval by the NMPRC.*

Be advised of the following limitations for opt-out metering service:

- You will be required to pay the non-refundable costs associated with the initiation of opt-out metering service and the ongoing costs associated with the manual reading of the meter, billing, and other fees and charges that may be assessed by EPE that are associated with the opt-out metering service.
- You may experience longer restoration times in case of a service interruption or outage.
- You are required to provide EPE with sufficient access to properly operate and maintain the meter, including reading and testing the meter.

In order to complete your request to retain the existing meter or replace it with a digital non-communicating meter option, you must:

- Select one of the Non-Refundable One-Time Fee options above,
- Electronically sign the acknowledgement form, and
- Pay the applicable Non-Refundable One-Time Fee listed above for your selected option.

Failure to complete these steps by [MM/DD/YYYY] will result in the replacement of your existing meter with a standard advanced meter.

Acknowledgement: I understand and accept the above fees, requirements, and limitations associated with opt-out metering service and hereby request that you initiate opt-out metering service at the address above.

X
____
ELECTRONIC SIGNATURE

Electronic Signature Acknowledgment

Upon receiving an electronic acknowledgement that the customer has signed the form, a new page will display with the following:

You have successfully signed the request to proceed with opting out of an advanced meter. To complete this transaction, you must submit the one-time fee of $[amount for option selected]. Payment can be made via credit or debit card below.

Click here to pay for opting-out of advanced meter service.

Post-AMS Installation Opt-Out Form for Electronic Signature

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]
[MAILING CITY STATE ZIP]

Dear El Paso Electric (EPE) Customer,

In its Case No. 21-00269-UT, the New Mexico Public Regulation Commission (NMPRC or Commission) approved El Paso Electric's (EPE's) request to implement an Advanced Metering System (AMS), and the advanced meters will become EPE's standard meters. However, a customer may choose to opt out of advanced metering installation and service (referred to as "opt-out metering service").

You may request that EPE replace the existing advanced meter at your premise with a digital non-communicating meter. In order to complete this request, you must electronically sign this document and pay the Non-Refundable One-Time Fee. EPE cannot initiate the process to provide opt-out metering service before it has received your payment and an electronically signed, acknowledgement form. Once your request has been completed, you will also be required to pay the Monthly Fee shown below, which will be included in your monthly electric bill.

However, if the Opt-Out form is not signed, you will automatically be opted out of the AMS program. Your existing advanced meter will be replaced with a digital non-communicating meter, and you will be charged the Commission Approved Fees below.

If you have any questions regarding EPE's Smart Meter program or Opt-Out Metering Service, please call EPE Customer Service at (575) 526-5555.

Commission Approved Fees
Non-Refundable One-Time Fee:

- Replace existing advanced meter with a digital non-communicating meter $145.50 X

X

Monthly Fee* (same for all meter types): $ 10.00

**The Monthly Fee is in addition to all other applicable charges, including charges for electric service and the monthly AMS Rider, and is subject to change upon approval by the NMPRC.*

Be advised of the following limitations for opt-out metering service:

- You will be required to pay the non-refundable costs associated with the initiation of opt-out metering service and the ongoing costs associated with the manual reading of the meter, billing, and other fees and charges that may be assessed by EPE that are associated with the opt-out metering service.
- You may experience longer restoration times in case of a service interruption or outage.
- You are required to provide EPE with sufficient access to properly operate and maintain the meter, including reading and testing the meter.

Please electronically sign below if you wish to proceed with a digital non-communicating meter.

Your request will be completed within 30 days of receipt of the signed acknowledgement form and full payment of the Non-Refundable One-Time Fee.

Acknowledgement: I understand and accept the above fees, requirements, and limitations associated with opt-out metering service and hereby request that you initiate opt-out metering service at the address above.

X

ELECTRONIC SIGNATURE

Electronic Signature Acknowledgment

Upon receiving an electronic acknowledgement that the customer has signed the form, a new page will display with the following:

You have successfully signed the request to proceed with opting out of an advanced meter. To complete this transaction, you must pay a one-time fee of $[amount for option selected]. Payment can be made via credit or debit card below or you may request that the fee be assessed on your next electric bill. Your request will be completed within 30 days after EPE receives payment.

Click here if you want to pay now and have the digital non-communicating meter installed in the next 30 days.

Click here if you want to have the fee assessed on your next electric bill and the digital non-communicating-meter installed within 30 days after EPE receives payment of that invoice.

Pre-AMS Installation Opt-Out Form for Hard Copy Signature

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]
[MAILING CITY STATE ZIP]

Dear El Paso Electric (EPE) Customer,

In its Case No. 21-00269-UT, the New Mexico Public Regulation Commission (NMPRC or Commission) approved El Paso Electric's (EPE's) request to implement an Advanced Metering System (AMS), and the advanced meters will become EPE's standard meters. However, a customer may choose to opt out of advanced metering installation and service (referred to as "opt-out metering service").

You may request that EPE not install an advanced meter at your premise. In order to retain the existing meter or to choose a digital non-communicating meter option, you must sign this acknowledgement form and return it to EPE with the applicable Non-Refundable One-Time Fee listed below by [MM/DD/YYYY]. EPE cannot initiate the process to provide opt-out metering service before it has received your payment and this signed acknowledgement form. Once your request has been completed, you will also be required to pay the Monthly Fee shown below, which will be included in your monthly electric bill.

If you refuse the installation of an advanced meter at your premise and do not sign the Opt-Out form, you will automatically be opted out of the AMS program. Your existing meter will remain in place or, at your request, may be replaced with a digital non-communicating meter, and you will be charged the Commission Approved Fees below.

If you have any questions regarding EPE's Smart Meter program or Opt-Out Metering Service, please call EPE Customer Service at (575) 526-5555.

Commission Approved Fees

Non-Refundable One-Time Fee (Options):

☐ Option A: Retain existing meter*	$ 26.00	X
☐ Option B: Replace existing meter with a digital non-communicating meter	$ 112.50	X
Monthly Fee** (same for all meter types):	$ 10.00	X

**If your existing meter does not meet accuracy and safety standards, it must be replaced with a digital non-communicating meter, and the Option B fee will apply instead.*
***The Monthly Fee is in addition to all other applicable charges, including charges for electric service and the monthly AMS Rider, and is subject to change upon approval by the NMPRC.*

Be advised of the following limitations for opt-out metering service:

- You will be required to pay the non-refundable costs associated with the initiation of opt-out metering service and the ongoing costs associated with the manual reading of the meter, billing, and other fees and charges that may be assessed by EPE that are associated with the opt-out metering service.
- You may experience longer restoration times in case of a service interruption or outage.
- You are required to provide EPE with sufficient access to properly operate and maintain the meter, including reading and testing the meter.

In order to complete your request to retain the existing meter or replace it with a digital non-communicating meter option, you must:

- Select one of the Non-Refundable One-Time Fee options above by checking the appropriate box,
- Sign below and return this acknowledgement form to EPE at the address below, and
- Enclose your payment of the applicable Non-Refundable One-Time Fee listed above for your selected option.

El Paso Electric
P.O. Box 982
El Paso, Texas 79960

Failure to complete these steps by [MM/DD/YYYY] will result in the replacement of your existing meter with a standard advanced meter.

Acknowledgement: I understand and accept the above fees, requirements, and limitations associated with opt-out metering service and hereby request that you initiate opt-out metering service at the address above.

Customer Signature Acknowledgment

____
Customer Account Number

____
Premise Address

____
Premise City, State, Zip Code

______________________________ ______________________________
Customer Signature Date

______________________________ ______________________________
Customer Printed Name Phone Number/Email

Post-AMS Installation Opt-Out Form for Hard Copy Signature

[DATE]
[CUSTOMER NAME]
[MAILING ADDRESS]
[MAILING CITY STATE ZIP]

Dear El Paso Electric (EPE) Customer,

In its Case No. 21-00269-UT, the New Mexico Public Regulation Commission (NMPRC or Commission) approved El Paso Electric's (EPE's) request to implement an Advanced Metering System (AMS), and the advanced meters will become EPE's standard meters. However, a customer may choose to opt out of advanced metering installation and service (referred to as "opt-out metering service").

You may request that EPE replace the existing advanced meter at your premise with a digital non-communicating meter. In order to complete this request, you must sign this acknowledgement form and pay the Non-Refundable One-Time Fee listed below. EPE cannot initiate the process to provide opt-out metering service before it has received your payment and signed acknowledgement form. Once your request has been completed, you will also be required to pay the Monthly Fee shown below, which will be included in your monthly electric bill.

However, if the Opt-Out form is not signed, you will automatically be opted out of the AMS program. Your existing advanced meter will be replaced with a digital non-communicating meter, and you will be charged the Commission Approved Fees below.

If you have any questions regarding EPE's Smart Meter program or Opt-Out Metering Service, please call EPE Customer Service at (575) 526-5555.

Commission Approved Fees
Non-Refundable One-Time Fee:

- Replace existing advanced meter with a digital non-communicating meter $145.50

X
X

Monthly Fee* (same for all meter types): $ 10.00

**The Monthly Fee is in addition to all other applicable charges, including charges for electric service and the monthly AMS Rider, and is subject to change upon approval by the NMPRC.*

Be advised of the following limitations for opt-out metering service:

- You will be required to pay the non-refundable costs associated with the initiation of opt-out metering service and the ongoing costs associated with the manual reading of the meter, billing, and other fees and charges that may be assessed by EPE that are associated with the opt-out metering service.
- You may experience longer restoration times in case of a service interruption or outage.
- You are required to provide EPE with sufficient access to properly operate and maintain the meter, including reading and testing the meter.

Please sign below and return this acknowledgment form to the following address with your payment if you wish to proceed with a digital non-communicating meter.

El Paso Electric
P.O. Box 982
El Paso, Texas 79960

Your request will be completed within 30 days of receipt of the signed acknowledgement form and full payment of the Non-Refundable One-Time Fee.

Acknowledgement: I understand and accept the above fees, requirements, and limitations associated with opt-out metering service and hereby request that you initiate opt-out metering service at the address above.

Customer Signature Acknowledgment

____
Customer Account Number

____
Premise Address

____
Premise City, State, Zip Code

Customer Signature	Date
Customer Printed Name	Phone Number/Email