

**TEXAS-NEW MEXICO POWER COMPANY
TARIFF FOR RETAIL DELIVERY SERVICE**

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6.1.3.3.10.2 Miscellaneous Competitive Energy Charges

Charge for any miscellaneous services performed at the request of the REP, not currently being provided for in the area that the REP is requesting the service. Company charges will be an amount sufficient enough to recover all Company costs

6.1.3.3.11 Competitive Metering Charges

6.1.3.3.11.1 Competitive Meter Installation Service Fee

Fee for the installation of an ERCOT approved meter that is owned by a third-party other than the Company.

Self-Contained Competitive Meter

Installation Service fee during business hours	\$145.00
Installation Service fee outside business hours	\$215.00
Testing and Programming fee for Meters that fail acceptance testing	\$20.00

Transformer Rated Competitive Meter

Installation Service fee during business hours	\$180.00
Installation Service fee outside business hours	\$270.00
Testing and Programming fee for Meters that fail acceptance testing	\$25.00

6.1.3.3.11.2 Competitive Meter Removal Service Fee

Fee for the removal of an ERCOT approved meter that is owned by a third party other than the Company.

At request of meter owner – no Company default meter requested

During Business hours	\$100.00
Outside Business hours	\$150.00

6.1.3.3.11.3 Competitive Meter Physical Access Equipment Installation Service Fee

Fee for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter.

No Additional Service Call Required (<i>performed during initial meter installation</i>)	\$45.00
Additional Service Call Required (<i>performed after initial meter installation</i>)	\$150.00
Service Available only during business hours.	

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6.1.3.3.12 Additional Service Design

Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit. Calculated

6.1.3.3.13 Distributed Generation Meter Installation Fee

Fee for the installation of customer requested metering equipment, pursuant to Substantive Rule §25.213(b), to separately measure customer consumption and the outflow from installed customer owned distributed generation, at the distribution level. As Calculated

6.1.3.3.14 Interval Data Recorder (IDR) Equipment Installation

Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request.

During Normal Business Hours

As Calculated*

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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6.1.3.4 DISTRIBUTED GENERATION SERVICE

DISTRIBUTED GENERATION SERVICE (DGS)

AVAILABILITY

Company shall interconnect distributed generation (DG) as described in P.U.C. Substantive Rules 25.211 and 25.212 and pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation which is incorporated herein.

APPLICATION FOR INTERCONNECTION

A person seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein.

DEFINITIONS

- 5) Non-Peak Hours – will be in accordance with the standard rate schedule that DGS is taken in conjunction with, if applicable.
- 6) Peak Hours – will be in accordance with the standard rate schedule that DGS is taken in conjunction with, if applicable.
- 7) Scheduling Service – a service that establishes specific hourly schedules for the transmission of power, by coordinating the event among affected Control Areas. This service includes set up, modifications, confirmations, implementation, accounting and necessary reporting of the transaction, as well as supporting hardware and software systems for control and tracking of schedules
- 8) Service Study – an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a customer with DG. The study may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the Company's distribution system. The study may identify further studies needed for the interconnecting of larger DG units to the distribution system. An engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system may also be required. This study includes an analysis of the DG contribution to power flow, VAR flow, available fault current, effects on switched capacitors and the effects on voltage levels under normal and worst case situations.

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STUDY FEES

No Pre-Interconnection Study Fees will be assessed for DG units up to 500 kW that are pre-certified (as defined pursuant to the Commission DG rules as defined in this tariff), that export no more than 15% of the total load on a single feeder, and contribute no more than 25% of the maximum potential short circuit current on a single feeder.

<u>NON-EXPORTING</u>	<u>0 to 10kW</u>	<u>10+ to 500kW</u>	<u>500+ to 2000kW</u>	<u>2000+ to 10,000kW</u>
1. Pre-certified, not on network				
Study Fee	\$270	\$270	\$ 3,938	\$ 3,938
2. Not pre-certified, not on network				
Study Fee	\$270	\$270	\$ 3,938	\$ 3,938
3. Pre-certified, on-network				
Study Fee	\$270	\$270	\$ 7,055	\$ 7,055
4. Not pre-certified, on network (1)				
Study Fee	\$270	\$270	\$ 7,055	\$ 7,055
<u>EXPORTING</u>	<u>0 to 10kW</u>	<u>10+ to 500kW</u>	<u>500+ to 2000kW</u>	<u>2000+ to 10,000kW</u>
1. Pre-certified, not on network				
Study Fee	\$337	\$337	\$4,275	\$4,275
2. Not pre-certified, not on network				
Study Fee	\$337	\$337	\$4,275	\$4,275
3. Pre-certified, on-network				
Study Fee	\$337	\$337	\$7,392	\$7,392
4. Not pre-certified, on network				
Study Fee	\$337	\$337	\$7,392	\$7,392

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STANDBY/SUPPLEMENTAL SERVICE

Standby Service – will be in accordance with the Company's Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Maintenance Service – will be in accordance the Company's Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Exception for Small Customers

For residential and small commercial DG customers, the contract capacity applicable for the Agreement for Standby Service will be the manufacturer's nameplate rating of the generator. For purposes of this rate schedule, a small commercial DG customer is an entity having either total load or a DG facility of less than 500 kW.

Supplemental

The purchase of supplemental energy is available in accordance with the applicable Residential Service or General Service rate schedule.

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of distributed generation is to be provided are contained in P.U.C. Substantive Rules 25.211 and 25.212 which are incorporated herein by reference. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission.

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Standby Service – will be in accordance with the Company’s Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Maintenance Service – will be in accordance the Company’s Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Exception for Small Customers

For residential and small commercial DG customers, the contract capacity applicable for the Agreement for Standby Service will be the manufacturer’s nameplate rating of the generator. For purposes of this rate schedule, a small commercial DG customer is an entity having either total load or a DG facility of less than 500 kW.

Supplemental

The purchase of supplemental energy is available in accordance with the applicable Residential Service or General Service rate schedule.

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of distributed generation is to be provided are contained in P.U.C. Substantive Rules 25.211 and 25.212 which are incorporated herein by reference. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission

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**6.1.4 DISCRETIONARY SERVICE CHARGES (PREMISES WITH AN AMS-M
METER)**

This section of this Tariff lists the Discretionary Service Charges for Premises with an AMS-M Meter. An AMS-M Meter permits Company to perform some Discretionary Services without dispatching personnel to Retail Customer's Premises but lacks remote connection/disconnection functionality.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with an AMS-M Meter, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting a Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

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Charge No.	Name and Description	Amount
	<p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Self-Contained Meter</p> <p>Current Transformer (CT)/Other Meter</p>	<p>\$26.50</p> <p>\$315</p>
Disconnection Charges (AMS-M Meter)		
(3)	<p>Move-Out</p> <p>This service discontinues Delivery at Retail Customer's Point of Delivery.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p>	<p>Charge included in Standard Move-In charge.</p>
(4)	<p>Clearance Request</p> <p>This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business</p>	

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	<p>Days prior the requested clearance date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice (Residential)</p> <p>Three Business Days' Notice (Non-Residential)</p> <p>Less Than Three Business Days' Notice</p>	<p>As Calculated</p> <p>As Calculated</p> <p>As Calculated</p>
Disconnection/Reconnection for Non-Payment of Charges (AMS-M Meter)		
(5)	<p>Disconnection for Non-Payment (DNP)</p> <p>This service discontinues Delivery to Retail Customer's Point of Delivery due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of P.U.C. SUBST. R. 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p>	

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Charge No.	Name and Description	Amount
(6)	<p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.</p> <p>Disconnection at Meter</p> <p>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</p> <p>Reconnection After Disconnection for Non-Payment of Charges (DNP)</p> <p>This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.</p> <p>Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day.</p> <p>If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day.</p> <p>Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day.</p> <p>Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p>	<p>\$1.50</p> <p>\$104</p>

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Charge No.	Name and Description	Amount
	<p>Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment.</p> <p>Reconnection at Meter</p> <p style="padding-left: 40px;">i. Standard Reconnect</p> <p style="padding-left: 40px;">ii. Same Day Reconnect</p> <p style="padding-left: 40px;">iii. Weekend</p> <p style="padding-left: 40px;">iv. Holiday</p> <p>Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)</p> <p style="padding-left: 40px;">i. Standard Reconnect</p> <p style="padding-left: 40px;">ii. Same Day Reconnect</p> <p style="padding-left: 40px;">iii. Weekend</p> <p style="padding-left: 40px;">iv. Holiday</p>	<p style="text-align: right;">\$1.50</p> <p style="text-align: right;">\$50</p> <p style="text-align: right;">\$159</p> <p style="text-align: right;">\$238</p> <p style="text-align: right;">\$101</p> <p style="text-align: right;">\$236</p> <p style="text-align: right;">\$236</p> <p style="text-align: right;">\$340</p>
Meter Testing Charges (AMS-M Meter)		
(7)	<p>This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.</p> <p>Self-Contained Meter (Company-Owned)</p> <p style="padding-left: 40px;">a. First Meter test in last four years</p> <p style="padding-left: 40px;">b. Meter found outside of relevant accuracy standards</p> <p style="padding-left: 40px;">c. All other</p> <p>Current Transformer (CT)/Other Meter (Company-Owned)</p> <p style="padding-left: 40px;">a. First Meter test in last four years</p> <p style="padding-left: 40px;">b. Meter found outside relevant accuracy standards</p> <p style="padding-left: 40px;">c. All other</p>	<p style="text-align: right;">\$0.00</p> <p style="text-align: right;">\$0.00</p> <p style="text-align: right;">\$181</p> <p style="text-align: right;">\$0.00</p> <p style="text-align: right;">\$0.00</p> <p style="text-align: right;">\$240</p>

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Charge No.	Name and Description	Amount
	Competitive Meter	\$240
Meter Reading Charges (AMS-M Meter)		
(8)	<p>Meter Reading for the Purpose of a Standard Switch</p> <p>This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) Company receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p>	\$0.00
(9)	<p>Meter Reading for the Purpose of a Self-Selected Switch</p> <p>This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service.</p> <p>Company shall complete performance of the service on the requested date provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.</p>	\$0.40

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Charge No.	Name and Description	Amount
(10)	<p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p> <p>Meter Reading for the Purpose of a Mass Transition</p> <p>This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to P.U.C. SUBST. R. 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.</p>	\$0.00
Non-Standard Meter Installation Charge (AMS-M Meter)		
(11)	<p>Non-Standard Metering Service One-Time Fee Applicable to a Retail Customer receiving Non-Standard Metering Service. Company shall bill the One-Time Fee to Retail Customer, collect payment, and receive the signed, written acknowledgement pursuant to P.U.C. SUBST. R. 25.133 before the initiation of Non-Standard Metering Service.</p> <p>Existing Non-Standard Meter One-Time Fee</p> <p>New Analog Meter One-Time Fee</p> <p>Digital Non-Communicating Meter One-Time Fee</p>	<p>\$72</p> <p>\$156</p> <p>\$221</p>
Service Call Charge (AMS-M Meter)		
(12)	<p>This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment.</p> <p>Business Day (8:00 AM--5:00 PM CPT)</p> <p>Business Day (Other Hours)</p> <p>Weekend</p> <p>Holiday</p>	<p>\$81</p> <p>\$211</p> <p>\$211</p> <p>\$315</p>
Outdoor Lighting Charges (AMS-M Meter)		

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Charge No.	Name and Description	Amount
(13)	<p>Street Light Removal</p> <p>This service removes Company-owned street lights in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.</p>	As Calculated
Tampering and Related Charges (AMS-M Meter)		
(14)	<p>Tampering</p> <p>This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises.</p> <p>Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
(15)	<p>Broken Outer Meter Seal</p> <p>This service replaces a broken outer Meter seal.</p>	\$30
Denial of Access Charges (AMS-M Meter)		
(16)	<p>Inaccessible Meter</p> <p>This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$68

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Charge No.	Name and Description	Amount
(17)	Denial of Access to Company's Delivery System This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

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Franchise Fee on Discretionary Service Charges in City of Lewisville

For service within the incorporated limits of the City of Lewisville, which assesses a franchise fee equal to 4.00% of the Standard Discretionary Fees under this section, such additional municipal franchise fees shall be added to and separately stated in billing to the Competitive Retailer for such services.

Franchise Fee on Discretionary Service Charges in City of Texas City

For service within the incorporated limits of the City of Texas City, which assesses a franchise fee equal to 4.00% of the Standard Discretionary Fees under this section, such additional municipal franchise fees shall be added to and separately stated in billing to the Competitive Retailer for such services

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6.1.4.2 CONSTRUCTION CHARGES

6.1.4.2.1 EXTENSIONS OF ELECTRIC SERVICE

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. In instances where the cost of the requested extension, installation or modification of Company's facilities is in excess of the standard allowances stated herein, or where the installation of non-standard facilities is requested, a Contribution In Aid of Construction ("CIAC") is required from the Retail Customer.

A. STANDARD DISTRIBUTION FACILITIES

Company's standard distribution facilities consist of the Delivery System facilities necessary to transport electric power and energy from a single, single-phase or three-phase distribution source to Retail Customer at one Point of Delivery via radial line, with one standard Company meter, at one of Company's available standard voltages. The service wire and meter will be of sufficient size characteristics to properly deliver and account for the electric power and energy consumed, as is reasonably practicable.

B. NON-STANDARD DISTRIBUTION FACILITIES

Non-standard facilities may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

C. POLICY

1. In determining whether or not a contract and/or non-refundable CIAC is required, the Company may consider several factors, including, but not limited to, the size of the projected load, the revenue the projected load will generate, the

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Company's investment in the project, the likely permanence of the load, and the credit worthiness of the prospective customer.

2. To insure existing customers are not unfairly burdened by a proposed extension of services, the Company may alter the method of determining the Allowance. An Allowance is derived from a determination by the Company of the amount of investment supported by the customer's projected load, historical comparisons of similar loads in the same geographic region, and/or the failure rate of similar extensions to achieve permanence or generate revenue comparable to projections. Other similarly important factors may influence the actual Allowance the Company permits.
3. A Retail Customer requesting an extension of the Company's Delivery System facilities for an installation which in the judgment of the Company is of temporary occupancy or use (less than 12 months) will pay a CIAC prior to construction. The CIAC for such installations will equal the total cost of the facilities extension.
4. In the event a line extension is required, any construction cost options such as sharing of construction costs between the Company and the customer, or sharing of costs between the customer and other applicants shall be explained to the customer following assessment by the Company of necessary line work.
5. Easements and rights-of-way: all extensions shall be constructed on private easements or rights-of-way. Where private easements or rights-of-way are not available, such lines may be constructed on existing public roads, streets, alleys, easements or rights-of-way. New customers shall furnish rights-of-way or easements in a form acceptable to Company as required, without charge to the Company, over property owned or leased by such new customers and will assist the Company in securing other rights-of-way or easements necessary to provide service.
6. Pursuant to Section 5.7.2, CONTRACTUAL ARRANGEMENTS, the Company may, at its option, enter into a Facilities Extension Agreement with the customer, to assure that existing customers are not unfairly burdened in any way by the required investment.

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7. Pursuant to Section 5.7.2, CONTRACTUAL ARRANGEMENTS, the Company shall at all times have title to, complete ownership of and control over facilities installed by the Company or its contractors. Company may use any such facilities to serve other customers when Company determines it is feasible to do so. A nonrefundable CIAC or any other project cost sharing mechanism does not give Competitive Retailer or Retail Customer or any survivors, any rights to Company facilities except as may be made by separate agreement.

D. DEFINITIONS

1. Contribution in Aid of Construction (CIAC). A payment from Retail Customer, required prior to construction, for line extension projects whose project costs exceed the customer's Standard Allowance, if applicable.
2. Project Investment. The cost to the Company of extending the requested service, reduced by the cost of readily salvageable items.
3. Cost of the Extension. Another way of referring to the Project Investment.
4. Standard Allowance. Standard dollar allowance used to offset the Cost of the Extension.

6.1.4.2.2 STANDARD FACILITY EXTENSIONS

Extensions of Standard Facilities to permanent Retail Customers within the Company's certificated area where the estimated cost to extend facilities does not exceed the Standard Allowances stated herein, will be provided to Retail Customer at no cost. The Cost of the Extension is calculated by the Company using the route of the new line, as determined by the Company, from Company Delivery System facilities to the Retail Customer's point of delivery, and includes the cost of all Standard Facilities required to provide service to the customer. If the Cost of the Extension exceeds the Standard allowances stated herein, the Retail Customer will pay a non-refundable CIAC for the Cost of the Extension in

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excess of the stated allowances. In cases where a non-refundable CIAC is required, full payment of the CIAC must be received prior to construction.

E. FACILITIES EXTENSION AGREEMENT

The Company may require execution of a Facilities Extension Agreement ("Agreement") before construction of the facilities may begin. This Agreement will set forth the terms and conditions of the extension and will specify the Project Investment, Standard Allowance, CIAC, and may require a letter of credit or surety to secure the amount of the Standard Allowance. The Agreement term will be for a period of up to 36 months (3 years).

F. FUNDING ARRANGEMENTS

1. The Company may require the Retail Customer to provide a letter of credit or other surety to secure the amount of the Standard Allowance prior to beginning construction. The amount of the surety will be equal to the Standard Allowance.
2. If acceptable to Company, the Retail Customer may establish a cash escrow account in lieu of other surety with the Company as beneficiary to the account. The arrangement must be approved by the Company before construction may begin. In addition, the applicant may be required to execute an Agreement setting forth the terms and conditions of the account arrangements. The amount of the escrow account will be equal to the Standard Allowance.
3. If the Retail Customer does not develop the number of lots or realize the maximum kW load that was used to compute the Standard Allowance and resulting CIAC, then the Retail Customer must pay an Under-Utilization charge at the end of the Agreement term. This Under-Utilization charge will be equal to the difference between the CIAC initially computed, and the Allowance and resulting CIAC as recalculated based on the number of lots built, sold and occupied, or maximum kW actually realized.

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6.1.4.2.3 STANDARD ALLOWANCE FOR LINE EXTENSIONS

A. CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)

Retail Customers may be required to provide a non-refundable Contribution in Aid of Construction ("CIAC") to extend electrical facilities to a customer's Point of Delivery as determined in the formula below. If the amount calculated is zero or negative, no CIAC is required. To the extent that the CIAC payment is considered taxable revenue to the Company, the CIAC shall include an amount equal to the Company's tax liability. The Company will install, own, operate and control all facilities necessary to provide electrical service to the Point of Delivery. The Project Investment will include all standard facilities, meters, services and transformers. Facilities not included in the Project Investment are those necessary to accommodate future growth considerations or Company initiated reliability enhancement projects.

The CIAC required is based on the formula:

$$\text{CIAC} = (\text{Project Investment} - \text{Standard Allowance}) + \text{Company's Tax Liability}$$

B. STANDARD ALLOWANCES

The method for determining Standard Allowance is as follows:

**Residential and Small Commercial/Industrial loads with Maximum Demands
less than 9 kW**

Allowance = \$3,000 per End-Use Customer

Secondary Commercial/Industrial Loads over 9 kW

Allowance = \$182/kW (based on Maximum kW)

Primary Service

Allowance = \$113/kW (based on Maximum kW)

The determination of Maximum kW for the Standard Allowances is based on historical data from residences or businesses of similar size and function in that region of the

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state. Consideration is given to customer-owned equipment data supplied prior to the determination of a CIAC.

Under no circumstance shall any unused allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard distribution facilities or non-standard street lighting facilities.

6.1.4.2.4 NON-STANDARD FACILITY EXTENSIONS

- A. If an existing or prospective Retail Customer requires or requests services which involve Non-Standard Facilities as described in Section 6.1.2.2.1.A of this tariff, the Retail Customer will be required to pay a non-refundable CIAC equal to the total cost of the installation of the Non-Standard Facilities. This CIAC must be paid prior to the construction of the Non-Standard Facilities.
- B. Pursuant to Section 5.7.2, CONTRACTUAL ARRANGEMENTS, the Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the contract term, or in the absence of a contract term, on reasonable notice to Retail Customer.

6.1.4.2.5 TEMPORARY DELIVERY SYSTEM FACILITIES

If, in the judgment of the Company, a proposed extension of the Company's Delivery System appears to be of a temporary nature, the Company shall require a non-refundable CIAC to be paid prior to the construction of the temporary facilities. The amount of the CIAC will be equal to the cost of installing and removing the temporary facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation.

6.1.4.2.6 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES

The company may remove or relocate Company facilities upon request. If the removal or relocation of the Company facilities is associated with a change in the Retail Customer's requirements that results in additional load to the Company, then the appropriate Standard Allowance will be applied to the costs of removal or relocation. In

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all other cases, the requesting entity will pay the total cost of removing or relocating the facilities.

A. REPLACEMENT OF FACILITIES

1. If the Company, pursuant to Section 4, SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS, and Section 5, SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS, replaces existing overhead facilities with underground facilities, the Retail Customer will pay the Company a non-refundable CIAC consisting of the cost of installing the underground facilities plus the cost of removal of any overhead facilities less any salvage value of the removed facilities.
2. If the Company, as a result of the legal requirement of a political subdivision of the State of Texas ("Political Subdivision"), replaces or redesigns existing overhead facilities with underground facilities, or if a Political Subdivision requests Non-Standard facilities, or requires any future electrical facilities to be installed underground, the Company may surcharge all Retail Customers within the Political Subdivision for the previously described cost involved in converting or redesigning overhead facilities to underground, or in Company fulfilling the request for Non-Standard facilities. If said Political Subdivision wishes to make other arrangements to reimburse the Company, such other arrangements as are acceptable to the Company shall be allowed as long as Retail Customers outside the Political Subdivision are not required to subsidize the cost of such replacement.
3. Retail Customers will be required to pay a non-refundable CIAC for any of the following:
 - a. Removal and/or relocation of facilities for aesthetic purposes;
 - b. Relocation of facilities due to modifications on customer's Premises such as, but not limited to, swimming pools, barns, sheds, fences, etc.;

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- c. Commercial developments requiring the relocation and/or removal of facilities not necessarily for the purpose of providing electric service for that commercial development.

B. CHANGES IN CUSTOMER FACILITIES

If a Retail Customer makes changes to its facilities which result in the Company being required to make changes to its system in order to either facilitate the changes or to bring the Company's facilities back into compliance with applicable Codes, or the Company's construction requirements, whichever is more stringent, the Retail Customer shall pay all costs incurred by the Company as the result of such changes.

6.1.4.2.7 TRANSMISSION LINE EXTENSIONS

Line extensions for transmission service customers shall be in accordance with Substantive Rules, §25.195 and §25.198, Terms and Conditions for Transmission Service. Transmission service customers shall provide ample notice to the Company for the purpose of filing Certificates of Convenience and Necessity and any other preparatory work in advance of construction.

A. STANDARD TRANSMISSION FACILITIES

Standard transmission facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single transmission or transformation source to Retail Customer at one Point of Delivery via radial line, with one standard Company Meter, at one of the Company's available standard voltages. The Company will evaluate each new transmission service customer's request for connection to the transmission system to determine if a CIAC will be required. Additionally, the Company may require the transmission service customer to pay a deposit or provide other security to ensure costs for planning, licensing and constructing non-customer owned facilities are recoverable in the event the transmission service customer is unable to take transmission service.

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B. NON-STANDARD TRANSMISSION FACILITIES

Transmission service customers requesting non-standard facilities will be required to pay all costs associated with those facilities. This provision does not apply to facilities related to transmission constraints that the Electric Reliability Council of Texas has otherwise required the Company to construct.

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6.1.4.3 DISCRETIONARY CHARGES OTHER THAN CONSTRUCTION CHARGES

AVAILABILITY

The service charges listed below are in addition to any other charges made under Company's tariff for delivery services, and will be applied for the appropriate condition described. The charges are applicable to all Retail Energy Providers (REPs) served by Company.

RATE

6.1.4.3.1 Facilities Relocation/Removal Charge

The Facilities Relocation/Removal Charge is a fee associated with relocation or removal of Company facilities at the request of and for the benefit of the REP's customer pursuant to the Company's Facilities Extension Policy. The Company may make a fee reflecting actual cost. Actual costs shall include direct labor costs associated with relocating or removal of Company facilities and related indirect costs

Facilities Relocation Removal Charge: As Calculated

6.1.4.3.2 Facilities Location Charge

The **Facilities Location Charge** is a fee to the REP or entity requesting the location for any delivery facilities. A two working day notice is needed for this service. Requests are received through Texas Dig Test. The fee is calculated on an hourly basis.

During Business Hours	\$78.00/hr
Outside Business Hours	\$104.00/hr

6.1.4.3.3 Temporary Facilities Charge

A fee charged to a REP when any construction is required to make the electric service connection to provide temporary service. If no facilities are required to be installed and/or removed in providing this service, then only the appropriate Account Initiation Charge will be charged. The fee schedule is as follows:

- | | |
|--|---------------|
| I. Connect or disconnect service and read a meter already installed (includes Account Initiation Charge) | \$70.00 |
| J. Install or remove single phase service and read a meter already installed (includes Account Initiation Charge) | \$242.00 |
| K. Install and remove single phase service wires, meter and transformers (up to 50 kVA) on existing pole and read a meter (includes Account Initiation Charge) | As Calculated |

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L. All other temporary facilities – installation and removal As Calculated

6.1.4.3.4 Return Check or Bank Draft Charge

The Company may apply a handling charge of \$25.00 plus state and local taxes if applicable to a REP's account balance in the event the REP's check or bank draft is returned for insufficient funds.

Return Check or Bank Draft Charge \$25.00 plus state
and local taxes

6.1.4.3.5 Dual Socket Meter Adapter Installation Charge

Fee for installation of a dual socket meter adapter on instrument rated metering facilities to accommodate the Customer's meter. Company maintains ownership of this equipment. Measurements taken from Company's meter will be used to bill REP for non-bypassable charges and for settlement purposes. The fee will be calculated based on the equipment installed and labor and associated overheads.

Dual Socket Meter Adapter Installation Charge: As Calculated

6.1.4.3.6 Utility Service Switchover Charge

An REP or TDU fee for switching utility service from one TDU to another TDU that has the right to serve the facility and shall be handled pursuant to Public Utility Commission of Texas Substantive Rule §25.27. A Facilities Recovery Charge is comprised of the original cost less depreciation of the plant, less salvage, plus cost of removal of any distribution plant rendered idle and not usable elsewhere on the system by the disconnection of that customer.

Self Contained & Instrument Rated:

Base Charge \$237.31

Facilities Recovery Charge As Calculated

6.1.4.3.7 Miscellaneous Discretionary Service Charge

Fee for discretionary services not covered by the standard conditions above and provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.

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6.1.4.3.8 Electrical Pulse Equipment Maintenance Charge

Monthly fee for maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If REP, Customer or energy service provider does not choose this service, REP, Customer or energy service provider is responsible for replacement charges according to discretionary service charge 6.1.3.3.9 B.

Electrical Pulse Equipment Maintenance Charge: \$10

6.1.4.3.9 Advanced Metering Electrical Pulse Equipment Installation/Replacement Charge

Fee for specific requests by Energy end-use Customer, the end-use Customer's Authorized Representative, or the end-use Customer's REP for installation/replacement of electrical pulse device equipment.

A Installation Charge	\$340.00
B Replacement Charges:	
1. Isolation Relay	\$216.00
2. Pulse Initiator	\$145.00
3. Isolation Relay & Pulse Initiator	\$270.00
4. Enclosure Box	\$115.00

6.1.4.3.10 Competitive Energy Charges

Applicability

The service charges listed below are applicable to all Retail Energy Providers (REPs) served by Company and are in addition to any other charges made under Company's tariff for delivery service. The charges below allow the Company to continue to provide these services for the REP's customers in areas where competitive services are not provided in the Company's service territory.

6.1.4.3.10.1 Non Standard Service Equipment Inspection / Testing Charge

Fee for the periodic inspection/testing of delivery facilities installed at the request of the REP to enhance service reliability. The Company may make a charge reflecting the actual costs at \$45.00 per hour. Actual costs include direct labor costs and related indirect costs. An additional charge associated with equipment and materials used to inspect/test the delivery facilities is in addition to the per-hour charge and may be charged by the Company.

Non Standard Equipment Inspection/Testing Charge: \$45.00 / hr plus cost

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6.1.4.3.10.2 Miscellaneous Competitive Energy Charges

Charge for any miscellaneous services performed at the request of the REP, not currently being provided for in the area that the REP is requesting the service. Company charges will be an amount sufficient enough to recover all Company costs

6.1.4.3.11 Competitive Metering Charges

6.1.4.3.11.1 Competitive Meter Installation Service Fee

Fee for the installation of an ERCOT approved meter that is owned by a third-party other than the Company.

Self-Contained Competitive Meter

Installation Service fee during business hours	\$145.00
Installation Service fee outside business hours	\$215.00
Testing and Programming fee for Meters that fail acceptance testing	\$20.00

Transformer Rated Competitive Meter

Installation Service fee during business hours	\$180.00
Installation Service fee outside business hours	\$270.00
Testing and Programming fee for Meters that fail acceptance testing	\$25.00

6.1.4.3.11.2 Competitive Meter Removal Service Fee

Fee for the removal of an ERCOT approved meter that is owned by a third party other than the Company.

At request of meter owner – no Company default meter requested

During Business hours	\$100.00
Outside Business hours	\$150.00

6.1.4.3.11.3 Competitive Meter Physical Access Equipment Installation Service Fee

Fee for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter.

No Additional Service Call Required (<i>performed during initial meter installation</i>)	\$45.00
Additional Service Call Required (<i>performed after initial meter installation</i>)	\$150.00
Service Available only during business hours.	

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6.1.4.3.12 Additional Service Design

Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit. Calculated

6.1.4.3.13 Distributed Generation Meter Installation Fee

Fee for the installation of customer requested metering equipment, pursuant to Substantive Rule §25.213(b), to separately measure customer consumption and the outflow from installed customer owned distributed generation, at the distribution level. As
Calculated

6.1.4.3.14 Interval Data Recorder (IDR) Equipment Installation

Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request.

During Normal Business Hours

As Calculated*

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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6.1.4.4 DISTRIBUTED GENERATION SERVICE

DISTRIBUTED GENERATION SERVICE (DGS)

AVAILABILITY

Company shall interconnect distributed generation (DG) as described in P.U.C. Substantive Rules 25.211 and 25.212 and pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation which is incorporated herein.

APPLICATION FOR INTERCONNECTION

A person seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein.

DEFINITIONS

- 9) Non-Peak Hours – will be in accordance with the standard rate schedule that DGS is taken in conjunction with, if applicable.
- 10) Peak Hours – will be in accordance with the standard rate schedule that DGS is taken in conjunction with, if applicable.
- 11) Scheduling Service – a service that establishes specific hourly schedules for the transmission of power, by coordinating the event among affected Control Areas. This service includes set up, modifications, confirmations, implementation, accounting and necessary reporting of the transaction, as well as supporting hardware and software systems for control and tracking of schedules
- 12) Service Study – an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a customer with DG. The study may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the Company's distribution system. The study may identify further studies needed for the interconnecting of larger DG units to the distribution system. An engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system may also be required. This study includes an analysis of the DG contribution to power flow, VAR flow, available fault current, effects on switched capacitors and the effects on voltage levels under normal and worst case situations.

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STUDY FEES

No Pre-Interconnection Study Fees will be assessed for DG units up to 500 kW that are pre-certified (as defined pursuant to the Commission DG rules as defined in this tariff), that export no more than 15% of the total load on a single feeder, and contribute no more than 25% of the maximum potential short circuit current on a single feeder.

<u>NON-EXPORTING</u>	<u>0 to 10kW</u>	<u>10+ to 500kW</u>	<u>500+ to 2000kW</u>	<u>2000+ to 10,000kW</u>
1. Pre-certified, not on network				
Study Fee	\$270	\$270	\$ 3,938	\$ 3,938
2. Not pre-certified, not on network				
Study Fee	\$270	\$270	\$ 3,938	\$ 3,938
3. Pre-certified, on-network				
Study Fee	\$270	\$270	\$ 7,055	\$ 7,055
4. Not pre-certified, on network (1)				
Study Fee	\$270	\$270	\$ 7,055	\$ 7,055
<u>EXPORTING</u>	<u>0 to 10kW</u>	<u>10+ to 500kW</u>	<u>500+ to 2000kW</u>	<u>2000+ to 10,000kW</u>
1. Pre-certified, not on network				
Study Fee	\$337	\$337	\$4,275	\$4,275
2. Not pre-certified, not on network				
Study Fee	\$337	\$337	\$4,275	\$4,275
3. Pre-certified, on-network				
Study Fee	\$337	\$337	\$7,392	\$7,392
4. Not pre-certified, on network				
Study Fee	\$337	\$337	\$7,392	\$7,392

**TEXAS-NEW MEXICO POWER COMPANY
TARIFF FOR RETAIL DELIVERY SERVICE**

6.1. Rate Schedules

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STANDBY/SUPPLEMENTAL SERVICE

Standby Service – will be in accordance with the Company’s Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Maintenance Service – will be in accordance the Company’s Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Exception for Small Customers

For residential and small commercial DG customers, the contract capacity applicable for the Agreement for Standby Service will be the manufacturer’s nameplate rating of the generator. For purposes of this rate schedule, a small commercial DG customer is an entity having either total load or a DG facility of less than 500 kW.

Supplemental

The purchase of supplemental energy is available in accordance with the applicable Residential Service or General Service rate schedule.

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of distributed generation is to be provided are contained in P.U.C. Substantive Rules 25.211 and 25.212 which are incorporated herein by reference. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission

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**TEXAS-NEW MEXICO POWER COMPANY
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6.1. Rate Schedules

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STANDBY/SUPPLEMENTAL SERVICE

Standby Service – will be in accordance with the Company’s Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Maintenance Service – will be in accordance the Company’s Agreement for Standby Service, PUCT Sheet No. 3C-6, except as noted below for small customers.

Exception for Small Customers

For residential and small commercial DG customers, the contract capacity applicable for the Agreement for Standby Service will be the manufacturer’s nameplate rating of the generator. For purposes of this rate schedule, a small commercial DG customer is an entity having either total load or a DG facility of less than 500 kW.

Supplemental

The purchase of supplemental energy is available in accordance with the applicable Residential Service or General Service rate schedule.

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of distributed generation is to be provided are contained in P.U.C. Substantive Rules 25.211 and 25.212 which are incorporated herein by reference. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission

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**TEXAS-NEW MEXICO POWER COMPANY
TARIFF FOR RETAIL DELIVERY SERVICE**

6.2 Company Specific Terms and Conditions
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6.2 COMPANY SPECIFIC TERMS AND CONDITIONS

6.2.1 DEFINITIONS

NCP [kW][kVA] The [kW][kVA] supplied during the fifteen minute period of maximum use during the billing month.

4CP [kW][kVA] The average of the Retail Customer's integrated 15-minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

6.2.2 STANDARD VOLTAGES

Character of Service

All delivery service furnished shall be of a character known as 60 hertz, alternating current and will be furnished as single or three-phase in accordance with the applicable provisions of the Company's rates in accordance with Section 6.1, RATE SCHEDULES, of this tariff.

Residential Delivery Service

1. Residential delivery service at each Point of Delivery will be furnished at one of the nominal voltages indicated below:
 - (a) 120 volts, 2-wire, single-phase;
 - (b) 120/240 volts, 3-wire, single-phase; or
 - (c) 240/120 volts, 4-wire, three-phase.
2. Unless previously agreed upon, delivery service under the Residential Delivery service rate shall not be used for the operation of individual motors in excess of five horsepower (HP).
3. Three-phase delivery service for residential use will be furnished where existing three-phase secondary lines of adequate capacity are already installed or where such delivery service may be extended as provided in the Residential Delivery

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service tariff and rates in accordance with Section 6.1.2.2, CONSTRUCTION SERVICE CHARGES, of this tariff.

4. Requests for residential service voltages other than listed in this rule shall be considered independently and are subject to availability. Customers requiring other voltages than listed in this rule may be required to provide a non-refundable contribution in accordance with Section 6.1.2.2.
5. In order to obtain delivery service under the Residential Delivery service tariff for an apartment house or single-family house which has been converted or constructed to include separate living quarters for more than one family, separate wiring must be provided for each dwelling unit so that delivery service to each separate living quarters can be metered separately.
6. Where premises are used and occupied by a Retail Customer as a commercial establishment and also as a residence, all delivery service supplied will be billed under the applicable Secondary Service tariff. However, if the Retail Customer so desires, the wiring may be separated (subject to the Company's inspection, and State and Local inspection as required) and each class of delivery service may be metered separately and billed in accordance with the applicable rate schedule.
7. Each separate delivery service or meter location will be metered and billed separately.

Secondary, Primary, and Transmission Delivery Service

1. Secondary, Primary, and Transmission delivery service may be furnished at one of the nominal voltages indicated below, subject to the limitations of the electrical system in the vicinity and of the applicable rate schedule:

Secondary Voltage	Primary Voltage	Transmission Voltage
120/240, 3-wire, single phase	2400	69000
240, 3-wire, 3-phase	4160Y/2400	138000
240/120, 4-wire, 3-phase	12470y/7200	345000
208Y/120, 4-wire, 3-phase	20780y/12000	
480Y/277, 4-wire, 3-phase	24940Y/14400	
480, 3-wire, 3-phase		

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2. Three-phase installations will not be made for single motors of less than three HP name plate rating. Single-phase delivery service may be required for single motors of five HP or less, at option of the Company, depending on existing delivery service facilities. Where three-phase line extensions are required involving expense not justified by estimated revenue, the cost of such special extensions in accordance to SECTION 6.1.2.2 CONSTRUCTION SERVICE CHARGES.
3. All motors above five HP shall be three-phase except where single-phase delivery service only is available or it is impracticable or uneconomical to extend three-phase delivery service. In such cases, the Company reserves the right to permit single-phase motors larger than five HP. The Company reserves the right to require all motors five HP and below to be single-phase where single-phase delivery service only is available or where it is impracticable or uneconomical to furnish three-phase delivery service.
4. The Company may require the installation of an approved starting current, load-limiting device on a Retail Customer's motor if deemed necessary to limit voltage fluctuation or disturbances to the Company's distribution system within acceptable limits.
5. Where delivery service is supplied at more than one delivery service or meter location on the Retail Customer's premises, the Company will bill each delivery service location separately. At its sole option, the Company may serve more than one premise or business through one meter as in the instance where each building or delivery service requirement in a group of buildings under one ownership, management and control is an integral part of, and necessary to, the operation of the institution.
6. Primary or Secondary delivery service shall include commercial delivery service to churches, schools, orphanages, stores, hotels, rooming houses, apartment houses, multiple housing units, motels, trailer courts, restaurants, offices, clubs, theaters, State Agencies and all other establishments that are not otherwise classified in specific rates. Any establishment that acknowledges or advertises itself as carrying on a professional or commercial enterprise will be considered commercial; however, the absence of such acknowledgment or advertisement shall not be considered as conclusively establishing that the delivery service is not commercial.

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7. Delivery service to welders, X-ray machines, electric furnaces, hoists, elevators and other highly intermittent or fluctuating loads shall be considered individually, according to the applicable rates.
8. In the event a separate delivery service or transformer or additional transformer capacity is required for fluctuating loads, such delivery service shall be provided for in accordance with the applicable rate.
9. Installations involving special situations will be given individual consideration.
10. Large loads may be served at primary or transmission voltage as provided by the applicable rate, subject to the limitations of the existing electrical system in the vicinity.
11. Local zoning requirements, as well as Federal, state and local safety and fire codes, may affect the provision of delivery service by the Company.

Frequency Control

1. Delivery service shall be furnished at nominal 60 hertz alternating current, except as may result from acts of God and other unforeseen causes beyond control of the Company. In the event of variation from a frequency of nominal 60 hertz, the Company will in each case take immediate steps to restore frequency to nominal 60 hertz as soon as reasonably possible. All steps taken will be in accordance with procedures established by and with the Electric Reliability Council of Texas and with procedures established specifically by and for Texas-New Mexico Power Company
 - a. The standard delivery service arrangement for industrial Retail Customers shall consist of a single, radial, three-phase line and associated equipment that shall be electrically connected to Company's transmission system. The specific equipment required for such standard delivery service arrangement shall be made at the discretion of Company. Any facilities provided by Company at the request of the industrial Retail Customer that are in addition to those required by the standard delivery service arrangement shall be provided to the Retail Customer under terms to be negotiated with the Company and in accordance with Tariff 6.1.2.2.

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6.2.3 ADDITIONAL COMPANY SPECIFIC TERMS AND CONDITION

6.2.3.1 APPLICATION FOR DELIVERY SERVICE

Applications for electric delivery service may be made by contacting the Company's office or by contacting a Competitive Retailer to act as an agent on behalf of the retail customer. Any application, upon acceptance by the Company, shall be non-transferable except when agreed to by the Company and will be considered as a contract covering the supply of one class of delivery service to the Applicant. An Account Initiation Charge in accordance with SECTION 6.1.1.6 OTHER CHARGES, will be made for processing an application for delivery service.

1. Until such time the Company determines that these documents are no longer necessary, all applicants for delivery service are required to sign:
 - (a) The Company's standard Application for Delivery service, and/or
 - (b) Specific Service Agreements, depending on the type of delivery service or contractual obligation, in compliance with the applicable tariffs, may be necessary within the guidelines of the applicable Rules and Regulations.
2. The Applicant shall be required to provide load information on new construction or modifications to existing facilities sufficiently in advance of the actual delivery service requirement date to enable Company to provide adequate delivery service facilities in a timely manner.
3. The Company shall supply delivery service in accordance with the Section 4 & 5.
4. Applicants requiring delivery service to be connected to new construction or newly altered wiring or delivery service equipment may be required to sign a delivery service energization permit if there are no ordinances requiring electrical inspections in that location.
5. The Applicant agrees to take the delivery service as provided by the Company and to pay for such delivery service according to the applicable rate, subject to all applicable delivery service rules and commission regulations.

6.2.3.2 REQUIREMENTS OF CONTRACTS

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All agreements for delivery service between the Company, Retail Customers and Competitive Retailers will include the following clause:

“This contract, including the applicable tariff, shall at all times be subject to such change or modification by order of the Public Utility Commission of Texas.”

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6.2.3.3 THE COMPANY'S RIGHT TO INGRESS TO AND EGRESS FROM RETAIL CUSTOMER'S PREMISES

By applying for and accepting delivery service from the Company, the Retail Customer agrees to and does thereby provide to the Company such permission, license or right-of-way as may be necessary to allow the Company:

1. the ability to install, maintain, repair, improve or remove Company facilities upon the Retail Customer's property which may be necessary for the provision of delivery service to the Retail Customer;
2. the right of ingress and egress upon and across the Retail Customer's property in order to perform the following functions:
 - a. all the activities set forth in 1. above;
 - b. inspecting, testing, reading or changing its meters;
 - c. installing or removing its meters;
 - d. obtaining correct connected load count;
 - e. measuring demand;

The Company, in retaining such right of ingress and egress, does not assume any duty to inspect the Retail Customer's wiring, machinery, or apparatus, and shall not be responsible therefore. The Retail Customer assumes all responsibility for the electric current upon the Retail Customer's side of the point of delivery, and for the wires, apparatus and appurtenances used in connection therewith.

6.2.3.4 RESPONSIBILITY FOR THE EQUIPMENT USED IN SUPPLYING DELIVERY SERVICE

1. The Company's Responsibilities:

The Company will install one set of delivery service wires together with necessary metering equipment for each Point of Delivery. The equipment will be owned, maintained and controlled by the Company.

2. The Retail Customer's Responsibilities:

- a. The Retail Customer shall provide equipment as specified in the Section 5.10.2.1.

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- b. The Retail Customer or property owner must exercise due care of the protection of the Company's property on the Retail Customer's premises.
3. The Company assumes no responsibility as to wiring, fixtures and equipment on any Retail Customer's premises further than to provide the proper meter and outside delivery service connection from the delivery service main to the first point of attachment on the building or other structure being served, as provided herein. Also, the Retail Customer must notify the Company of any changes in the Retail Customer's connected load, wiring, fixture, and equipment on the Retail Customer's premises or of any changes in the Retail Customer's electrical demand, uses, processes and operations which may occur from time to time and which may, in any way, affect the operations of the Company's system, devices, equipment, delivery service, or delivery of delivery service.
4. The Retail Customer shall install and maintain in good working condition, at all times, adequate protection and protective devices for its electric motors, machinery, processes and other equipment from electrical outages, overload, low voltage, single phasing and similar risks or hazards incident to the use of electricity.
5. The Retail Customer shall use reasonable care in designing and connecting loads to its circuits so that the loads on the individual phases and circuits of the Company's delivery service to the Retail Customer shall be as equally balanced as possible across the various phases.
6. The Retail Customer agrees, by acceptance of delivery service, that no one except the employees of the Company shall be allowed to make an internal or external adjustment of any meter or any other apparatus, which is the property of the Company.

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6.2.3.5 METERING

1. Meters and delivery service switches in conjunction with the meter shall be installed in accordance with the latest revision of the American National Standards Institute Incorporated Standard C 12 (American National Code for Electric Metering) or other standards as may be prescribed by the Commission.
2. Standard metering and metering equipment shall be furnished, installed, owned and maintained by and at the expense of the Company.
3. The Company reserves the right to seal all meter-entrance switches and all delivery service-entrance boxes regardless of ownership where the operation or tampering with such equipment may affect the registration of the meter or use of energy.
4. All meters installed for residential use shall be of the outdoor type. Meters shall be mounted in accordance with Texas-New Mexico Power Company specifications.
5. The Retail Customer shall furnish and install the necessary wiring from the delivery service entrance to the meter.
 - a. The meter socket shall be located so that it is on the outside of the building and meets the provisions of Section 6.2.3.3 (The Company's Right to Ingress to and Egress From the Retail Customer's Premises). In the event a porch or other structure is built so that the meter location is inaccessible, or the meter becomes inaccessible to Company meter readers due to locked gates, the Retail Customer's pets or for any other reason controllable by the Retail Customer and not by the Company, the meter socket and/or delivery service conduit or cable shall be moved to an accessible location at the expense of the Retail Customer. In the alternative, the Company shall have the option of installing a remote meter reading device and billing the Retail Customer the actual installed cost of such device. Whenever the construction of a building on an adjacent lot prevents proper access to the meter or the point of attachment of the delivery service conductor, the Retail Customer shall move the meter and/or the delivery service entrance conductor to a location that will be accessible to the Company's employees.

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- b. The meter socket shall be placed so that the meter can be set and the sealing ring can be installed easily. Should any plaster or abutments be installed after the socket is in place that would interfere with the setting of the meter and the sealing ring, the Retail Customer shall move such socket.
6. Where more than one meter is required for a building such as an apartment house, all of the meter sockets shall be grouped adjacent to each other and must be individually numbered and identified according to apartments. In remodeling, where two separate houses are combined with an addition to form one building, the meter sockets shall be moved to a joint location. In all remodeling where the point of delivery is changed or moved, or any change is made in the wiring, it will be necessary to install outdoor meter sockets.
7. All meters installed for commercial use that do not require current transformers shall be socket-type. The socket shall be installed at a location approved by the Company. The meter sockets shall be mounted in accordance with Texas-New Mexico Power Company specifications. The delivery service switch and cabinet shall be installed as near the point of delivery service entrance as practicable. An outdoor location is preferred for commercial meters, provided the meters will not be subject to damage.
8. Upon notice of a request, the Company will perform additional tests of the accuracy of the Company's meter in accordance with Section 4.7.4.
9. If any meter is found to be outside of the accuracy standards established by the American National Standards Institute, Incorporated, the Company shall make adjustments to and invoice in accordance with Section 4.7.5.

6.2.3.6 DELIVERY SERVICE CONNECTIONS

1. The Company will install one set of delivery service wires and the necessary metering equipment, both of which shall remain its property. The Company will maintain its meter and delivery service wires up to the Point of Delivery on the Retail Customer's structure. It is the Retail Customer's responsibility to install and maintain all other wiring and equipment past the Point of Delivery, including the terminal support for the

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Company's delivery service wires. In the case of overhead delivery service, the terminal support shall be the point of attachment. For underground delivery services the terminal support shall be the first junction point available on Retail Customer's premises.

2. The Retail Customer will install, own and maintain the delivery service-entrance equipment (type and specifications to be approved by the Company) that shall extend from the Point of Delivery to the Retail Customer's delivery service-entrance switch. This shall include conduit and wires. For all new construction and meter installations, the Retail Customer's delivery service shall leave the meter base, socket or enclosure in one conduit through one set of wires to the main switch or wiring trough. All installations shall, at a minimum, comply with Texas-New Mexico Power Company specifications, the National Electrical Code or appropriate state or municipal electrical codes that have provisions in excess of the National Electrical Code.
3. Further specifications are as follows:
 - a. In all cases, the Applicant shall consult the Company for the proper location and elevation of the point of attachment and meter. Where the Company's existing delivery service lines are in an alley or along rear lot lines, the delivery service-entrance cap shall be located on the rear or side of the building at a point designated by the Company. The point of attachment must be located at least 10 feet from any Company pole line. Where two poles are located in such a manner that either pole can be used, the delivery service-entrance cap shall be located so that the pole to the rear of the lot on which the building is located can be used in order to prevent delivery service lines from overhanging adjacent properties. When an addition is made to the rear of a building, the Applicant shall extend facilities to the rear of the building.
 - b. Where the Company's existing delivery service lines are in the street or in front of the building, the delivery service-entrance cap shall be located on the front or side of the building at a point designated by the Company.
 - c. Delivery service drops to buildings cannot pass over a roof unless the Applicant makes provisions for the wire to maintain adequate clearances as specified by applicable codes and standards, as a minimum. Delivery service drops will not be run around the corner of any building. The point of

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attachment shall be placed so that there are no obstructions between it and the Company's facility from which the delivery service is to be run. The maximum length of the delivery service drop from any one pole to the attachment on the building shall depend upon the conductor size, but in no event shall such length exceed distances that will hinder Company's ability to deliver electric within specified guidelines.

- d. The delivery service-entrance cap shall be located so that the distance between it and the delivery service shall be one foot or less. The wire needed to make the connection between the delivery service-entrance cap and the delivery service drop shall be furnished by the Applicant. For new delivery services, such wire shall be left hanging from the cap.
 - e. Secondary delivery service-entrance caps on conduit attached to poles for underground delivery service shall be placed as directed by the Company and in accordance with Company specifications and applicable codes. No meters, switches or attachments, other than the conduit, shall be placed on the pole except at the option of the Company.
 - f. The delivery service-entrance shall be located so that it will not be necessary to install more than one set of attachments on the building being served to support the delivery service wires for each class of delivery service.
 - g. In no event shall an Applicant connect delivery service from the Company to a delivery service from another transmission and distribution provider.
4. When an Applicant desires that electricity be provided to a point of delivery service or in a manner other than that specified by the Company, and the Company agrees to provide such delivery service, a charge will be made equal to the additional cost of providing such delivery service, including all applicable taxes in accordance with Section 6.1.2.2.
5. Underground Delivery Services
- a. When delivery service is supplied from an underground residential distribution system, the Applicant will be billed under the applicable approved rate for such delivery service. The Company will provide and install the underground delivery service to the Point of Delivery via the most direct route, as determined by the Company.

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- b. Where the Applicant desires an underground delivery service from the Company's overhead distribution system, the Applicant may be required to pay the difference in cost between overhead and underground delivery in accordance with Section 6.1.2.2.
6. The Applicant agrees, by acceptance of delivery service, that no one except the employees of the Company shall be allowed to make an internal or external adjustment of any meter or any other apparatus, which is the property of the Company.

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6.3 AGREEMENTS AND FORMS

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6.3.1 FACILITIES EXTENSION AGREEMENT

**TEXAS-NEW MEXICO POWER COMPANY
ELECTRIC FACILITIES EXTENSION AGREEMENT**

Contract No. _____
Project/Job No. _____
Customer Account No: _____

This Agreement is made by and between Texas-New Mexico Power Company, a Texas Corporation (Company) and _____, hereafter called (Customer) for the extension of Company's Electric Transmission and Distribution System facilities to the following location:

Customer's mailing address is: _____

Customer Has Requested Extension Of Service For The Following: [Check All That Apply]

___ **Standard Electric Facilities for Loads Less Than 12kW**

Company will extend its standard electric facilities that it determines are necessary to serve ___ Residential lot(s) or business(es). The character of these facilities is generally identified as _____ volt, _____ phase, alternating current, at 60 hertz, with reasonable variation permitted

___ **Standard Electric Facilities for Loads Greater Than 12kW**

Company will extend its standard electric facilities that it determines are necessary to serve Customer's demand requirement of ___ kW ("Threshold kW"). The character of these facilities is generally identified as _____ volt, _____ phase, alternating current, at 60 hertz, with reasonable variation permitted.

___ **Non-Standard Electric Facilities**

Company will extend, install, or modify the following non-standard electric facilities

ARTICLE I. TARIFF

As approved by, and filed with, the Public Utility Commission of Texas (or its successor), the Company's current tariff (Tariff) will apply to this Agreement and for the class of service applicable to Customer's request. Both Company and Customer acknowledge and accept that the Tariff imposes obligations and limitations on both the Company and Customer. This Agreement, including the applicable Tariff, shall at all times be subject to change or modification by regulatory authority or other change in law. A copy of Company's current Tariff may be obtained from Company on request.

ARTICLE II. CUSTOMER PAYMENT AND COMMITMENTS

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Customer will pay a Contribution-In-Aid-Of-Construction (CIAC) to Company of \$_____ as payment for Customer's portion of the facility extension, installation, or modification costs in accordance with Company's Tariff. Per the Tariff the CIAC was calculated based on the following: CIAC = (Project Investment of \$_____ minus Standard Allowance of \$_____) plus Applicable Taxes of \$_____. Such payment is due within 15 days following Company's mailing, first class, an invoice to Customer at _____ or such other billing address provided to Company by the Customer. Such non-refundable payment will remain the property of the Company

The Customer will provide, without cost to Company, all rights-of-way (in a form acceptable to Company), permits and suitable space for the installation of poles, wires, transformers, meters, and such other equipment Company deems necessary to enable it to deliver the power and energy herein described

The Customer will install and maintain in good working condition at all times adequate protection and protective devices for his electric motors and other equipment against overload, low voltage, single-phasing, and similar risks or hazards incident to the use of electricity. The Customer assumes all responsibility for the electric current upon the Customer's side of the point of delivery, and for the wires, apparatus, and appurtenances used in connection therewith. In addition to the terms of the Tariff, Customer will protect and save the Company harmless from all claims for injury or damage to persons or property occurring upon the Customer's side of such point of delivery, occasioned by such electric current or said wire and apparatus, except where said injury or damage shall be shown to have been occasioned solely by the negligence of the Company. In no event shall the Company be responsible for consequential damages whether or not found to have negligently caused injury to Customer.

ARTICLE III. TERM

This Agreement shall expire three (3) years (the "Term") from _____ [Insert Date] (the "Initial Date"). Customer's payment obligations shall survive expiration of this Agreement

ARTICLE IV. UNDER UTILIZATION CHARGE

A. Based on estimated information provided by the Customer, Company calculated the CIAC amount referenced in Article II above. Such estimated information included, but was not limited to, the Threshold kW and the number of lots or businesses to be built, sold, and occupied. Company will review actual load or the number of lots or businesses at the pertinent location to evaluate the accuracy of the information supplied by Customer. At the end of the Term, the Company will recalculate the CIAC amount if the estimated Threshold kW billing demand for the designated location has not been realized or the estimated number of lots or businesses have not been built, sold, and occupied. The CIAC amount, including applicable taxes, will be recalculated based on the actual kW billing demand achieved or the actual number of lots or businesses built, sold, and occupied at the time of the recalculation. Company may also make such recalculation in the event of a breach during the Term.

B. If Customer does not realize the estimated Threshold kW or the number of estimated lots or businesses are not built, sold, and occupied, Customer will pay Company an amount (the "Under Utilization Charge") equal to the difference between the CIAC amount paid under Article I and the amount of any recalculated CIAC, including any applicable taxes, determined under the preceding Subparagraph A of Article IV. Customer shall pay any such Under Utilization Charge within 15 days after Company deposits an invoice for such amount, addressed to Customer, in the U S mail.

C. Article IV only applies to standard electrical facilities

ARTICLE V. GENERAL PROVISION

Customer understands and agrees that Company shall retain title to, own, and control all electric facilities up to the point of delivery that are extended, installed, or modified under this Agreement. Company may use any such facilities to serve other customers when Company

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determines that it is feasible to do so. Customer also understands that the delivery of service is not governed by this Agreement, but the delivery of electricity procured by customer will be provided in accordance with Company's Tariff and any subsequent amendments thereto. Customer understands that Company is not a generator, power marketer, or retail electric provider and therefore Company will not procure, generate, or supply power to Customer. Customer accepts responsibility for selecting, enrolling and contracting with a retail electric provider of Customer's choice. The Company does not assume any responsibility associated with Customer's equipment used or the methods employed for the installation and/or maintenance thereof.

This Agreement supersedes all prior agreements between the Company and the Customer for service mentioned herein and all representations, promises or other inducements, written or verbal, made with respect to the matters herein contained. This Agreement shall not be assignable by Customer without the written consent of the Company. This Agreement is not binding upon Company until executed by one of its authorized representatives.

ARTICLE VI. SECURITY

In accordance with the Company's Tariff, Customer must furnish surety in the amount of \$_____ in a form acceptable to Company. The amount of the surety shall be equal to the Standard Allowance used to calculate the initial CIAC. The surety instrument may be a bond, letter of credit ("LOC") or other security acceptable to Company and shall survive the expiration of this Agreement. Such surety instrument must be for a term of 48 months (the "Security Term") from the Initial Date. Company may, but is not required to, accept a LOC of a shorter term provided that such LOC is renewed annually for the length of the Security Term. If a LOC or other security instrument is terminated, canceled or withdrawn, or if Company receives notice that the LOC or other security instrument will not be renewed, the Customer will be considered to be in immediate breach. In addition to any other remedies permitted at law, Company may recalculate the CIAC amount, including applicable taxes, as set forth in Article IV as of the date of breach. Any difference between the initial CIAC and the revised CIAC, including applicable taxes, will be due within 15 days of Company's mailing of an invoice to Customer as described in Article IV. Thereafter, Company may execute or draw on said LOC or other surety prior to the expiration of such LOC/surety and/or the Agreement. Any surety instrument/LOC shall be non-cancelable; however, the face amount of the instrument may be reduced each year when approved by the Company. The surety instrument/LOC may not be replaced with other surety without consent of the Company.

ARTICLE VII. FORCE MAJEURE

The Company shall not be liable for damages occasioned by interruptions or failure to commence delivery or unsatisfactory service caused by an Act of God or the public enemy, inevitable accidents, fire, explosions, strikes, riots, war, delay in receiving shipments of required material, order of any court or judge granted in any bona fide adverse legal proceedings or action, or any order of any commission or tribunal having jurisdiction in the premises; or, without limitation by the preceding enumeration, any other act or thing reasonably beyond its control or incident to interruptions necessary for repairs or changes in the Company's generating equipment, lines or other electric facilities

ARTICLE VIII. SPECIAL PROVISIONS

CUSTOMER

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By _____

Title _____

Date _____

By _____

Title _____

Date _____

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6.3.2 TRANSMISSION/SUBSTATION FACILITY EXTENSION AGREEMENT

TRANSMISSION/SUBSTATION FACILITY EXTENSION AGREEMENT

This Agreement is made between _____, hereinafter called "Customer" and Texas-New Mexico Power Company, hereinafter called "Company" for the extension of Company Delivery System transmission/substation facilities, as hereinafter described. As used herein, the term "extension" shall mean the construction of new facilities or modification of existing facilities.

Customer has requested that Company construct the following Company-owned Delivery System facilities:

_____ ("Company Facilities") to serve the following Customer Owned Facilities located at _____ ("Customer Facilities") _____

ARTICLE I - PAYMENT BY CUSTOMER

1. As payment for Customer's portion of the cost of the extension of the Company Facilities in accordance with this Agreement, Customer will pay to Company the amount(s) shown below, such payment(s) to be and remain the property of the Company.

2. If the Customer Facilities have not achieved the level of operation specified below by the date specified below, then Customer shall pay to Company those costs as described below to compensate Company for costs it has incurred associated with the Company Facilities. The following will also address any security required associated with such payment obligation

3. Upon termination pursuant to the provisions of Article III, Paragraph 2 below, Customer shall pay to Company all of: (a) the costs that Company has incurred prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the Company Facilities; (b) the costs that Company has committed to incur prior to the date of termination that it is unable to avoid using commercially reasonable steps, and (c) such costs incurred by Company after the date of termination to return the Delivery System to a condition consistent with Company's construction standards and Company's Tariff for Retail Delivery Service. Any cost obligations incurred by Customer under this paragraph will be reduced by any payments made by Customer under Paragraph 1 above. The provisions of this paragraph shall survive termination of this Agreement.
4. In calculating the costs Company has incurred (or committed to be incurred), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable

ARTICLE II - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Company Facilities extended under this Agreement.

ARTICLE III - TERM AND TERMINATION

1. This Agreement becomes effective on the date of execution by both parties and may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument. A facsimile or scanned signature shall be as effective as an original signature.
2. Customer may terminate this Agreement at any time prior to completion of the Company Facilities by providing Company with seven (7) days advanced written notice

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ARTICLE IV - GENERAL CONDITIONS

1. Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.
2. This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.
3. The services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.
4. This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties. Changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.
5. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the parties.
6. Customer may not assign the Agreement without Company's prior written consent.
7. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

ARTICLE V - OTHER SPECIAL CONDITIONS

ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

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**6.3.3 INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED
GENERATION**

Company shall interconnect distributed generation pursuant to Public Utility Commission of Texas Substantive Rules 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

**Prescribed Form for the Application for Interconnection and Parallel Operation of
Distributed Generation**

Customers seeking to interconnect distributed generation with the utility system will complete and file with the company the following Application for Parallel Operation:

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AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF DISTRIBUTED GENERATION

This Interconnection Agreement (“Agreement”) is made and entered into this _____ day of _____, _____, by _____, (“Company”), and _____ (“Customer”), a _____ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

___ **Option 1:** For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

___ **Option 2:** For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as “Generator”) will act as a Party to this Agreement.

___ **Option 3:** For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as “Premises Owner”) will act as a Party to this Agreement.

___ **Option 4:** For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer’s side of the meter, will act as a Party to this Agreement.

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Notwithstanding any other provision herein, the entity referred to as “Customer” herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts (“Facilities”) may be interconnected to Company’s facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas (“Commission”) Substantive Rules §25.211, relating to interconnection of distributed generation, and §25.212, relating to technical requirements for interconnection and parallel operation of on-site distributed generation (16 Texas Administrative Code §25.211 and §25.212) (the “Rules”) or any successor rule addressing distributed generation and as described in the attached Exhibit A (the “Point(s) of Interconnection”).

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3. **Responsibilities of Company and Customer** -- Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall

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undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

4. *Limitation of Liability and Indemnification*

- a. *Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in _____ of Company's Commission-approved tariffs, which are incorporated herein by reference.*
- b. *Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.*
- c. *Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its Facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third*

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person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

d. *Please check the appropriate box.*

Person Other than a Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental, or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This

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paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.

f. For the mutual protection of Customer and Company, only with Company prior authorizations are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. **Right of Access, Equipment Installation, Removal & Inspection** -- Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and

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observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to the premises where the Facilities are located for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

6. Disconnection of Facilities -- Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

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7. **Effective Term and Termination Rights** -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. **Governing Law and Regulatory Authority** -- *Please check the appropriate box.*

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

Person Other Than a Federal Agency: This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency: This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-

Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC

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Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

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11. **Written Notices** -- Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

Texas-New Mexico Power Company
Attention: Anthony Hudson
Director, System Operations
2641 E. Hwy 6
Alvin, TX 77511

(a) If to Company:

(b) If to Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. **Disclosure of Information to End-Use Customer** -- If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

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14. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

15. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

16. **Headings** -- The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

17. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

TNMP

[CUSTOMER NAME]

BY: _____

BY: _____

PRINTED NAME

PRINTED NAME

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF DISTRIBUTED GENERATION

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No. Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

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FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Customer Name:
2. Premises Owner Name:
3. Facility location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): _____ Yes / _____ No

If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.

8. Equipment to be furnished by Company:

(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)

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9. Equipment to be furnished by Customer:

(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

10. Cost Responsibility and Ownership and Control of Company Facilities:

Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.

11. Modifications to Customer Facilities.

Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule §25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental terms and conditions attached (check one): Yes / No

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END-USE CUSTOMER AFFIRMATION SCHEDULE

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

“I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. __[insert applicable number] in the Interconnection Agreement between TNMP and _____[insert name of Customer], and that I have selected _____ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreements that I have with _____[insert name of Customer] relating to the distributed generation facility addressed in Facility Schedule No. __[insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas.”

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

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6.3.4 OTHER AGREEMENTS AND FORMS

6.3.4.1 ELECTRIC LINE EASEMENT

6.3.4.1.1 ELECTRIC DISTRIBUTION LINE EASEMENT (CORPORATION)

STATE OF _____ §
§ KNOW ALL MEN BY THESE
COUNTY OF _____ § PRESENTS:

THAT _____(Grantor and a corporation), for and in consideration of the sum of _____ Dollars (\$_____) to me (us) in hand paid by TEXAS-NEW MEXICO POWER COMPANY (a corporation), have grantee, sold, and conveyed, and by these presents do grant, sell, and convey unto TEXAS-NEW MEXICO POWER COMPANY hereinafter called "Grantee", and its successors, and assigns, an easement or right-of-way for one or more electric lines and all necessary associated facilities, located over, across, along, under, and upon the following described lands ("Easement") located in _____ County, Texas, to wit:

The sketch attached hereto is incorporated herein by reference as a part of this Electric Distribution Line Easement.

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Grantor herein reserves the right to use the Easement described herein for all purposes except as herein restricted, subject, however, to the rights granted herein to Grantee. Grantor agrees to maintain minimum horizontal and vertical clearances between structures Grantor owns which are constructed after the effective date of this Easement and the nearest electric line of Grantee within this Easement. Horizontal and vertical clearances shall comply with the National Electric Safety Code, and state or local ordinances, as currently in effect or as amended from time to time. Grantor shall not use this Easement for the growing of trees or of any other vegetation which, in the opinion of Grantee, may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line.

Grantee, in addition to any other rights herein granted, shall have the right of ingress and egress to or from said Easement for the purpose of constructing, reconstructing, operating, inspecting, patrolling, maintaining, adding to, replacing, and removing the electric line or lines and all associated facilities; the right to relocate along the same general direction of said line or lines within this Easement; the right to remove from this Easement all trees and vegetation (wild or cultivated) and parts thereof (including overhang from trees and vegetation growing outside this Easement) which, in the opinion of Grantee, endanger or which may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line or lines and associated facilities; and the right to exercise all other rights granted in this Easement.

All covenants of Grantor in this Easement shall be binding on Grantor's heirs and assigns, and shall be covenants running with the land described herein.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors, and assigns, until said Easement shall be abandoned.

SIGNED this _____ day of _____, 20__.

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ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 199____, by _____.

My Commission Expires:

Notary Public

(Type or print name of Notary)

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ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as attorney-in-fact on behalf of _____.

My Commission Expires: _____

Notary Public

(Type or print name of Notary)

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ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 199____, by _____, partner(s) of _____, on behalf of said partnership.

My Commission Expires: _____

Notary Public

(Type or print name of Notary)

STATE OF TEXAS §

§

COUNTY OF _____ §

I, _____, hereby certify that the foregoing written instrument was filed in my office for record on the _____ day of _____, 199____, at _____ o'clock ____m. and duly recorded by me on the _____ day of _____, 199____, in Vol. _____, Page _____, of the Deed Records of said County.

Given under my hand and seal of office the day and year last above written.

County Clerk _____ County _____

By: _____, Deputy

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6.3.4.2.2 ELECTRIC DISTRIBUTION LINE EASEMENT (NON-CORPORATION)

STATE OF _____

§

§ KNOW ALL MEN BY THESE

COUNTY OF _____

§ PRESENTS:

THAT _____

(Grantor, whether one or more), of _____ County, _____, for and in consideration of the sum of _____ Dollars (\$_____) paid to Grantor by TEXAS-NEW MEXICO POWER COMPANY ("Grantee", and a corporation), the receipt of which is hereby acknowledged, has granted, sold, and conveyed, and by these presents does grant, sell, and convey unto Grantee, its successors, and assigns, an easement or right-of-way for one or more electric lines and all necessary associated facilities, located over, across, along, under, and upon the following described lands ("Easement") located in _____ County, Texas, to wit:

The sketch attached hereto is incorporated herein by reference as a part of this Electric Distribution Line Easement.

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Grantor herein reserves the right to use the Easement described herein for all purposes except as herein restricted, subject, however, to the rights granted herein to Grantee. Grantor agrees to maintain minimum horizontal and vertical clearances between structures Grantor owns which are constructed after the effective date of this Easement and the nearest electric line of Grantee within this Easement. Horizontal and vertical clearances shall comply with the National Electric Safety Code, and state or local ordinances, as currently in effect or as amended from time to time. Grantor shall not use this Easement for the growing of trees or of any other vegetation which, in the opinion of Grantee, may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line.

Grantee, in addition to any other rights herein granted, shall have the right of ingress and egress to or from said Easement for the purpose of constructing, reconstructing, operating, inspecting, patrolling, maintaining, adding to, replacing, and removing the electric line or lines and all associated facilities; the right to relocate along the same general direction of said line or lines within this Easement; the right to remove from this Easement all trees and vegetation (wild or cultivated) and parts thereof (including overhang from trees and vegetation growing outside this Easement) which, in the opinion of Grantee, endanger or which may interfere with the construction, maintenance, operation, efficiency, or safety of the electric line or lines and associated facilities; and the right to exercise all other rights granted in this Easement.

All covenants of Grantor in this Easement shall be binding on Grantor's heirs and assigns, and shall be covenants running with the land described herein.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee, its successors, and assigns, until said Easement shall be abandoned.

SIGNED this _____ day of _____, 20____.

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ACKNOWLEDGEMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

My Commission Expires: _____

Notary Public

(Type or print name of Notary)

ACKNOWLEDGEMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as attorney-in-fact on behalf of _____.

My Commission Expires: _____

Notary Public

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(Type or print name of Notary)

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 199____, by _____, of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

(Type or print name of Notary)

ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 199____, by _____, partner(s) of _____, on behalf of said partnership.

My Commission Expires: _____

Notary Public

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ACKNOWLEDGEMENT

STATE OF _____ §

§

COUNTY OF _____ §

I, _____, hereby certify that the foregoing written instrument was filed in my office for record on the _____ day of _____, 20____, at _____ o'clock ____m. and duly recorded by me on the _____ day of _____, 20____, in Vol. _____, Page _____, of the Deed Records of said County.

Given under my hand and seal of office the day and year last above written.

County Clerk _____ County _____

By: _____, Deputy

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**6.3.4.2 AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT
INSTALLATION**

Texas-New Mexico Power Company ("Company") and _____ [an Electric Power and Energy end-user; the written authorized representative of _____, an Electric Power and Energy end-user; or a retail electric provider for _____, an Electric Power and Energy end-user] ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.
2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.
3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.
4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate

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- thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.
5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days, Company shall provide notice to customer pursuant to section 11 of this agreement. Company shall provide notice to Customer's contact person as set forth in section 11 of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter so that pulse data can be interpreted.
 6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.
 7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.
 8. Company shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's tariff for Retail Delivery Service.
 9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.
 10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:

(a) Customer name;

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- (b) Letter of authorization if Customer is other than an Electric Power and Energy end-user;
 - (c) Customer's authorized representative contact name, if applicable;
 - (d) Customer's authorized representative contact phone number, if applicable;
 - (e) ESI ID (if available);
 - (f) Service address (including City and zip code);
 - (g) Pulse data requested e.g. watt-hour, time, var-hour;
 - (h) Billing/Invoice Information, including:
Responsible Party; Billing Address; and
 - (i) If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.
11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

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FOR CUSTOMER:

Contact: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.
13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.
14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.
15. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

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Company (insert name) Texas-New Mexico Power Company

(legal signature) _____

(date) _____

Customer (insert name) _____

(legal signature) _____

(date) _____

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6.3.4.3 AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS

ESI ID:

(If this Agreement applies to multiple ESI Ms, the ESI Ms are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

_____ ("Company") and _____ ("Retail Customer") hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters ("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail Customer's Agent will become effective as to this Agreement upon Company's receipt of written notice of such termination from the Retail Customer. A change in Retail Customer's Agent will become effective as to this Agreement only upon the Company's receipt of a new LOA designating a new Retail Customer's Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer's Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the

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premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non Company Owned Meter(s).

A. UTILIZATION OF NON-COMPANY OWNED METER

- (1) **Meter Owner.** Retail Customer has selected and authorized _____
to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.

- (2) **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT approved competitive meter list that will be installed pursuant to this Agreement is/are _____ (i.e., meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff

- (3) **Metering Services.** Company shall provide as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 - Rate Schedules of Company's Tariff

- (4) **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.

- (5) **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and

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installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.

- (6) Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

- 1. Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities (Billing and Settlement Meter Reading Capability") is _____ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible

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with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data.

The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 - Retail Customer Responsibility and Rights of Company's Tariff Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning____. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for _____ consecutive minutes beginning at _____ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for consecutive minutes each day beginning at am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.

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3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

C. CONTACT INFORMATION

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact:

Address:

E-mail:

Phone Number:

Fax Number:

FOR RECEIPT OF NON-COMPANY OWNED METER:

Contact:

Address:

FOR RETAIL CUSTOMER:

Company Name:

Contact Person:

Premise Address

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Billing Address:

E-mail:

Phone Number:

Fax Number:

Retail Customer's

Competitive Retailer,

contact

name and phone number

FOR METER OWNER:

Company Name:

Contact Person:

Address:

E-mail:

Phone Number:

Fax Number:

FOR RETURN OF NON-COMPANY OWNED METER:

Contact Person:

Address:

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FOR RETAIL CUSTOMER'S AGENT:

Company Name: _____
Contact Person: _____
Address: _____
E-mail: _____
Phone Number: _____
Fax Number: _____

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

D. OTHER TERMS AND CONDITIONS

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.
2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.
3. This Agreement shall commence, upon the date of execution by both Parties (the "Effective Date").
4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the 'Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the. Retail Customer's

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request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company, or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 - Rate Schedules of Company's Tariff Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the
6. accuracy of the information required under this Agreement will constitute a breach of this Agreement.
7. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested-herein.
8. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

Company (Insert Name)

(Legal Signature)

(Date)

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Retail Customer (Insert Name)

(Legal Signature) _____

(Date) _____

ACKNOWLEDGED this ____ day of _____, by:

Meter Owner (Insert Name)

(Legal Signature) _____

(Date) _____

ACKNOWLEDGED this ____ day of _____, by:

Retail Customer's Agent (Insert Name)

(Legal Signature) _____

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COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):*

Premise Address (include city, state, zip):*

Retail Customer.

Retail Customer's Billing Address:

(include city, state, zip)

Retail Customer's E-mail:

Retail Customer's Telephone Number:

Retail Customer's Fax Number.

Retail Electric Provider or (REP):

Transmission and Distribution Utility (TDU):

Retail Customer's Agent:

Retail Customer's Agent's Address:

(include city, state, zip)

Retail Customer's Agent's Email:

Retail Customer's Agent's Telephone Number:

Retail Customer's Agent's Fax Number.

* If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive

Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

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In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

- (1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;
- (2) Submit to and obtain from the TDU information requests, service requests, and data access; and,
- (3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDB's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature there under that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

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Retail Customer

Date

**APPENDIX A - AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER
REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER
AND ENERGY (Delivery Service Agreement)**

Company and Competitive Retailer hereby agree that their relationship regarding the delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

- I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: Texas-New Mexico Power Company
Mailing Address: REP Relations
577 N. Garden Ridge Blvd.
Lewisville, Texas 75067
Phone Number: 214-222-4127
Fax Number: 214-222-4156
Email Address: MPRelations@tnmp.com

Payment Address: (both electronic and postal):

Wells Fargo Bank
ABA Number: 121000248
Account Name: Texas-New Mexico Power Company
ACH: CTX
EDI: Transaction Texas Set 820

Company may change such contact information through written notice to Competitive Retailer.

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FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

PUC Certificate Number: _____

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

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1-888-TNMP456 (888-866-7456)

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___ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-TNMP456 (888-866-7456)

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in pro-forma tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-TNMP456 (888-866-7456)

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

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III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the

Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a retail electric provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

IV. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

V. SIGNATURES

Company (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____

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