

EL PASO ELECTRIC COMPANY
ABSOLUTE GUARANTY OF PAYMENT OF OBLIGATION
FOR ELECTRIC SERVICE

In consideration of the extension of electric service to _____,
hereinafter referred to as "Customer," at _____,
_____, I, _____, hereinafter
referred to as "Guarantor," of _____, absolutely guarantee
payment to El Paso Electric Company for any electric service bill incurred at the address of Customer, as
stated hereinabove, in an amount not to exceed the computed deposit amount of
\$ _____ which El Paso Electric Company has established for Customer in the
event that Customer defaults in any or all payments for electric service provided at Customer's address.

If full payment has not been made, or if other acceptable arrangements for payment have not been made
by Customer by the due date specified in the Customer's final bill, the unpaid balance, not to exceed the
above-stated amount of \$ _____, shall be transferred to the Guarantor's
active account. Notice will be sent to Guarantor at the time of the transfer.

**FAILURE BY GUARANTOR TO PAY THE CUSTOMER'S DELINQUENT BILL IN ACCORDANCE WITH
THE TERMS OF THIS GUARANTY SHALL RESULT IN THE TERMINATION OF ELECTRIC SERVICE
TO GUARANTOR AT THE GUARANTOR'S RESIDENT ADDRESS IN ACCORDANCE WITH 16 TEXAS
ADMINISTRATIVE CODE § 25.24(i)(5).**

(T)

This guaranty shall remain in effect until the customer has paid electric service bills for the above address
for twelve (12) consecutive billings without having service disconnected for nonpayment of bill and without
having more than three (3) occasions in which a bill was delinquent and when the customer is not
delinquent in the payment of the current bill.

A Notary Public in Texas is not a practicing legal attorney. The guarantor and the guarantee should not
expect to receive legal advice from the Notary Public.

I hereby certify that I have read this entire Guaranty and fully understand and agree to abide by its terms;
in witness whereof I have executed this Guaranty this _____ day of _____, 20____ at
El Paso County, Texas.

Signature of Guarantor

STATE OF TEXAS)
)
COUNTY OF EL PASO)

I, the undersigned notary public for the State of Texas, do hereby certify that the above-named individual
personally appeared before me and under oath verified his review, understanding and acceptance of the
terms contained in the foregoing document.

Notary Public in and for the
State of Texas

Section Number 2
Sheet Number 7
Page 1 of 2

Revision Number 1
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY
GARANTIA DE PAGO DEL SERVICIO DE ELECTRICIDAD

En consideración a la extensión del servicio de electricidad a _____,
en adelante llamado "Cliente," con domicilio en _____,
_____, yo, _____ en adelante
llamado "El Fiador," con domicilio en _____, doy garantía
absoluta de pago a la Compañía de El Paso Electric de cualquier cantidad que se adeude por concepto de
servicio de electricidad en el domicilio del Cliente arriba mencionado, por una cantidad no superior a
\$ _____ que es el depósito establecido al Cliente por la Compañía de El Paso
Electric en caso de incumplimiento en el pago.

Si el adeudo no ha sido pagado en su totalidad o "El Cliente" no ha hecho arreglos con la Compañía a la
fecha del vencimiento para el pago señalado en el recibo, la cantidad no pagada, que no exceda de
\$ _____, como se dejó establecido, le será cargada en su cuenta a
"El Fiador." El Fiador será notificado al tiempo de aplicar el cargo a su cuenta.

SI EL FIADOR NO PAGA LA CUENTA VENCIDA DE EL CLIENTE DE ACUERDO CON LOS TERMINOS
DE ESTA GARANTIA, LE SERA TERMINADO EL SERVICIO DE ELECTRICIDAD A EL FIADOR EN SU
DOMICILIO. DE ACUERDO A 16 CODIGO ADMINISTRATIVO DE TEXAS § 25.24(i)(5).

(T)

Esta garantía permanecerá vigente hasta que "El Cliente" haya pagado 12 (doce) recibos de electricidad
consecutivos en su domicilio, sin que el servicio se le haya sido suspendido por falta de pago, sin que su
cuenta haya estado vencida en mas de 3 (tres) ocasiones, y que el Cliente este al corriente en sus pagos.

En el estado de Texas, un Notario Publico no tiene facultades legales. El Fiador y la persona interesada
no deben contar con consejos legales de un Notario Publico.

Hago constar que he leído en su totalidad este documento de Garantía, que lo entiendo completamente y
que me comprometo a cumplirlo en sus terminos, en testimonio de lo aquí expresado formalizó esta
Garantía el día _____ del mes de _____ de 20____ en el Condado de El Paso, Texas.

Firma del Fiador

STATE OF TEXAS)
)
COUNTY OF EL PASO)

I, the undersigned notary public for the State of Texas, do hereby certify that the above-named individual
personally appeared before me and under oath verified his review, understanding and acceptance of the
terms contained in the foregoing document.

Notary Public in and for the
State of Texas

Section Number _____ 2 _____
Sheet Number _____ 7 _____
Page _____ 2 of 2 _____

Revision Number _____ 1 _____
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY
APPLICATION FOR SERVICE
For Residential Service, Complete the Following:

Legal Name _____
Last First Middle
Previous Address _____ Zip Code _____
Address where service needed _____ Zip Code _____
Mailing Address _____ Zip Code _____
Your Social Security Number _____ Business Phone No. _____
Spouse Name _____ Social Security No. _____
Home Phone _____ Business Phone No. _____
Customer's Signature _____ I.D. _____

(D)

Service for Businesses, Complete the Following:

1. Business Name _____
2. Business Address _____
3. Mailing Address _____
4. Responsible Party _____ Business Phone No. _____
Home Address _____ Phone No. _____
5. Owner/President _____ Business Phone No. _____
Home Address _____ Phone No. _____
Customer's Signature _____ I.D. _____

TO BE COMPLETED BY OFFICE ONLY

Account Number: _____ Desired Service Date: _____
UAR: Yes _____ No _____ Amt: _____ Acct. No. _____ Transferred: _____ Date: _____
Did the Customer receive a Residential Handbook: _____
Type of Order Res. _____ Comm _____ Trailer _____ Lamp _____ S# or T#: _____
NSER Information: Temp. _____ Perm _____ Refrig. Air/Space Heating _____
Space Heating Only _____ Overhead _____ Underground _____
Deposit Amt. _____ Deposit No.: _____ Deposit Arrangements: _____
Bond: _____ Letter of Credit from other Utility _____
Letter of Responsibility: Cosigner _____
Account No. _____ Telephone No. _____
No Deposit Required: _____ Reason: _____
Order taken by: _____ Date: _____

Section Number 2
Sheet Number 8
Page 1 of 2

Revision Number 1
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

SOLICITUD DE SERVICIO
Para Servicio Residencial, Llene Lo Siguiente:

Nombre: _____
Apellido _____ Nombre _____
Domicilio Anterior _____ Código Postal _____
Domicilio donde se Solicita el Servicio _____ Código Postal _____
Mandar Correspondencia a: _____ Código Postal _____
Número de Seguro Social _____ Tel. De Trabajo _____
Nombre de la Esposa/Esposo _____ Número del Seguro Social _____
Tel. del Domicilio _____ Tel. De Trabajo _____
Firma del Cliente _____ Identificación _____

(D)

Servicio Para Negocios, Completar lo Siguiente:

1. Nombre de Negocio _____
2. Dirección del Negocio _____
3. Dirección para la Correspondencia _____
4. Persona Responsable _____ Tel. Negocio _____
Domicilio _____ Tel. _____
5. Dueño/Presidente _____ Tel. Negocio _____
Domicilio _____ Tel. _____

Firma Del Cliente _____ Identificación _____

TO BE COMPLETED BY OFFICE ONLY**

Account Number: _____ Desired Service Date: _____
UAR: Yes _____ No _____ Amt: _____ Acct. No. _____ Transferred: _____ Date: _____
Did the Customer receive a Residential Handbook. _____
Type of Order: Res _____ Comm. _____ Trailer _____ Lamp _____ S# or T#: _____
NSER Information: Temp. _____ Perm. _____ Refrig Air/Space Heating _____
Space Heating Only _____ Overhead _____ Underground _____
Deposit Amt: _____ Deposit No.: _____ Deposit Arrangements: _____
Bond: _____ Letter of Credit from other Utility _____
Letter of Responsibility: Cosigner _____
Account No. _____ Telephone No. _____
No Deposit Required: _____ Reason: _____
Order taken by: _____ Date: _____

Section Number 2
Sheet Number 8
Page 2 of 2

Revision Number 1
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

SECTION 3

LINE EXTENSION POLICY

AND

CONSTRUCTION CHARGES

EL PASO ELECTRIC COMPANY

SECTION 3

LINE EXTENSION POLICY AND CONSTRUCTION CHARGES

TABLE OF CONTENTS

<u>Title</u>	<u>Sheet Number</u>	<u>Page Number</u>
Table of Contents	1	1
State of Texas Service Area	2	1
Purpose	3	1
Definitions	4	1

POLICIES

A. General	5	1	
B. Line Extensions	5	3	(T)
C. Special Underground Service Provisions	5	10	(T)
D. Temporary Service	5	13	(T)
E. Special Services	5	14	(T)
F. Public Street Lighting, Freeway Lighting and Traffic Signal Lights	5	15	(T)
G. Removal and Relocation	5	17	(T)
H. After Hours Rate	5	18	(T)
I. Rental of Company Equipment	5	19	(T)
J. Sale of Company Installed Facilities	5	20	(T)
K. Impaired Line Clearance	5	21	(T)

Section Number 3
Sheet Number 1
Page 1 of 1

Revision Number 6
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY
STATE OF TEXAS SERVICE AREA

Incorporated Cities and Towns

City of El Paso
Town of Anthony
Town of Clint
Town of Horizon City
City of Socorro
Village of Vinton
Town of Van Horn
City of San Elizario

Unincorporated Service Areas

County of El Paso
Portion of County of Culberson
Portion of County of Hudspeth

Section Number 3
Sheet Number 2
Page 1 of 1

Revision Number 6
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

PURPOSE

It is the purpose of this document to set forth uniform and comprehensive policies concerning Line Extensions and construction charges for the entire Texas service area of El Paso Electric Company (hereinafter the "Company").

Section Number	3	Revision Number	7
Sheet Number	3	Effective with service provided on and after	
Page	1 of 1	July 6, 2021	

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

DEFINITIONS

- A. Actual Revenue means (T)
- The actual amount revenue received on account of the Line Extension by the Company from the Customer. The amount shall be based on monthly bills determined by the metered monthly kilowatt (kW) demand and kilowatt-hour (kWh) usage and applying the appropriate tariff schedule and riders, less the fixed fuel factor costs and taxes. (T)(T)(T)
- B. Adequate Security means (T)
- An irrevocable letter of credit, certificate of deposit, or withdrawal restricted savings account payable to the Company, in a manner acceptable to the Company, and in an amount equal to the Adjusted Revenue Obligation. Such Adequate Security shall be obtained by the Customer from or maintained by the Customer at a financial institution that is acceptable to the Company, insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), and preferably located within the Company's service territory. (T)(T)(T)(T)(T)
- The terms and conditions of acceptable Adequate Security escrow agreements are as follows: (T)(T)
- (a) The Customer shall secure and maintain an escrow account at a financial institution acceptable to the Company and that is payable to the Company in the amount of the Adjusted Revenue Obligation. (T)(T)(T)
- (b) The Customer's designated financial institution shall hold the escrow account in full force and effect on behalf of the Company until the Company has recovered the Extension Cost, which shall be no less than sixty (60) days after the final revenue calculations have been made. (T)(T)(T)(T)
- (c) The Company shall have the right to withdraw funds from the escrow account, only up to the Adjusted Revenue Obligation, to pay for any sums that may become due to the Company or for nonperformance of obligations under the terms of the Line Extension Agreement. (T)(T)(T)(T)
- d) For the term of the Line Extension Agreement, the Company will compute the Actual Revenue at the end of each of the Revenue Period's twelve- (12-) month periods. After the Actual Revenue calculations have been made, the Company shall recalculate the Adjusted Revenue Obligation and will promptly notify the Customer and the financial institution in writing. (T)(T)(T)(T)(T)
- C. Adjusted Revenue Obligation means (T)

Section Number 3
Sheet Number 4
Page 1 of 6

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- The Revenue Guarantee Obligation reduced by any Actual Revenue earned in any of the Revenue Period's twelve- (12-) month periods. (T)
(T)
- D. Cash Advance for Construction means (T)
- A cash advance by a Customer for construction that is subject to refund either wholly or in part, depending on the amount of Actual Revenue generated over the Revenue Period. (T)
(T)
- E. Completion Date means (T)
- The date that the Company has completed its portion of the work on the Line Extension to include any electrical work, which does not necessarily include the Meter and service drop. (T)
(T)
- F. Construction Refund Cap means (T)(N)
- The Company's design costs paid by the Customer plus the lesser of the Company's Estimated Extension Cost or the Customer's Company-approved actual costs for the construction of the Line Extension. (N)
(N)
(N)
- G. Cost of Capital Charges means (T)
- The over-all tax-effected PUCT approved cost of capital for either the Estimated Extension Cost or, upon the final accounting for the Line Extension's construction, the Extension Cost. The cost of capital shall be applied annually and based on the Company's weighted average cost of capital at the time construction of the Line Extension begins and so specified in the Line Extension Agreement. (T)
(T)
(T)
(T)
(T)
- H. Customer means (T)
- Any corporation, business establishment, institution, association, governmental entity, or individual currently being served or using electric energy supplied by the Company. (T)
(T)
- I. Customer Contribution means (T)
- A Cash Advance for Construction or a Revenue Guarantee to cover a Revenue Deficiency. (T)
- J. Ending Revenue Deficiency means (T)
- The amount by which the Extension Cost exceeds Actual Revenue received from Customers served from the Line Extension at the end of the Revenue Period. (T)
(T)
- K. Estimated Annual Revenue means (T)
- The estimated revenue during any of the Revenue Period's twelve- (12-) month periods. (T)
The estimated revenue shall be calculated in a similar fashion as Estimated Revenue. (T)

Section Number 3
Sheet Number 4
Page 2 of 6

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- L. Estimated Extension Cost means (T)
The Company's estimate of the Extension Cost calculated on the basis of current costs to install the same or a similar type of Line Extension. (T)
(T)
- M. Estimated Revenue means (T)
The estimated revenue during the Revenue Period. The respective monthly kWh usage is determined by estimating the Customer's monthly demand, hours per day, days per week, and an average of 4.3 weeks per month, and calculated with the following formula: (T)
(T)
$$\text{kWh} = \text{kW} * \text{hrs} * \text{days} * \text{weeks}$$
 (T)
The above formula will be adjusted by a load factor and power factor, as applicable, based on the customer type and rate schedule for which the Customer qualifies. The monthly demand (kW) above is estimated based on operating and load information provided by the Customer and/or the average demand and operating characteristics of similar Customers. (T)
(T)
The estimated revenue during the Revenue Period is determined by using the estimates of kWh and kW usage calculated by the above methods and applying the appropriate rate schedule and riders, less the fixed fuel factor costs and taxes. (T)
(T)
(T)
- N. Extension or Line Extension means (T)
Depending on the context, Line Extension can mean an Overhead Line Extension, Underground Line Extension, Transmission Line Extension, or all. (T)
(T)
- O. Extension Cost means (T)
The actual cost to the Company for the design, installation, acquisition of all rights of way and permits, and any other necessary costs for the Line Extension. The cost of the service drop, Meters, and metering equipment is not included in the cost of an Overhead Line Extension except for those Customers served at one of the Company's standard Transmission Voltages. (T)
(T)
(T)
(T)
(T)
- P. Franchised Area means (T)
Those cities, towns, and villages in which the Company has been granted a franchise to provide electric utility service. (T)
(T)
- Q. Impaired Clearance means (T)
The condition where a structure(s), including, but not limited to, buildings, signs, towers, poles, fencing, and swimming pools, is located in a position or manner in which insufficient clearance, as specified by any applicable law, regulation, and local codes and the National (T)
(T)
(T)

Section Number 3
Sheet Number 4
Page 3 of 6

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- Electric Safety Code, as may be amended, exists between the structure and the Company's existing transmission, substation, express feeder, streetlight, or distribution line facilities, or any combination thereof. (T)
(T)
(T)
- R. Line Extension Agreement means (T)
- The agreement entered into between the Customer and the Company in which either (1) the Company agrees to build a Line Extension in exchange for the Customer providing a Customer Contribution or (2) the Company grants the Customer a Refund Credit, subject to any reductions or refunds as outlined Sheet 6, Paragraph B.11 of Option 2, in exchange for the Customer building the Line Extension. (T)
(T)
(T)(N)
(N)
(N)
- S. Maximum Run means (N)
- The maximum amount of distance as determined by Company policy at the time of construction. (N)
(N)
- T. Meter means (T)
- A recording instrument of standard manufacture provided by the Company to measure energy consumption, demand, or both at a single Point of Delivery. (T)
(T)
- U. Overhead Line Extension means (T)
- The new pole line facilities (including without limitations, poles, anchors, conductors, insulators, arresters, cut-outs, transformers, breakers, and other miscellaneous hardware) necessary to provide electric service to the Point of Delivery. (T)
(T)
(T)
- V. Permanent Customer means (T)
- A Customer whose service is delivered to a Permanent Installation. (T)
- W. Permanent Installation means (T)
- Any structure that is constructed or placed on and permanently affixed to a foundation, and that is, or will be, used or occupied on a full-time basis. A manufactured home or a prefabricated structure shall qualify as a Permanent Installation if 1) the home or structure is installed on a foundation system according to regulations of the Texas Department of Labor and Standards or is otherwise impractical to move and has the wheels, axles, and hitch or towing device removed and 2) the home or structure is connected to a permanent water and sewer system. (T)
(T)
(T)
(T)
(T)
(T)
(T)
(T)
- X. Point of Delivery means (T)
- The point where the Company's wires or facilities are connected with those of the Customer. For overhead service, it is the point specified by the Company where the (T)
(T)

Section Number 3
Sheet Number 4
Page 4 of 6

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- Company's and the Customer's conductors are connected. For underground service, see Sheet No. 5, Paragraph C.A.2. (T)
(T)
- Y. Primary Service means (T)
Electric service provided to a Customer at a Primary Voltage. (T)
- Z. Primary Voltage means (T)
One of the Company's standard voltages between 2,400 volts and 25,000 volts. (T)
- A1. Revenue Credit means (T)
The Estimated Revenue for the Revenue Period that can be used to offset the Customer's monthly bill. (T)
(T)
- B1. Revenue Deficiency means (T)
The amount by which the Estimated Revenue is less than the Estimated Extension Cost. (T)
- C1. Revenue Guarantee means (T)
A written agreement entered into by the Company and the Customer providing Adequate Security. (T)
(T)
- D1. Revenue Guarantee Obligation means (T)
The Estimated Extension Cost plus Cost of Capital Charges or, upon the final accounting for the Line Extension's construction, the Extension Cost as adjusted for Cost of Capital Charges. (T)(N)
(N)(T)
(T)
- E1. Revenue Period means (T)
The forty-eight- (48) months that starts with the first full-billing month that begins after the Completion Date for a Company-built Line Extension and after the closing of the sale of the Line Extension to the Company for a Customer-built Line Extension. The Revenue Period shall be divided into four separate 12-month periods, the first of which begins on the first full-billing month that begins after the Completion Date. The Revenue Period may be extended in accordance with Sheet No. 5, Paragraph B.2(b)(2) of Option 1 for Company-built Line Extensions or Sheet No. 5, Paragraph B.11.c for Customer-built Line Extensions. (T)
(T)(N)
(N)(T)
(T)
(T)
(T)
(T)
(T)
- F1. Secondary Service means (T)
Electric service provided to a Customer at a Secondary Voltage. (T)

Section Number 3
Sheet Number 4
Page 5 of 6

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- G1. Secondary Voltage means (T)
One of the Company's standard service voltages below 600 volts. (T)
- H1. Temporary Service means (T)
Electric service to a Customer that is not delivered to a Permanent Structure and, in the sole opinion of the Company, is otherwise not of a permanent nature (e.g., temporary sales stands or construction sites). (T)
- I1. Transmission Line Extension means (T)
The new overhead Transmission Voltage facilities including, without limitation, poles, anchors, conductors, insulators, arresters, cut-outs, transformers, breakers, and other miscellaneous hardware) necessary to provide electric service to the Point of Delivery (T)
- J1. Transmission Voltage means (T)
One of the Company's standard voltages greater than or equal to 69,000 volts. (T)
- K2. Underground Line Extension means (T)
The new underground Primary or Secondary Voltage facilities including, without limitation, conduit system, pullboxes, transformer enclosure(s), transformer(s), primary voltage cables, secondary voltage cables, arrestors, switches, cut-outs, pole risers, and miscellaneous hardware necessary to provide underground service to the Point of Delivery. (T)

Section Number 3
Sheet Number 4
Page 6 of 6

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

POLICIES

A. GENERAL

1. The policies herein contained are subject to the terms and conditions in the Company tariff schedules, the rules and regulations of the Public Utility Commission of Texas and the Company's standard operating procedures. (T)
(T)
(T)
2. The Company will extend its facilities and provide service in a uniform and nondiscriminatory manner to all Customers within its service territory under its standard applicable rate schedules and this policy. The Company will make Extensions within its territory required to serve any Customer on a basis equitable both to the Company and the Customer. (T)
3. Meters:

The Company will provide the Meter and designate the location of all Meters and metering equipment.
4. Type of Service:

Either single phase or three phase electrical service shall be specified by the Company and service will be at one of the Company's standard voltages (i.e., Primary or Secondary Voltage). Customers requesting three phase service must meet Company requirements. (T)
(T)
5. Rights-of-Way (Easements):

The Company will not construct a Line Extension for a Customer until the Company has secured all required firm rights of way and permits. All Extensions shall be constructed on private rights of way, except for within incorporated municipalities where private rights of way are not available, Line Extensions may be constructed on existing public roads, streets, alleys, or easements. New Customers shall furnish such rights of way as required, without charge to the Company, over property owned or leased by said new Customers, and, if possible, will assist the Company in securing other rights of way necessary to provide service. The Customer shall have all of the Customer's property corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install the Company's electrical facilities within said rights of way. (T)
(T)
(T)
(T)
(T)
6. If the Customer decides to cancel the request for a Line Extension, the Company shall have the right to recover all Extension Costs incurred by the Company. The Customer shall secure a Revenue Guarantee or otherwise have available funds to cover the Adjusted Revenue Guarantee Obligation. (N)
(N)
(N)
(N)

Section Number 3
Sheet Number 5
Page 1 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

7. Renewable Energy and Distributed Generation Information: (T)
- The Company will inform each Customer requesting a Line Extension of the availability of information concerning on-site renewable energy and distributed generation technology alternatives. The Company shall provide a Customer with such information: (T)
- a. Upon request by the Customer, (T)
- b. At the same time the estimate of any required Cash Advance for Construction or other such prepayment is provided to the Customer, or (T)
- c. Prior to the Customer signing a Line Extension Agreement if the Customer is not required to provide a Cash Advance for Construction or other such prepayment. (T)

Section Number	3	Revision Number	8
Sheet Number	5	Effective with service provided on and after	
Page	2 of 20	July 6, 2021	

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

B. LINE EXTENSIONS (T)

OPTION 1: LINE EXTENSIONS BUILT BY THE COMPANY (T)

1. General: (T)

The Company will provide, at its expense, Primary or Secondary Service to a Permanent Customer if the Estimated Revenue equals or exceeds the Estimated Extension Cost. No extension of overhead lines will be made from underground facilities or into areas designated or committed to underground facilities. If the Company determines the Estimated Revenue from the Primary or Secondary Service Line Extension does not equal or exceed the Estimated Extension Cost, the Company shall be allowed to require a Customer Contribution for the Extension pursuant to the terms and conditions of this Line Extension Policy. (T)

2. Revenue Deficiencies: (T)

- a. If the Estimated Revenue results in a Revenue Deficiency, the Company is not obligated to provide the Extension unless the Customer provides a Customer Contribution. The amount of the Customer Contribution shall be provided to the Customer and will be computed using the following formula: (T)

(1) Estimated Annual Revenue	\$ _____	(T)
(2) Estimated Extension Cost	\$ _____	(T)
(3) Revenue Credit, if any	\$ _____ (Line 1 x 4)	(T)
(4) Customer Contribution	\$ _____ (Line 2 less Line 3)	(T)

- b. In cases of a Revenue Deficiency, the Customer must enter into a written agreement with the Company to cover the Revenue Deficiency through a Line Extension Agreement. (T)

(1) Cash Advance for Construction: (T)

The Customer may enter into a Line Extension Agreement for a term that begins upon the Customer providing a Cash Advance for Construction in the amount of the Estimated Extension Cost. (T)

(a) Individual Customer Served: (T)

If the Extension is to an individual Customer, the Actual Revenue from the Customer shall be deducted from the Cash Advance for Construction for the Revenue Period, or until the amount advanced has been exhausted. If a balance remains after the Revenue Period, the balance reverts to the Company as a Customer Contribution. All of the fixed fuel factor costs and taxes shall be paid monthly by the Customer. (T)

Section Number	3	Revision Number	8
Sheet Number	5	Effective with service provided on and after	
Page	3 of 20	July 6, 2021	

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

(b) More Than One Customer Served:

If the Extension is to serve a group of Customers, refunds of the Cash Advance for Construction will be made annually based upon Actual Revenue received from Customers served by the Extension. If additional Customers are served from additional Line Extensions, refunds may be given as set forth in paragraph (d), which is below. (T)

(c) Revenue Credit Given – Partial Cash Advance Required:

If the Customer is given a Revenue Credit, the Customer then may be required to make a Cash Advance for Construction for the Revenue Deficiency. Refunds will then be made only from Actual Revenue received from other Customers served when additional Line Extensions are constructed. Refunds or appropriation of the advance will be made as set forth in the following paragraph (d). (T)

(d)
$$R = \frac{E - C}{48} \times (48 - M) \text{ , where:}$$

R = the amount of the refund, (T)
E = the Estimated Revenue from Permanent Customers served from additional Line Extensions, (T)
C = the Estimated Extension Cost for the additional Extensions, (T)
M = the number of months since the Completion Date. (T)

Note that in no case will refunds from electric bill and one-time refunds exceed the Customer's Advance for Construction. (T)

(e) The Company will reduce or waive the Customer Contribution when portions of a Line Extension are a service betterment for existing lines which constitute an upgrade or improvement that the Company would pursue even if the Customer had not requested the Line Extension. (T)

Following the payment of a Customer Contribution, the Company will reconcile refund balances at the end of the first twelve (12) months of the Revenue Period and thereafter annually. The interest rate that will be applied to balances subject to refund will be the annual Commission-approved interest rate for customer deposits as determined under 16 Texas Administrative Code § 25.24(g) or its successor. (T)

(2) Revenue Guarantee: (T)

Customers may enter into a Line Extension Agreement for a term that commences upon the execution of the Revenue Guarantee and terminates (T)

Section Number	3	Revision Number	8
Sheet Number	5	Effective with service provided on and after	
Page	4 of 20	July 6, 2021	

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

at the end of the Revenue Period. At the end of the Revenue Period, the Company will determine if there is an Ending Revenue Deficiency. If there is an Ending Revenue Deficiency, Cost of Capital Charges will be assessed. The Ending Revenue Deficiency and the Cost of Capital Charges will then be due within thirty (30) days of billing. (T)
(T)
(T)
(T)
(T)

If additional Line Extensions are connected to the original Line Extension, any Actual Revenue received from Customers served from the additional Extensions must first cover the cost of the additional Extension, including transformers, before it can be applied to the original Customer's Customer Contribution. When a Customer enters into a Revenue Guarantee to offset the Extension Cost, the Actual Revenue can come from the Customer entering into the Line Extension Agreement and other Customers who are later served from the Line Extension. If at the end of a Line Extension's term there is an expectation that the Actual Revenue will equal or exceed the Extension Cost within an additional two- (2-) year period, at the Company's option, the Line Extension Agreement's term may be extended by two (2) years. (T)
(T)
(T)
(T)
(T)
(T)
(T)
(T)
(T)
(T)

The above terms related to Revenue Guarantees apply to individual residential Customers, commercial and industrial Customers, land developers, residential subdivision developers, and commercial and industrial subdivision/park developers.

OPTION 2: LINE EXTENSIONS BUILT BY THE CUSTOMER (N)

1. General (N)

Customers desiring new Line Extensions to be built to their premises may choose to have the Extension constructed by a competent and qualified electrical contractor. After construction and acceptance, the Customer shall sell the Line Extension to the Company for \$1.00 for its use in serving end-users. (N)
(N)
(N)
(N)

Customers may choose to have only the underground structural portion of the Underground Line Extension constructed by a competent and qualified contractor. The underground structural portion of an Underground Line Extension includes all trenching, bedding, backfilling and required compaction, duct, concrete pullboxes, pullbox lids, Secondary Service enclosures, transformer pad and pullbox and transformer protection from vehicular traffic. After construction and acceptance by the Company of the structural portion of the Underground Line Extension, the Customer shall sell the underground structural system to the Company for \$1.00 for its use in serving end-users. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

In recognition of the need to protect the public from electrical hazards, and the need for structural and electrical systems that are useful and safely maintainable over a normal and customary service life, the following will govern the construction of customer built electrical systems. (N)
(N)
(N)
(N)

Section Number 3
Sheet Number 5
Page 5 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

2. Design and Construction Specifications (N)

The Company will design the Line Extension required to serve the Customer, in accordance with the Company's standards and specifications, and shall provide the design drawings and specifications to the Customer. The Customer shall pay the Company for applicable design costs at the time of the closing of the Line Extension sale, which are refundable to the Customer in accordance with Paragraph 11 of this Sheet 6. (N)

3. Material Specifications (N)

The Company shall specify all materials and equipment to be used in the Line Extension including, but not limited to, wire, cable, conduit, transformers, poles, fixtures, switchgear, relays, capacitors, and insulators. The Customer shall be free to acquire said materials from any source, provided that all materials shall be from Company approved manufacturers and meet the specifications as promulgated by the Company that are in effect at the time the Customer begins construction on the Line Extension. (N)

4. Quality Control and Assurance (N)

The Customer agrees to comply with Company specifications for materials, equipment, and construction standards. In order to assure compliance, the Company will select a construction inspector who will visit the construction site. The construction inspector shall have the authority to accept or reject the work and materials of the Customer or contractor and shall certify such acceptance or rejection at the time of inspection. The function of the construction inspector shall be to verify compliance with design, materials, equipment and installation specifications, and all other matters relating to the quality control of the Line Extension's construction. (N)

The Customer agrees to pay the Company at the closing of the sale of the Line Extension for EPE's reasonable costs incurred in the inspection of the Line Extension. The inspections costs are refundable in accordance with Paragraph 11 of this Sheet 6. (N)

5. Easements and Rights of Way (N)

The Company will secure all required firm rights of way and permits for customer-built Line Extensions, and the Customer shall pay the Company for all costs incurred by the Company for right of way acquisition. The Customer, at its option, can secure all required firm rights of way and permits. In this case, the following will apply: (N)

- a. The Customer shall provide to the Company easements and rights of way in a Company approved format that reflect the as built configuration and location of the Line Extension. (N)

Section Number 3
Sheet Number 5
Page 6 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- b. The Company will assist the Customer in securing rights of way necessary for the Extension, if requested. The Customer shall pay the Company for such assistance. (N)
- c. The Customer shall pay the Company for its reasonable costs incurred to verify the easements and rights of way. Rights of way verification must be completed prior to the closing of the Line Extension sale. (N)
- d. All rights of way costs incurred by the Company shall be paid by the Customer at the time of the closing of the Line Extension sale. Such rights of way costs are refundable in accordance with Paragraph 11 of this Sheet 6. (N)
6. Licensing Requirements and Compliance with Required Governmental Inspections (N)
- The Customer shall only use those contractors that are properly qualified and licensed, in accordance with any applicable state and local law and regulation, to construct the Line Extension. The Customer shall also obtain from the contractor and transfer to EPE at the closing of the sale of the Line Extension a one-year workmanship warranty as well as any standard equipment warranties for the Line Extension's components. The Customer agrees to comply with all applicable state and local construction inspection requirements. (N)
7. Meters (N)
- The purchase and installation of Meters will be the sole responsibility of the Company. (N)
8. Purchase of System and Resulting Tax Liability (N)
- After the Line Extension has been constructed and accepted by the Company's construction inspector, the Customer agrees to sell to the Company and the Company agrees to buy the line extension for \$1.00. This sale shall be free of any liens or encumbrances. (N)
- Should any sales or use tax liability to the Company result from the sale, the Customer agrees to pay the cost of said tax liability. (N)
- The Company and the Customer shall execute an agreement (Customer Built Line Extension) to transfer the property and to make the Customer eligible for refunds in accordance with Paragraph 11 of this Sheet 6. (N)
9. Property Records at the Time of Sale (N)
- The Customer agrees to supply to the Company its actual costs incurred in constructing the Line Extension so that proper accounting of the extension may be made by the Company. The Company will review the actual costs and may, at its sole discretion, request further documentation to support the submitted actual costs. Further, the Company may, at its sole discretion, reject such costs that after review it deems (N)

Section Number 3
Sheet Number 5
Page 7 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

unreasonable. Those costs rejected by the Company shall reduce the Customer's total actual costs, which may affect the amount of the Construction Refund Cap. The Company agrees to keep the Line Extension costs incurred by the Customer confidential unless the Company is required to disclose this information to regulatory or other governmental agencies or bodies. (N)
(N)
(N)
(N)
(N)

10. Liability for the Line Extension (N)

Commencing with the date of sale of the Line Extension to the Company, the Company will assume full and complete operating responsibility for the Extension. The Customer shall be liable for the direct and indirect consequences of any defects or failures of the Line Extension constructed by the Customer for a period of one (1) year from the date of acceptance, unless such defects or failures arise from the Company's design, specifications, or improper operation of the Extension. (N)
(N)
(N)
(N)
(N)
(N)

11. Refunds for Customer Built Line Extensions (N)

a. At the time of sale of the Line Extension to the Company, the Customer may receive an initial refund payment based upon the installation of permanent Meters. The revenue refund payment is based on the Estimated Revenue from the Meters over the Revenue Period and cannot exceed the Construction Refund Cap. In such cases, the amount subject to refund will be computed using the following formula: (N)
(N)
(N)
(N)
(N)
(N)

(1) Construction Refund Cap	\$ _____	(N)
(2) Total Revenue Credits for the Revenue Period (Estimated Revenue)	\$ _____	(N) (N)
(3) Amount Subject to Refund (Line 1 less Line 2)	\$ _____	(N) (N)

The Customer must enter into a Line Extension Agreement with the Company to make the Customer eligible for refunds. (N)
(N)

b. The Amount Subject to refund will be refunded by the Company as follows: (N)

(1) The Company will refund at the end of each of the Revenue Period's twelve- (12-) month periods to the Customer the Actual Revenue from such period above the Revenue Credit already given for the same twelve- (12-) month period or reduce the refundable portion by Actual Revenue from the twelve- (12-) month period below the Revenue Credit already given for such twelve- (12-) month period. At no time will the Company ever refund in total more than the Construction Refund Cap. (N)
(N)
(N)
(N)
(N)
(N)
(N)

Section Number 3
Sheet Number 5
Page 8 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

- (2) The Company must review the account at the end of each of the Revenue (N)
Period's twelve- (12-) month periods. If at the end of a twelve- (12-) month (N)
period or the Revenue Period the total Actual Revenue exceeds the (N)
Construction Refund Cap, the Company must refund the entire amount (N)
subject to refund to the Customer. (N)
- (3) The Company will refund an amount equal to the Actual Revenue over the (N)
Revenue Period or the Estimated Revenue of each new customer connected (N)
to the customer-built Line Extension, less an amount equal to the Estimated (N)
Extension Cost of the additional Extensions, including transformers. No (N)
refund shall be made for Customers connected to a new Line Extension off (N)
the original Line Extension unless the new Extension and Customers are (N)
within the area exactly described in the original Line Extension Agreement. (N)
The total of all such refunds shall in no case exceed the Construction Refund (N)
Cap. Refunds will be made annually or at shorter intervals at the option of (N)
the Company. (N)
- c. If the Line Extension is generating sufficient revenue in the fourth (4th) twelve (12) (N)
month period of the Revenue Period to cover the Company's fixed costs, the (N)
Company will extend the Line Extension Agreement for an additional two (2) years. (N)

Section Number 3
Sheet Number 5
Page 9 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

C. SPECIAL UNDERGROUND SERVICE PROVISIONS

A. Secondary Voltage Underground Extensions:

1. Permanent New Residential Customers:

(1) Overhead System:

Where 120/240-volt service is readily available from an existing overhead system, the Company will install, own, and maintain a pole riser, riser base, secondary service enclosure, and service conductors up to the Maximum Run for providing single phase underground secondary service to a Customer. The cost of installing the service enclosure and the pole riser installation shall be borne by the Customer. The Customer will supply, install, own, and maintain the conduit system from service enclosure to the Meter enclosure. The Customer-supplied conduit system must meet Company specifications and local code requirements. (C)

(2) Underground System:

Where 120/240-volt service is readily available from an existing underground system, the Company will install, own, and maintain service conductors up to the Maximum Run for single phase service, in a customer supplied, owned, and maintained conduit system, from the nearest Company transformer or service enclosure to the Point of Delivery. The location of both points will be designated by the Company. The Customer-supplied conduit system must meet Company specifications and local code requirements. (T)

2. Point of Delivery:

The Point of Delivery for individually served and metered permanent residential Customers requesting underground service shall be the Meter enclosure. (T)

When multiplex residential units (duplex and above) have their Meters grouped and connected into a common gutter, the Point of Delivery shall be at a Company-owned Secondary Service enclosure or transformer as designated by the Company. (T)

The Point of Delivery for all other Customers requesting underground service shall be the low voltage terminals of the Company's transformation unless another Point of Delivery is specified by the Company.

Customers will provide, own, and maintain all facilities beyond the Point of Delivery. (T)

3. Residential Subdivisions:

In a residential subdivision, normally Underground Line Extensions must be made before construction of houses begins. The Company will install an underground distribution system in a filed, dedicated subdivision after the developer has met Company

Section Number 3
Sheet Number 5
Page 10 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

requirements pertaining to the installation of other utilities and has entered into a Line Extension Agreement covering the number of residential lots to be served, the location of any necessary overhead express feeder lines, the Revenue Guarantee Obligation, the Adequate Security, and other necessary conditions as determined by the Company. The developer's Revenue Guarantee Obligation for an underground residential system will be determined using then-current material and construction costs. (T)
(T)
(T)
(T)
(T)
(T)

No overhead or underground Secondary Voltage services will be extended from the overhead express feeder lines.

4. Commercial and Industrial Customers:

The Company will install an underground Primary Voltage or Secondary Voltage Extension to serve a commercial or an industrial Customer after the Customer has entered into a Line Extension Agreement (if needed) covering the location of the Company's new Overhead and Underground Extensions, the amount of the Revenue Guarantee if applicable, and the method of securing payment of the Revenue Guarantee. Commercial areas designated or committed to underground facilities by the Company and/or the developer or any regulatory body will only be served underground. (T)
(T)
(T)
(T)

5. Conversion of Overhead Facilities to Underground Facilities:

Residential Service Drops:

If a residential Customer requests conversion of the Customer's existing overhead service drop to underground service, the Company will, at the Customer's expense, install underground service conductors up to the Maximum Run if the following four (4) conditions are met: (T)
(C)

- (1) The Company supplies and installs the pole riser, riser base, Secondary Service enclosure, and any conduit between the riser base and the service enclosure. After the installation of the above facilities, the Company will assume ownership and maintenance of these facilities. The Customer must also grant any needed firm easements for this installation and for future Underground Line Extensions from the service enclosure to adjacent lot(s) as required. (C)
(C)
(T)
- (2) The Customer supplies, installs, owns, and maintains the conduit system from the riser base or service enclosure to the Meter enclosure. The conduit system must meet Company and local code requirements. (T)
- (3) The Customer makes any changes to the Customer's own service entrance equipment necessary to accommodate the new underground service. (T)
- (4) The Customer pays the Company the then-current estimated cost to install and remove the overhead service drop. (T)

Section Number 3
Sheet Number 5
Page 11 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

The cost of installing the service pedestal and the pole riser installation shall be borne by the Customer and the Company shall own and maintain the service pedestal and the pole riser installation. (C)

B. Primary Voltage Distribution Facilities: (T)

If the Company, in response to a Customer request, agrees to replace the Company's existing overhead facilities with underground facilities, the Customer shall pay the Company in advance the estimated installed cost of the Company's new underground facilities plus the estimated cost to remove the existing overhead facilities less the estimated salvage of the removed overhead facilities.

Commercial and industrial Customers will provide, own, and maintain all facilities beyond the new Point of Delivery.

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

D. TEMPORARY SERVICE

A Customer requesting Temporary Service shall pay the Company in advance the estimated cost of equipment plus installation and removal expenses, less the estimated salvage value. The cost of the equipment plus installation shall be calculated in the same manner as for permanent service. The removal expenses will be estimated based on the specific equipment and installation used for the Customer and the most current standard labor cost estimates. Salvage value will be based on the specific equipment and the market value of the equipment at the time the estimate is provided.

Section Number 3
Sheet Number 5
Page 12 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

E. SPECIAL SERVICES

1. Dual Feeders:

Any permanent customer requesting an alternate Primary Voltage line in addition to the regular main Primary Voltage line shall either make a Customer Contribution in the amount of the Estimated Cost of the Primary Voltage Extension (including substation facilities) or enter into a written agreement to pay a monthly facilities charge equal to the Company's fixed costs on the alternate Extension. (T)

2. Primary and Transmission Voltage Service: (T)

Electric service from the Company's Primary and Transmission Voltage system is available at the Company's option to Customers whose electrical load is of such magnitude or unusual character that it should not be served otherwise. The Customer shall be responsible for providing all transformation equipment, which must be in accordance with Company specifications. The total cost of the Transmission Line Extension (including metering) shall be subject to a monthly facilities charge. The Company, at its option, may require a Customer Contribution for all or a portion of the construction costs of the Extension. (T)

3. Private Security Lighting or Area Lighting:

Dusk to dawn security lighting service is available in the Company's service area under the terms and conditions of the applicable rate schedule. If 240-volt overhead service is readily available within the Maximum Run, the Company will install a standard fixture on an existing wood pole or a new wood pole located as mutually agreed to by the Company and Customer. If 240-volt overhead service is not readily available within the Maximum Run, the Extension Cost will be borne by the Customer. All requests for service from an underground system must be negotiated separately with the Company as this lighting service is not available in all underground situations. (T)
(C)
(C)
(C)(T)
(C)(T)

The Company retains the right to remove a security light if it is vandalized repeatedly.

Section Number	3	Revision Number	8
Sheet Number	5	Effective with service provided on and after	
Page	13 of 20	July 6, 2021	

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

**F. PUBLIC STREET LIGHTING, FREEWAY LIGHTING
AND TRAFFIC SIGNAL LIGHTS**

1. Company-Owned Street Lighting:

Street lighting systems are normally installed, owned, and maintained by the Company. Only Company specified standard street lighting components are used in the installations. Street lighting service is available to all city, town, village, county, and state governmental entities (hereinafter referred to as "City") and will be installed only after the appropriate installation and billing authorization is received by Company in writing. This lighting service is also available to public schools for street, parking, and area lighting. All lighting service will be provided and billed under the applicable rate schedules.

a. Lights Served from Overhead Lines:

In areas with overhead electric distribution lines, streetlights are installed on existing wood poles. If the desired location of the new light does not have an existing pole, the Company will install one additional pole for each street light at no cost. If additional facilities are required in order to provide service to the light, the City, state entity, or school shall pay the Extension Cost as a Customer Contribution. (T)

b. Lights Served from Underground Facilities:

In areas with underground electric distribution lines, street lights (including a standard wood pole) will be installed at a location designated by the City and agreed to by the Company. The Company will also install the underground conduit, service wire, and related facilities as needed. Where street lights are requested to be served underground and are installed by the Company and the street light installation will be owned by the Company, the Customer shall make a Customer Contribution for the difference between the cost of the Underground Line Extension and the four-year estimated revenue if there is a difference. The Company will install street light poles only on streets or main thoroughfares that are paved and have curbs and gutters. (T)

2. City-Owned Street Lighting: (T)

If a City desires to own street lights that are to be installed by the Company, the City shall pay the Company the total installed cost incurred by the Company. The Company will operate and maintain the lights under the applicable rate schedule. If the City specifies the materials and installation standards, they must be agreed to by the Company. (T)

a. Lights Served from Overhead Lines:

In overhead served areas, the Company shall install all requested lights and related facilities at the City's cost. (T)

Section Number	3	Revision Number	8
Sheet Number	5	Effective with service provided on and after	
Page	14 of 20	July 6, 2021	

Line Extension Policy and Construction Charges

b. Lights Served from Underground Facilities:

In underground distribution areas, the Company or the City may provide and install the street lights at the City's cost. If the City provides and installs the lights (or requires a third party to do so) the Company will not assume any responsibility for operation or maintenance until after the light is connected and in service. If the Company is asked to make a connection to a new City-installed light and is unable to do so because of a faulty installation by the City, a charge for the service call equal to the Company's actual cost will be made. (T) (T) (T) (T)

3. State or City-Owned Street or Freeway Lighting:

In Franchised Areas, the Company may contract with the City to operate and maintain street lighting installed and owned by the State of Texas ("State"). In some cases, the Company may contract with a county for Interstate Highway lighting only. In the absence of such a contract, electric service for State-owned street lighting systems shall be provided under the Company's standard practice for metered commercial services and billed under the applicable rate schedule. The same terms apply to State-owned traffic signals, sign lighting, etc. (T) (T)

4. Relocation of Street Lights:

Street lighting facilities will be relocated for the benefit or convenience of a Customer only when written approval of the new location is received from proper county or municipal authorities and when the Customer making the request bears all relocation cost.

5. Lights in New Subdivisions with Underground Electric Facilities:

If street lights are to be installed in a subdivision, the locations shall be mutually agreed to by the City and the Company before the Company designs its underground distribution system. The necessary conduit shall be installed from the nearest Company power source location to the proposed light pole location at the time of the subdivision development. Payment for these costs will be negotiated between the parties. (T)

6. General Information

If the City or school desires to convert an existing Company-owned mercury vapor fixture to a high pressure sodium vapor fixture or LED fixture, the City or school shall pay all the labor costs associated with the conversion and purchase the old mercury vapor fixture from the Company at the un-depreciated value. (T) (N)(T)

Section Number 3
Sheet Number 5
Page 15 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

G. REMOVAL AND RELOCATION

A Customer requesting removal and/or relocation of Company facilities shall bear all costs incurred by the Company in completing the removal and/or relocation. Should a request involve providing electric service simultaneously to new or additional electrical loads, the cost incurred by the Company in completing the removal and/or relocation shall be combined with the estimated cost to provide service. This applies to the removal and/or relocation of Company facilities that will physically interfere with the development of a property or construction of a new building(s), but does not apply to the removal and/or relocation of Company facilities simply as a matter of preference or for aesthetic reasons. If removal and/or relocation causes operating problems for the Company or is objectionable to other parties, the Company may refuse to remove and/or relocate the facilities. Relocation of Company facilities is always contingent upon the Company's securing all necessary rights of way. (T) (T) (T) (T) (T) (T) (T)

Section Number	3	Revision Number	8
Sheet Number	5	Effective with service provided on and after	
Page	16 of 20	July 6, 2021	

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

H. AFTER HOURS RATE

A Customer requesting the Company to perform work on an overtime basis shall be required to pay the appropriate after-hours rate.

Section Number 3
Sheet Number 5
Page 17 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

I. RENTAL OF COMPANY EQUIPMENT

The Company will rent certain equipment to Customers on a short-term, emergency basis, provided the items of equipment are not immediately available from local suppliers and the Company has a sufficient supply of such items in stock to meet its operating requirements. The terms and conditions of the rental transaction shall be specified in writing.

Section Number	3	Revision Number	8
Sheet Number	5	Effective	with service provided on and after
Page	18 of 20		July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

J. SALE OF COMPANY INSTALLED FACILITIES

The Company, in response to a Customer request, may sell Company facilities, in place, as is, for the estimated replacement cost less depreciation on replacement cost, if:

- (2) The Customer is changing or expanding the Customer's electrical facilities in a manner that will include the Company's facilities as an integral part of the Customer's facilities.

Section Number 3
Sheet Number 5
Page 19 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

K. IMPAIRED LINE CLEARANCE

Any Customer who installs or constructs any permanent or temporary structure(s) that constitutes an Impaired Clearance of the Company's existing transmission, substation, express, feeder, street light or distribution line facilities, or any combination thereof, shall bear all costs incurred by the Company in the reconstruction or relocation, or both, necessary to remove any and all Impaired Clearances. The Customer shall notify the Company as soon as possible of any existing or anticipated Impaired Clearances. In accordance with Section 2.III.4.c., of the Company's Texas Rules and Regulations approved by the Public Utility Commission of Texas (PUCT), the Company may discontinue utility service to a customer without prior notice in the event of a condition determined by the Company to be hazardous. (T)
(T)
(T)
(T)

Section Number 3
Sheet Number 5
Page 20 of 20

Revision Number 8
Effective with service provided on and after
July 6, 2021

EL PASO ELECTRIC COMPANY
 2021 TEXAS RATE CASE FILING
 SCHEDULE Q-8.9: BILL COMPARISONS
 SPONSOR: MANUEL CARRASCO
 PREPARER: MANUEL CARRASCO
 FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE Q-8.9
 PAGE 1 OF 1

Rate 01 - Residential Basic Service

Total kWh	Current Bill Total	Proposed Bill Total	Difference	
			Total	Total %
-	\$8.29	\$10.60	\$2.31	27.9%
100	\$19.81	\$23.40	\$3.59	18.1%
200	\$31.35	\$36.22	\$4.87	15.5%
300	\$42.87	\$49.02	\$6.15	14.3%
400	\$54.42	\$61.88	\$7.46	13.7%
500	\$66.14	\$75.08	\$8.94	13.5%
600	\$77.90	\$88.38	\$10.48	13.5%
700	\$89.71	\$101.68	\$11.97	13.3%
800	\$101.56	\$114.97	\$13.41	13.2%
900	\$113.40	\$128.27	\$14.87	13.1%
1,000	\$125.25	\$141.57	\$16.32	13.0%
1,500	\$184.47	\$208.05	\$23.58	12.8%
2,000	\$243.69	\$274.53	\$30.84	12.7%
2,500	\$302.93	\$341.02	\$38.09	12.6%
3,000	\$362.16	\$407.51	\$45.35	12.5%

Rate 02 - Small Commercial Service

Total kWh	Current Bill Total	Proposed Bill Total	Difference	
			Total	Total %
-	\$10.81	\$12.30	\$1.49	13.8%
100	\$23.41	\$24.95	\$1.54	6.6%
200	\$36.04	\$37.62	\$1.58	4.4%
300	\$48.65	\$50.26	\$1.61	3.3%
400	\$61.25	\$62.93	\$1.68	2.7%
500	\$73.87	\$75.58	\$1.71	2.3%
600	\$86.48	\$88.23	\$1.75	2.0%
700	\$99.09	\$100.89	\$1.80	1.8%
800	\$111.71	\$113.54	\$1.83	1.6%
900	\$124.32	\$126.21	\$1.89	1.5%
1,000	\$136.92	\$138.87	\$1.95	1.4%
1,500	\$199.99	\$202.15	\$2.16	1.1%
2,000	\$263.06	\$265.43	\$2.37	0.9%
2,500	\$326.11	\$328.71	\$2.60	0.8%
3,000	\$389.18	\$392.00	\$2.82	0.7%

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE R: FINANCIAL INFORMATION (G&T COOPERATIVES)
SPONSOR: CYNTHIA S. PRIETO
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE R
PAGE 1 OF 1

Schedules R-1 through R-18 are not applicable to El Paso Electric Company.

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE S (TEST YEAR REVIEW)
SPONSOR: CYNTHIA S. PRIETO
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE S
PAGE 1 OF 1

On May 17, 2021, the Commission granted the Company's request to waive the requirement to file Schedule S, and perform an audit of the Company's rate filing package in this 2021 Texas Rate Case Filing. The Commission's Notice of Approval was filed in Docket No. 51780. The Direct Testimony of EPE witness Cynthia S. Prieto addresses the Commission's approval, the Company's commitments and compliance with the waiver, and the affidavit provided by the Company's independent auditor, KPMG.

NOTICE OF EL PASO ELECTRIC COMPANY'S PETITION TO CHANGE RATES

El Paso Electric Company (EPE or Company) publishes this notice that on June 1, 2021, it filed with the Public Utility Commission of Texas (Commission) its Petition and Statement of Intent and Application to Change Rates. This filing has been assigned Commission Docket No. _____. This filing was also made with those municipal authorities in EPE's Texas service territory that have original jurisdiction over EPE's electric rates and have requested a copy of the filing.

EPE is proposing to change its rates for electric service provided to its approximately 338,000 Texas retail customers. All such customers, all classes of customers, and all areas in Texas in which EPE serves will be affected by this change in rates.

STATEMENT OF INTENT TO CHANGE RATES

EPE's request to increase its base rates is based on the financial results for a 12-month test year ending on December 31, 2020. The effect of EPE's proposed rate changes would be to increase its adjusted test year base rate and miscellaneous revenues by \$69.7 million, an overall average increase in base rates of 13.55%. The \$69.7 million increase is composed of a miscellaneous revenue decrease of \$721 thousand netted against other base rate revenue increase of \$70.4 million. EPE's proposed revenue increase will be offset by a \$27.9 million decrease in annualized Transmission Cost Recovery Factor (TCRF) and Distribution Cost Recovery Factor (DCRF) revenues. Thus, the net proposed Texas retail revenue increase is \$41.8 million, an increase of 7.79% over adjusted Texas retail test year base rate revenues exclusive of fuel and rider revenues. In addition, EPE is seeking recovery of reasonable rate-case expenses, including expenses paid to reimburse intervening municipalities, that it incurs in this case.

The impact of the rate change on various customer classes will vary from the overall impact described in this notice. The typical Residential Service customer using an average of 686 kilowatt-hours of energy per month will see an average monthly bill increase of \$11.76, or 13.36%, under the proposed rates in this proceeding versus current standard rates.

The following table shows the effect of the proposed base revenue increase on existing rate classes:

EPE Texas Proposed Base Rate Increase			
Retail Customer Class	Change in Base Revenue (\$)	Average Change of Base Charges in Bill (%) ¹	Average Change of Total Charges in Bill (%) ²
Schedule 01 - Residential Service	\$ 38,536,221	14.08%	12.66%
Schedule 02 - Small General Service	(809,757)	-2.43%	-2.21%
Schedule 07 - Outdoor Recreational Lighting Service	167,566	36.19%	33.20%
Schedule 08 - Government Street Lighting Service	(897,779)	-22.19%	-20.11%
Schedule 09 - Traffic Signal Service	5,103	5.36%	4.20%
Schedule 11 TOU - Municipal Pumping TOU Service	321,059	3.18%	2.64%
Schedule 15 - Electrolytic Refining Service	456,409	24.94%	16.50%
Schedule 22 - Irrigation Service	147,853	34.92%	31.62%
Schedule 24 - General Service	(2,515,587)	-2.01%	-1.76%
Schedule 25 - Large Power Service	2,139,407	5.95%	4.75%
Schedule 26 - Petroleum Refinery Service	2,260,115	20.61%	14.60%
Schedule 28 - Area Lighting Service	(229,631)	-7.83%	-7.09%
Schedule 30 - Electric Furnace Schedule	347,772	29.18%	10.24%
Schedule 31 - Military Reservation Service	2,091,786	16.08%	12.39%
Schedule 34 - Cotton Gin Service	49,244	37.03%	31.32%
Schedule 41 - City and County Service	(635,733)	-3.32%	-2.89%
Rider WH - Water Heating Service	69,755	14.70%	13.04%
Texas Jurisdictional Service	\$ 41,503,801	7.79%	6.79%
Schedule 38 - Noticed Interruptible (Non-Firm)	324,235	7.77%	7.87%
Texas Jurisdictional Service	\$ 41,828,036	7.79%	6.79%

¹ The Average Change of Base Charges in Bill is relative to revenue from current base rates, the transmission cost recovery factor, the distribution cost recovery factor, and the federal tax refund factor.

² The Average Change of Total Charges in Bill is relative to the revenue described in the note 1 above plus revenue from the fixed fuel factor, the energy efficiency cost recovery factor, the military base discount recovery factor, the merger credit factor, and any applicable supplemental franchise fees.

EPE has proposed that the effective date of its rate change be July 6, 2021, 35 days after the filing of the Petition and Statement of Intent. The proposed effective date is subject to suspension and extension by actions that may be taken by the Commission and other regulatory authorities. EPE has also requested that, if the effective date of the rate change is suspended, then new rates relate back to and be effective for consumption on and after November 3, 2021.

TARIFF REVISIONS

The major revisions to EPE's tariff that have been proposed include increasing demand charges to be closer to full cost of service, shortening the summer period for standard rate tariffs, modifying the cost differential between on-peak and off-peak for Time of Day rates, and customers to other rates; the reopening and expansion of the existing interruptible rate tariff. EPE describes a new service offering it plans to propose to support the deployment of electric vehicle charging stations consistent with the program mandated in New Mexico. EPE also proposes a rider to credit to customers current excess deferred federal income taxes and to account for potential changes to the corporate tax rate before its next rate proceeding. The complete set of proposed tariff schedules is presented in Schedule Q-8.8 of EPE's filing.

In addition, in order to facilitate future TCRF, DCRF, and Generation Cost Recovery Rider (GCRR) filings under 16 Texas Administrative Code §§ 25.239, 25.243, and 25.248, respectively, EPE requests that the Commission (1) set the Company's current TCRF and DCRF to zero and (2) establish in this docket the baseline values consisting of the inputs to the calculations that will be used to calculate TCRF, DCRF, and GCRR in future dockets.

CONTACT INFORMATION

Persons who wish to intervene in or comment upon these proceedings should notify the Public Utility Commission of Texas (Commission) as soon as possible, as an intervention deadline will be imposed. A request to intervene or for further information should be mailed to the Public Utility Commission of Texas, P.O. Box 13326, Austin, Texas 78711-3326. Further information may also be obtained by calling the Public Utility Commission at (512) 936-7120 or (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the Commission at (512) 936-7136. The deadline for intervention in the proceeding is 45 days after the date the application was filed with the Commission. A request to intervene or for further information should refer to Docket No. _____. The 45th day after EPE filed its application is July 16, 2021.

Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention or comments on the application is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address on the intervention request. Electronic filing via the "PUC Filer" on the Commission's website, which

includes links to instructions, can be found at <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at the following web address: http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at <http://interchange.puc.texas.gov/>.

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE U: COMPLIANCE WITH PUC ORDERS
SPONSOR: JAMES SCHICHTL
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
PAGE 1 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
37690, <i>Application of El Paso Electric Company to Change Rates, to Reconcile Fuel Costs, to Establish Formula-Based Fuel Factors, and to Establish an Energy Efficiency Cost Recovery Factor</i> , Final Order, (Findings of Fact (FOF) 16, 34)	Write-down of rate-base value of Palo Verde investment.	Testimony of J. Schichtl, p. 21 Testimony of L. Hancock, pp. 20-23
44800, <i>Application of El Paso Electric Company to Implement a Voluntary Community Solar Pilot Program In Texas</i> , Final Order (FOF 32)	Costs of construction and operation of facility not recovered from non-participating customers.	Testimony of J. Schichtl, pp. 24.
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 23-28)	Capture of change to reduction to federal income-tax rate.	Testimony of J. Schichtl, Exhibit JS-2, page 1 (Federal Tax) Testimony of C. Prieto, pp. 20-22.
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 29)	Address excess deferred taxes in next rate proceeding	Testimony of J. Schichtl, Exhibit JS-2, p. 1 (Federal Tax) Testimony of C. Prieto, pp. 19-30
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 30)	Use of approved Weighted Average Cost of Capital (WACC), Cost of Debt, ROE, and capital structure will apply, in accordance with PURA and Commission rules, in all Commission proceedings or Commission	Testimony of J. Schichtl, Exhibit JS-2 at p. 1 (Financial Matters) Testimony of J. Nelson, p 64-65

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE U: COMPLIANCE WITH PUC ORDERS
SPONSOR: JAMES SCHICHTL
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
PAGE 2 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
	filings requiring application of EPE's Cost of Debt, WACC, ROE, or capital structure.	
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 32)	Treatment of the Macho Springs solar-power purchase agreement and the Newman solar PPA as system resources for purposes of jurisdictional allocation.	Testimony of J. Schichtl, Exhibit JS-2 at p. 1 (Allocation of Solar Facilities) Testimony of G. Novela at p. 7.
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 33)	Imputed capacity charges for the Macho Springs and Newman solar PPAs: Macho Springs: \$2.35/kW/month; Newman \$2.33/kW/month.	Testimony of J. Schichtl, Exhibit JS-2 at p. 1 (Imputed Capacity) Testimony of D. Hawkins, 9
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 38)	Use of approved depreciation rates.	Testimony of J. Schichtl, Exhibit JS-2 at p. 2 (Depreciation Rates) Testimony of L. Hancock, p. 26-28
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 60-66)	The rate-case expenses associated with Docket No. 46831 were established as a regulatory asset per the Order in that docket. EPE has requested Commission review and recovery of the rate-case expenses recorded as a regulatory asset.	Testimony of James Schichtl, p. 22 and 32. Testimony of J. Borden, p. 10
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 43)	Continuation of certain Docket No. 44941 rate treatments regarding: the Copper gas generation turbine; gains or losses of	Testimony of J. Schichtl, Exhibit JS-2 at p. 2 (Continuation of Certain Docket N. 44941 Rate Treatments)

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE U: COMPLIANCE WITH PUC ORDERS
SPONSOR: JAMES SCHICHTL
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
PAGE 3 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
	retirement of transportation equipment; normalized state income tax treatment; and the costs of environmental consumables.	Testimony of S. Ihorn, pp. 11-12
46831, <i>Application of El Paso Electric Company to Change Rates</i> , Final Order (FOF 45-58)	Treatment of distributed generation rate structure pursuant to the DG Agreement; grandfathering of DG customers; Rate Schedule DG acknowledgement.	Testimony of J. Schichtl, Exhibit JS-2 at p. 2 (DG Rate Structure), (Grandfathering of DG Customers), and (Rate Schedule DG Acknowledgement)
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915</i> , Final Order (FOF 56.a.)	Creation of an economic development fund.	Testimony of J. Schichtl, p. 17-18 and Exhibit JS-4
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915</i> , Final Order (FOF 56.b.)	Annual amount of charitable giving.	Testimony of J. Schichtl, p. 31 and Exhibit JS-4 Testimony of C. Prieto, pp. 30-31.
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915</i> , Final Order (FOF 56.c.)	Maintenance of low-income assistance programs.	Testimony of J. Schichtl, Exhibit JS-4

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE U: COMPLIANCE WITH PUC ORDERS
SPONSOR: JAMES SCHICHTL
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
PAGE 4 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 56.d.)</i>	Creation or enhancement of entry-level training programs focused on engineering, management, and finance skills for the local labor force.	Testimony of J. Schichtl, Exhibit JS-4 Testimony of C. Prieto, pp. 31-32
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 56.e.)</i>	Creation or enhancement of apprenticeship programs for technical and professional positions for students in local high schools and colleges.	Testimony of J. Schichtl, p. 18 and Exhibit JS-4 Testimony of C. Prieto, p. 32 Testimony of R.C. Doyle, pp. 3-4
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 56.f.)</i>	Continued enhancement of supplier diversity.	Testimony of J. Schichtl, Exhibit JS-4 Testimony of C. Prieto, pp. 34-35
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 56.g.)</i>	Study and evaluate new technology programs related to electric vehicles, distributed generation, and battery storage.	Testimony of J. Schichtl, pp. 14, 34-35 and Exhibit JS-4 Testimony of C. Prieto, p. 35 Testimony of D. Hawkins, pp 11-15
49849, <i>Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and</i>	Commitments regarding the rate credit in a total aggregate amount of \$21 million.	Testimony of J. Schichtl, p. 17 and Exhibit JS-4

EL PASO ELECTRIC COMPANY
 2021 TEXAS RATE CASE FILING
 SCHEDULE U: COMPLIANCE WITH PUC ORDERS
 SPONSOR: JAMES SCHICHTL
 PREPARER: JUDITH M. PARSONS
 FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
 PAGE 5 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
<i>IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.a.)</i>		Testimony of M. Carrasco, p. 86
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.b.)</i>	Commitments regarding goodwill associated with the merger.	Testimony of J. Schichtl, pp. 17-18 and Exhibit JS-4 Testimony of C. Prieto, pp. 32-33
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.c.)</i>	Commitments regarding affiliates' pushdown accounting.	Testimony of J. Schichtl, Exhibit JS-4 Testimony of C. Prieto, p. 33
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.d.)</i>	Commitments regarding merger transaction costs.	Testimony of J. Schichtl, pp. 17-18 and Exhibit JS-4 Testimony of C. Prieto, p. 33
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262,</i>	Commitments regarding minimum capital expenditures.	Testimony of J. Schichtl, Exhibit JS-4 Testimony of L. Budtke, pp 3-4

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE U: COMPLIANCE WITH PUC ORDERS
SPONSOR: JAMES SCHICHTL
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
PAGE 6 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
<i>and 39.915, Final Order (FOF 58.e.)</i>		
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.f.)</i>	Commitments regarding transition costs.	Testimony of J. Schichtl, pp. 23-24 and Exhibit JS-4 Testimony of C. Prieto, p. 33
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.g.)</i>	Commitments regarding the Electric Furnace Rate.	Testimony of J. Schichtl, Exhibit JS-4 Testimony of M. Carrasco, p. 59
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.h.)</i>	Commitments regarding excess accumulated deferred income taxes.	Testimony of J. Schichtl, Exhibit JS-4 Testimony of C. Prieto, pp. 33-34
<i>49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals under PURA §§ 14.101 39.262, and 39.915, Final Order (FOF 58.h.)</i>	EPE will be a party to a consolidated corporate tax return	Testimony of J. Schichtl, Exhibit JS-4 Testimony of C. Prieto, pp. 34

EL PASO ELECTRIC COMPANY
2021 TEXAS RATE CASE FILING
SCHEDULE U: COMPLIANCE WITH PUC ORDERS
SPONSOR: JAMES SCHICHTL
PREPARER: JUDITH M. PARSONS
FOR THE TEST YEAR ENDED DECEMBER 31, 2020

SCHEDULE U
PAGE 7 OF 7

Docket No. Reference	Summary of Requirement	Reference to Parts of RFP Addressing Requirement
50058, <i>Application of El Paso Electric Company to Reconcile Fuel Costs</i> , Final Order (FOF 73-76)	Approval of EPE's line loss factors.	Testimony of J. Schichtl, p. 21
50664, <i>Issues Related to the State of Disaster for Coronavirus Disease 2019</i> , Order Related to Accrual of Regulatory Assets at 1.	Accrual of a regulatory asset to account for expenses resulting from the effects of COVID-19.	Testimony of J. Schichtl, p. 5 Testimony of C. Prieto, pp. 37-38

EL PASO ELECTRIC COMPANY
REQUEST FOR WAIVER OF RFP REQUIREMENTS

El Paso Electric Company's ("EPE") Rate Filing Package ("RFP") does not include Schedules S. Schedule S is a report by the utility's certified public accountant on a review covering the test year. In Docket No. 51780¹ the Commission approved EPE's request for a waiver of the requirement to file Schedule S.

Otherwise, EPE does not believe any waivers to the RFP requirements are necessary. EPE is not seeking to reconcile fuel and purchased power costs in this case. In addition, under 16 Texas Administrative Code § 25.237(d), requesting a fuel factor with a rate proceeding is optional, rather than required. EPE is not requesting a fuel factor change in this case. Consequently, EPE has indicated on those schedules or parts of schedules that request fuel reconciliation period information or forecasted fuel costs that the requested information is not applicable, as directed by the instructions to the RFP. If it is determined that a waiver is necessary for such schedules, EPE requests a waiver on the basis that it is not asking to reconcile fuel and purchased power costs, nor is it requesting a fuel factor based on forecasted fuel costs.

¹ *Application of El Paso Electric Company for Waiver of Certain Rate Filing Package Schedules In Its 2021 Rate Application*, Docket No. 51780, Notice of Approval (May 17, 2021).

DOCKET NO. _____

APPLICATION OF EL PASO	§	BEFORE THE
ELECTRIC COMPANY TO CHANGE	§	
RATES	§	PUBLIC UTILITY COMMISSION
	§	
	§	OF TEXAS
	§	
	§	

PROTECTIVE ORDER

This Protective Order governs the use of all information deemed confidential (Protected Materials) or highly confidential (Highly Sensitive Protected Materials), including information whose confidentiality is currently under dispute, by a party providing information to the Public Utility Commission of Texas (Commission) or to any other party to this proceeding.

It is ORDERED that:

1. **Designation of Protected Materials.** Upon producing or filing a document, including, but not limited to, records on a computer disk or other similar electronic storage medium in this proceeding, the producing party may designate that document, or any portion of it, as confidential pursuant to this Protective Order by typing or stamping on its face "PROTECTED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. _____" (or words to this effect) and consecutively Bates Stamping each page. Protected Materials and Highly Sensitive Protected Materials include the documents so designated, as well as the substance of the information contained in the documents and any description, report, summary, or statement about the substance of the information contained in the documents.
2. **Materials Excluded from Protected Materials Designation.** Protected Materials must not include any information or document contained in the public files of the Commission or any other federal or state agency, court, or local governmental authority subject to the Public Information Act.¹ Protected Materials also must not include documents or information which at the time of, or prior to disclosure in, a proceeding is or was public

¹ Tex. Gov't Code Ann. § 552.001-.353 (West 2012 & Supp. 2017).

knowledge, or which becomes public knowledge other than through disclosure in violation of this Protective Order.

3. **Reviewing Party.** For the purposes of this Protective Order, a "Reviewing Party" is any party to this docket.
4. **Procedures for Designation of Protected Materials.** On or before the date the Protected Materials or Highly Sensitive Protected Materials are provided to the Commission, the producing party is required to file with the Commission and deliver to each party to the proceeding a written statement, which may be in the form of an objection, indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting the producing party's claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as protected materials; and (c) that counsel for the producing party has reviewed the information sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation.
5. **Persons Permitted Access to Protected Materials.** Except as otherwise provided in this Protective Order, a Reviewing Party may access Protected Materials only through its "Reviewing Representatives" who have signed the Protective Order Certification Form (see Attachment A). Reviewing Representatives of a Reviewing Party include its counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by the Reviewing Party and directly engaged in this proceeding. At the request of the PUC Commissioners, copies of Protected Materials may be produced by Commission Staff. The Commissioners and their staff must be informed of the existence and coverage of this Protective Order and will observe the restrictions of the Protective Order.
6. **Highly Sensitive Protected Material Described.** The term "Highly Sensitive Protected Materials" is a subset of Protected Materials and refers to documents or information that a producing party claims is of such a highly sensitive nature that making copies of such documents or information or providing access to such documents to employees of the Reviewing Party (except as specified herein) would expose a producing party to

unreasonable risk of harm. Highly Sensitive Protected Materials include but are not limited to: (a) customer-specific information protected by § 32.101(c) of the Public Utility Regulatory Act;² (b) contractual information pertaining to contracts that specify that their terms are confidential or that are confidential pursuant to an order entered in litigation to which the producing party is a party; (c) market-sensitive fuel price forecasts, wholesale transactions information and/or market-sensitive marketing plans; and (d) business operations or financial information that is commercially sensitive. Documents or information so classified by a producing party must bear the designation "HIGHLY SENSITIVE PROTECTED MATERIALS PROVIDED PURSUANT TO PROTECTIVE ORDER ISSUED IN DOCKET NO. ____ (or words to this effect) and must be consecutively Bates Stamped. The provisions of this Protective Order pertaining to Protected Materials also apply to Highly Sensitive Protected Materials, except where this Protective Order provides for additional protections for Highly Sensitive Protected Materials. In particular, the procedures herein for challenging the producing party's designation of information as Protected Materials also apply to information that a producing party designates as Highly Sensitive Protected Materials.

7. **Restrictions on Copying and Inspection of Highly Sensitive Protected Material.**

Except as expressly provided herein, only one copy may be made of any Highly Sensitive Protected Materials except that additional copies may be made to have sufficient copies for introduction of the material into the evidentiary record if the material is to be offered for admission into the record. The Reviewing Party is required to maintain a record of all copies made of Highly Sensitive Protected Material and must send a duplicate of the record to the producing party when the copy or copies are made. The record must specify the location and the person possessing the copy. Highly Sensitive Protected Material must be made available for inspection only at the location or locations provided by the producing party, except as specified by Paragraph 9. Limited notes may be made of Highly Sensitive Protected Materials, and such notes must themselves be treated as Highly Sensitive Protected Materials unless such notes are limited to a description of the document and a

² Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-58.302 (West 2016 & Supp. 2017), §§ 59.001-66.016 (West 2007 & Supp. 2017) (PURA).

general characterization of its subject matter in a manner that does not state any substantive information contained in the document.

8. **Restricting Persons Who May Have Access to Highly Sensitive Protected Material.**

With the exception of Commission Staff, the Office of the Attorney General (OAG), and the Office of Public Utility Counsel (OPC), and except as provided herein, the Reviewing Representatives for the purpose of access to Highly Sensitive Protected Materials may be persons who are (a) outside counsel for the Reviewing Party, (b) outside consultants for the Reviewing Party working under the direction of Reviewing Party's counsel, or (c) employees of the Reviewing Party working with and under the direction of Reviewing Party's counsel who have been authorized by the presiding officer to review Highly Sensitive Protected Materials. The Reviewing Party must limit the number of Reviewing Representatives that review Highly Sensitive Protected Materials to the minimum number of persons necessary. The Reviewing Party is under a good faith obligation to limit access to each portion of any Highly Sensitive Protected Materials to two Reviewing Representatives whenever possible. Reviewing Representatives for Commission Staff, OAG, and OPC, for the purpose of access to Highly Sensitive Protected Materials, must consist of their respective counsel of record in this proceeding and associated attorneys, paralegals, economists, statisticians, accountants, consultants, or other persons employed or retained by them and directly engaged in these proceedings.

9. **Copies Provided of Highly Sensitive Protected Material.** A producing party is required to provide one copy of Highly Sensitive Protected Materials specifically requested by the Reviewing Party to the person designated by the Reviewing Party who must be a person authorized to review Highly Sensitive Protected Material under Paragraph 8. Representatives of the Reviewing Party who are authorized to view Highly Sensitive Protected Material may review the copy of Highly Sensitive Protected Materials at the office of the Reviewing Party's representative designated to receive the information. Any Highly Sensitive Protected Materials provided to a Reviewing Party may not be copied except as provided in Paragraph 7. The restrictions contained herein do not apply to Commission Staff, OPC, and the OAG when the OAG is a representing a party to the proceeding.

10. **Procedures in Paragraphs 10-14 Apply to Commission Staff, OPC, and the OAG and Control in the Event of Conflict.** The procedures in Paragraphs 10 through 14 apply to responses to requests for documents or information that the producing party designates as Highly Sensitive Protected Materials and provides to Commission Staff, OPC, and the OAG in recognition of their purely public functions. To the extent the requirements of Paragraphs 10 through 14 conflict with any requirements contained in other paragraphs of this Protective Order, the requirements of these Paragraphs control.
11. **Copy of Highly Sensitive Protected Material to be Provided to Commission Staff, OPC and the OAG.** When, in response to a request for information by a Reviewing Party, the producing party makes available for review documents or information claimed to be Highly Sensitive Protected Materials, the producing party is required to also deliver one copy of the Highly Sensitive Protected Materials to the Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) in Austin, Texas. Provided however, that in the event such Highly Sensitive Protected Materials are voluminous, the materials will be made available for review by Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) at the designated office in Austin, Texas. The Commission Staff, OPC (if OPC is a party) and the OAG (if the OAG is representing a party) may request such copies as are necessary of such voluminous material under the copying procedures specified herein.
12. **Delivery of the Copy of Highly Sensitive Protected Material to Commission Staff and Outside Consultants.** The Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by them to the appropriate members of their staff for review, provided such staff members first sign the certification specified by Paragraph 15. After obtaining the agreement of the producing party, Commission Staff, OPC (if OPC is a party), and the OAG (if the OAG is representing a party) may deliver the copy of Highly Sensitive Protected Materials received by it to the agreed, appropriate members of their outside consultants for review, provided such outside consultants first sign the certification in Attachment A.

13. **Restriction on Copying by Commission Staff, OPC and the OAG.** Except as allowed by Paragraph 7, Commission Staff, OPC and the OAG may not make additional copies of the Highly Sensitive Protected Materials furnished to them unless the producing party agrees in writing otherwise, or, upon a showing of good cause, the presiding officer directs otherwise. Commission Staff, OPC, and the OAG may make limited notes of Highly Sensitive Protected Materials furnished to them, and all such handwritten notes will be treated as Highly Sensitive Protected Materials as are the materials from which the notes are taken.
14. **Public Information Requests.** In the event of a request for any of the Highly Sensitive Protected Materials under the Public Information Act, an authorized representative of the Commission, OPC, or the OAG may furnish a copy of the requested Highly Sensitive Protected Materials to the Open Records Division at the OAG together with a copy of this Protective Order after notifying the producing party that such documents are being furnished to the OAG. Such notification may be provided simultaneously with the delivery of the Highly Sensitive Protected Materials to the OAG.
15. **Required Certification.** Each person who inspects the Protected Materials must, before such inspection, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket, and that I have been given a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials must not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC will be used only for the purpose of the proceeding in Docket No. _____. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated herein must not apply.

In addition, Reviewing Representatives who are permitted access to Highly Sensitive Protected Material under the terms of this Protective Order must, before inspection of such

material, agree in writing to the following certification found in Attachment A to this Protective Order:

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

The Reviewing Party is required to provide a copy of each signed certification to Counsel for the producing party and serve a copy upon all parties of record.

16. **Disclosures between Reviewing Representatives and Continuation of Disclosure Restrictions after a Person is no Longer Engaged in the Proceeding.** Any Reviewing Representative may disclose Protected Materials, other than Highly Sensitive Protected Materials, to any other person who is a Reviewing Representative provided that, if the person to whom disclosure is to be made has not executed and provided for delivery of a signed certification to the party asserting confidentiality, that certification must be executed prior to any disclosure. A Reviewing Representative may disclose Highly Sensitive Protected Material to other Reviewing Representatives who are permitted access to such material and have executed the additional certification required for persons who receive access to Highly Sensitive Protected Material. In the event that any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged in these proceedings, access to Protected Materials by that person must be terminated and all notes, memoranda, or other information derived from the protected material must either be destroyed or given to another Reviewing Representative of that party who is authorized pursuant to this Protective Order to receive the protected materials. Any person who has agreed to the foregoing certification is required to continue to be bound by the provisions of this Protective Order so long as it is in effect, even if no longer engaged in these proceedings.
17. **Producing Party to Provide One Copy of Certain Protected Material and Procedures for Making Additional Copies of Such Materials.** Except for Highly Sensitive Protected Materials, which must be provided to the Reviewing Parties under Paragraph 9, and voluminous Protected Materials, the producing party is required to provide a Reviewing Party one copy of the Protected Materials upon receipt of the signed certification described in Paragraph 15. Except for Highly Sensitive Protected Materials, a Reviewing Party may

make further copies of Protected Materials for use in this proceeding according to this Protective Order, but a record must be maintained as to the documents reproduced and the number of copies made, and upon request the Reviewing Party is required to provide the party asserting confidentiality with a copy of that record.

18. **Procedures Regarding Voluminous Protected Materials.** 16 Texas Administrative Code (TAC) § 22.144(h) will govern production of voluminous Protected Materials. Voluminous Protected Materials will be made available in the producing party's voluminous room, in Austin, Texas, or at a mutually agreed upon location, Monday through Friday, 9:00 a.m. to 5:00 p.m. (except on state or Federal holidays), and at other mutually convenient times upon reasonable request.
19. **Reviewing Period Defined.** The Protected Materials may be reviewed only during the Reviewing Period, which will commence upon entry of this Protective Order and continue until the expiration of the Commission's plenary jurisdiction. The Reviewing Period will reopen if the Commission regains jurisdiction due to a remand as provided by law. Protected materials that are admitted into the evidentiary record or accompanying the evidentiary record as offers of proof may be reviewed throughout the pendency of this proceeding and any appeals.
20. **Procedures for Making Copies of Voluminous Protected Materials.** Other than Highly Sensitive Protected Materials, Reviewing Parties may take notes regarding the information contained in voluminous Protected Materials made available for inspection or they may make photographic, mechanical or electronic copies of the Protected Materials, subject to the conditions in this Protective Order; provided, however, that before photographic, mechanical or electronic copies may be made, the Reviewing Party seeking photographic, mechanical or electronic copies must provide written confirmation of the receipt of copies listed on Attachment B of this Protective Order identifying each piece of Protected Materials or portions thereof the Reviewing Party will need.
21. **Protected Materials to be Used Solely for the Purposes of These Proceedings.** All Protected Materials must be made available to the Reviewing Parties and their Reviewing Representatives solely for the purposes of these proceedings. Access to the Protected Materials may not be used in the furtherance of any other purpose, including, without

limitation: (a) any other pending or potential proceeding involving any claim, complaint, or other grievance of whatever nature, except appellate review proceedings that may arise from or be subject to these proceedings; or (b) any business or competitive endeavor of whatever nature. Because of their statutory regulatory obligations, these restrictions do not apply to Commission Staff or OPC.

22. **Procedures for Confidential Treatment of Protected Materials and Information Derived from Those Materials.** Protected Materials, as well as a Reviewing Party's notes, memoranda, or other information regarding or derived from the Protected Materials are to be treated confidentially by the Reviewing Party and must not be disclosed or used by the Reviewing Party except as permitted and provided in this Protective Order. Information derived from or describing the Protected Materials must be maintained in a secure place and must not be placed in the public or general files of the Reviewing Party except in accordance with the provisions of this Protective Order. A Reviewing Party must take all reasonable precautions to insure that the Protected Materials including notes and analyses made from Protected Materials that disclose Protected Materials are not viewed or taken by any person other than a Reviewing Representative of a Reviewing Party.
23. **Procedures for Submission of Protected Materials.** If a Reviewing Party tenders for filing any Protected Materials, including Highly Sensitive Protected Materials, or any written testimony, exhibit, brief, motion or other type of pleading or other submission at the Commission or before any other judicial body that quotes from Protected Materials or discloses the content of Protected Materials, the confidential portion of such submission must be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they contain Protected Material or Highly Sensitive Protected Material and are sealed pursuant to this Protective Order. If filed at the Commission, such documents must be marked "PROTECTED MATERIAL" and must be filed under seal with the presiding officer and served under seal to the counsel of record for the Reviewing Parties. The presiding officer may subsequently, on his/her own motion or on motion of a party, issue a ruling respecting whether or not the inclusion, incorporation or reference to Protected Materials is such that such submission should remain under seal. If filing before a judicial body, the filing party: (a) must notify the party which provided the information

within sufficient time so that the producing party may seek a temporary sealing order; and
(b) must otherwise follow the procedures in Rule 76a, Texas Rules of Civil Procedure.

24. **Maintenance of Protected Status of Materials during Pendency of Appeal of Order Holding Materials are not Protected Materials.** In the event that the presiding officer at any time in the course of this proceeding finds that all or part of the Protected Materials are not confidential or proprietary, by finding, for example, that such materials have entered the public domain or materials claimed to be Highly Sensitive Protected Materials are only Protected Materials, those materials will nevertheless be subject to the protection afforded by this Protective Order for three (3) full working days, unless otherwise ordered, from the date the party asserting confidentiality receives notice of the presiding officer's order. Such notification will be by written communication. This provision establishes a deadline for appeal of a presiding officer's order to the Commission. In the event an appeal to the Commissioners is filed within those three (3) working days from notice, the Protected Materials must be afforded the confidential treatment and status provided in this Protective Order during the pendency of such appeal. Neither the party asserting confidentiality nor any Reviewing Party waives its right to seek additional administrative or judicial remedies after the Commission's denial of any appeal.
25. **Notice of Intent to Use Protected Materials or Change Materials Designation.** Parties intending to use Protected Materials must notify the other parties prior to offering them into evidence or otherwise disclosing such information into the record of the proceeding. During the pendency of Docket No. _____ at the Commission, in the event that a Reviewing Party wishes to disclose Protected Materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to have changed the designation of certain information or material as Protected Materials by alleging, for example, that such information or material has entered the public domain, such Reviewing Party must first file and serve on all parties written notice of such proposed disclosure or request for change in designation, identifying with particularity each of such Protected Materials. A Reviewing Party will at any time be able to file a written motion to challenge the designation of information as Protected Materials.

26. **Procedures to Contest Disclosure or Change in Designation.** In the event that the party asserting confidentiality wishes to contest a proposed disclosure or request for change in designation, the party asserting confidentiality must file with the appropriate presiding officer its objection to a proposal, with supporting affidavits, if any, within five (5) working days after receiving such notice of proposed disclosure or change in designation. Failure of the party asserting confidentiality to file such an objection within this period will be deemed a waiver of objection to the proposed disclosure or request for change in designation. Within five (5) working days after the party asserting confidentiality files its objection and supporting materials, the party challenging confidentiality may respond. Any such response must include a statement by counsel for the party challenging such confidentiality that he or she has reviewed all portions of the materials in dispute and, without disclosing the Protected Materials, a statement as to why the Protected Materials should not be held to be confidential under current legal standards, or that the party asserting confidentiality for some reason did not allow such counsel to review such materials. If either party wishes to submit the material in question for in camera inspection, it must do so no later than five (5) working days after the party challenging confidentiality has made its written filing.
27. **Procedures for Presiding Officer Determination Regarding Proposed Disclosure or Change in Designation.** If the party asserting confidentiality files an objection, the appropriate presiding officer will determine whether the proposed disclosure or change in designation is appropriate. Upon the request of either the producing or Reviewing Party or upon the presiding officer's own initiative, the presiding officer may conduct a prehearing conference. The burden is on the party asserting confidentiality to show that such proposed disclosure or change in designation should not be made. If the presiding officer determines that such proposed disclosure or change in designation should be made, disclosure must not take place earlier than three (3) full working days after such determination unless otherwise ordered. No party waives any right to seek additional administrative or judicial remedies concerning such presiding officer's ruling.
28. **Maintenance of Protected Status during Periods Specified for Challenging Various Orders.** Any party electing to challenge, in the courts of this state, a Commission or presiding officer determination allowing disclosure or a change in designation will have a

period of ten (10) days from: (a) the date of an unfavorable Commission order; or (b) if the Commission does not rule on an appeal of an interim order, the date an appeal of an interim order to the Commission is overruled by operation of law, to obtain a favorable ruling in state district court. Any party challenging a state district court determination allowing disclosure or a change in designation will have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from a state appeals court. Finally, any party challenging a determination of a state appeals court allowing disclosure or a change in designation will have an additional period of ten (10) days from the date of the order to obtain a favorable ruling from the state supreme court, or other appellate court. All Protected Materials must be afforded the confidential treatment and status provided for in this Protective Order during the periods for challenging the various orders referenced in this paragraph. For purposes of this paragraph, a favorable ruling of a state district court, state appeals court, Supreme Court or other appellate court includes any order extending the deadlines in this paragraph.

29. **Other Grounds for Objection to Use of Protected Materials Remain Applicable.** Nothing in this Protective Order precludes any party from objecting to the use of Protected Materials on grounds other than confidentiality, including the lack of required relevance. Nothing in this Protective Order constitutes a waiver of the right to argue for more disclosure, provided, however, that unless the Commission or a court orders such additional disclosure, all parties will abide by the restrictions imposed by the Protective Order.
30. **Protection of Materials from Unauthorized Disclosure.** All notices, applications, responses or other correspondence must be made in a manner which protects Protected Materials from unauthorized disclosure.
31. **Return of Copies of Protected Materials and Destruction of Information Derived from Protected Materials.** Following the conclusion of these proceedings, each Reviewing Party must, no later than thirty (30) days following receipt of the notice described below, return to the party asserting confidentiality all copies of the Protected Materials provided by that party pursuant to this Protective Order and all copies reproduced by a Reviewing Party, and counsel for each Reviewing Party must provide to the party asserting confidentiality a letter by counsel that, to the best of his or her knowledge,

information, and belief, all copies of notes, memoranda, and other documents regarding or derived from the Protected Materials (including copies of Protected Materials) that have not been so returned, if any, have been destroyed, other than notes, memoranda, or other documents which contain information in a form which, if made public, would not cause disclosure of the substance of Protected Materials. As used in this Protective Order, "conclusion of these proceedings" refers to the exhaustion of available appeals, or the running of the time for the making of such appeals, as provided by applicable law. If, following any appeal, the Commission conducts a remand proceeding, then the "conclusion of these proceedings" is extended by the remand to the exhaustion of available appeals of the remand, or the running of the time for making such appeals of the remand, as provided by applicable law. Promptly following the conclusion of these proceedings, counsel for the party asserting confidentiality will send a written notice to all other parties, reminding them of their obligations under this Paragraph. Nothing in this Paragraph prohibits counsel for each Reviewing Party from retaining two (2) copies of any filed testimony, brief, application for rehearing, hearing exhibit or other pleading which refers to Protected Materials provided that any such Protected Materials retained by counsel will remain subject to the provisions of this Protective Order.

32. **Applicability of Other Law.** This Protective Order is subject to the requirements of the Public Information Act, the Open Meetings Act,³ the Texas Securities Act⁴ and any other applicable law, provided that parties subject to those acts will notify the party asserting confidentiality, if possible under those acts, prior to disclosure pursuant to those acts. Such notice is not required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.
33. **Procedures for Release of Information under Order.** If required by order of a governmental or judicial body, the Reviewing Party may release to such body the

³ Tex. Gov't Code Ann. § 551.001-.146 (West 2017 & Supp. 2017).

⁴ Tex. Rev. Civ. Stat. Ann. arts. 581-1 to 581-43 (West 2010 & Supp. 2016).

confidential information required by such order; provided, however, that: (a) the Reviewing Party must notify the producing party of the order requiring the release of such information within five (5) calendar days of the date the Reviewing Party has notice of the order; (b) the Reviewing Party must notify the producing party at least five (5) calendar days in advance of the release of the information to allow the producing party to contest any release of the confidential information; and (c) the Reviewing Party must use its best efforts to prevent such materials from being disclosed to the public. The terms of this Protective Order do not preclude the Reviewing Party from complying with any valid and enforceable order of a state or federal court with competent jurisdiction specifically requiring disclosure of Protected Materials earlier than contemplated herein. The notice specified in this section is not required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

34. **Best Efforts Defined.** The term "best efforts" as used in the preceding paragraph requires that the Reviewing Party attempt to ensure that disclosure is not made unless such disclosure is pursuant to a final order of a Texas governmental or Texas judicial body, the written opinion of the Texas Attorney General sought in compliance with the Public Information Act, or the request of governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials. The Reviewing Party is not required to delay compliance with a lawful order to disclose such information but is simply required to timely notify the party asserting confidentiality, or its counsel, that it has received a challenge to the confidentiality of the information and that the Reviewing Party will either proceed under the provisions of §552.301 of the Public Information Act, or intends to comply with the final governmental or court order. Provided, however, that no notice is required where the Protected Materials are sought by governmental officials authorized to conduct a criminal or civil investigation that relates to or involves the Protected Materials, and those governmental officials aver in writing that such notice could compromise the investigation and that the governmental entity involved will maintain the confidentiality of the Protected Materials.

35. **Notify Defined.** "Notify" for purposes of Paragraphs 32, 33 and 34 means written notice to the party asserting confidentiality at least five (5) calendar days prior to release; including when a Reviewing Party receives a request under the Public Information Act. However, the Commission, OAG, or OPC may provide a copy of Protected Materials to the Open Records Division of the OAG as provided herein.

36. **Requests for Non-Disclosure.** If the producing party asserts that the requested information should not be disclosed at all, or should not be disclosed to certain parties under the protection afforded by this Protective Order, the producing party must tender the information for in camera review to the presiding officer within ten (10) calendar days of the request. At the same time, the producing party is required to file and serve on all parties its argument, including any supporting affidavits, in support of its position of non-disclosure. The burden is on the producing party to establish that the material should not be disclosed. The producing party must serve a copy of the information under the classification of Highly Sensitive Protected Material to all parties requesting the information that the producing party has not alleged should be prohibited from reviewing the information.

Parties wishing to respond to the producing party's argument for non-disclosure must do so within five working days. Responding parties should explain why the information should be disclosed to them, including why disclosure is necessary for a fair adjudication of the case if the material is determined to constitute a trade secret. If the presiding officer finds that the information should be disclosed as Protected Material under the terms of this Protective Order, the presiding officer will stay the order of disclosure for such period of time as the presiding officer deems necessary to allow the producing party to appeal the ruling to the Commission.

37. **Sanctions Available for Abuse of Designation.** If the presiding officer finds that a producing party unreasonably designated material as Protected Material or as Highly Sensitive Protected Material, or unreasonably attempted to prevent disclosure pursuant to Paragraph 36, the presiding officer may sanction the producing party pursuant to 16 TAC § 22.161.

38. **Modification of Protective Order.** Each party will have the right to seek changes in this Protective Order as appropriate from the presiding officer.
39. **Breach of Protective Order.** In the event of a breach of the provisions of this Protective Order, the producing party, if it sustains its burden of proof required to establish the right to injunctive relief, will be entitled to an injunction against such breach without any requirements to post bond as a condition of such relief. The producing party will not be relieved of proof of any element required to establish the right to injunctive relief. In addition to injunctive relief, the producing party will be entitled to pursue any other form of relief to which it is entitled.

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ATTACHMENT A

Protective Order Certification

I certify my understanding that the Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Order in this docket and that I have received a copy of it and have read the Protective Order and agree to be bound by it. I understand that the contents of the Protected Materials, any notes, memoranda, or any other form of information regarding or derived from the Protected Materials must not be disclosed to anyone other than in accordance with the Protective Order and unless I am an employee of the Commission or OPC will be used only for the purpose of the proceeding in Docket No. _____. I acknowledge that the obligations imposed by this certification are pursuant to such Protective Order. Provided, however, if the information contained in the Protected Materials is obtained from independent public sources, the understanding stated here will not apply.

Signature

Party Represented

Printed Name

Date

Email Address

I certify that I am eligible to have access to Highly Sensitive Protected Material under the terms of the Protective Order in this docket.

Signature

Party Represented

Printed Name

Date

Email Address

ATTACHMENT B

I request to view/copy the following documents:

Document Requested	# of Copies	Non-Confidential	Protected Materials and/or Highly Sensitive Protected Materials

Signature

Party Represented

Printed Name

Date

ATTACHMENT C

DOCKET NO. _____

**APPLICATION OF EL PASO § BEFORE THE
 ELECTRIC COMPANY TO CHANGE § PUBLIC UTILITY COMMISSION
 RATES § OF TEXAS**

**STATEMENT UNDER SECTION 4 OF THE PROTECTIVE ORDER AND LIST OF
 CONFIDENTIAL OR HIGHLY SENSITIVE INFORMATION**

The following is a list of the schedules and workpapers that are included in this Application that El Paso Electric Company (EPE) has designated as either Confidential (Protected Material) or Highly Sensitive (Highly Sensitive Protected Material) as those terms are explained and applied in the Protective Order accompanying this Application. In addition, the following list provides the protected designation, the reason for the protection, and the witnesses sponsoring the protected material. EPE considers the information listed below to either be confidential employee related information, commercial or financial information, customer-specific information, proprietary information, trade secrets, information that if publicly disclosed would be contrary to contractual obligations of EPE, or some combination thereof. The public disclosure of this information would harm EPE or third parties with whom EPE must maintain an ongoing business relationship. As such, this information is excepted from disclosure under Texas Government Code §§ 418.181, 552.101, or 552.110 or Texas Utilities Code § 32.101(c).

DOCUMENT	DESIGNATION	REASON FOR PROTECTION	SPONSOR
Rate Filing Package			
C-6.9: Nuclear Fuel Inventory Policy	Highly Sensitive	Commercial Information	Hawkins, David C.
WP/E-1.2-2: Obsolete Assets	Confidential	Security-related information	Horton, Todd
WP/E-2.2: Fossil Fuel Inventory Evaluation	Confidential	Proprietary Information	Hawkins, David C.
WP/G-2.3: Administrative Fees – Contract	Confidential	Proprietary Information	Prieto, Cynthia S.

DOCUMENT	DESIGNATION	REASON FOR PROTECTION	SPONSOR
Rate Filing Package			
WP/G-2.3: Administrative Fees – Contract	Highly Sensitive	Contractual/ Proprietary Information	Prieto, Cynthia S.
G-5.1: Analysis of Legislative Advocacy	Confidential	Proprietary Information	Prieto, Cynthia S. Schichtl, James
G-5.1(a): Payments to Registered Lobbyists	Confidential	Proprietary Information	Prieto, Cynthia S. Schichtl, James
WP/G-7.13: List of FIT Testimony – Tax- Related Items	Confidential	Proprietary Information	Ihorn, Sean
H-6.1c: Nuclear Unit Outage Planning	Highly Sensitive	Commercial Information (planned outages)	Hawkins, David C.
H-6.2c: Fossil Unit Outage Planning	Highly Sensitive	Commercial Information (planned outages)	Hawkins, David C.
H-7.2: Production Plant/Unit Staffing Study	Confidential	Proprietary Information	Hawkins, David C.
H-12.3c: Generating Unit Efficiency & Controls	Confidential	Commercial Information (heat rates)	Hawkins, David C. Olson, J Kyle
I-7: Natural Gas Storage Description	Highly Sensitive	Contractual/Proprietary Information	Hawkins, David C.
I-21: Fuel Management	Highly Sensitive	Contractual/Proprietary Information	Hawkins, David C.
K-4: Notes Payable	Confidential	Financial Forecasts	Budtke, Lisa

DOCUMENT	DESIGNATION	REASON FOR PROTECTION	SPONSOR
Rate Filing Package			
K-5 and WP/K-5 page 9: Security Issuance Restrictions	Confidential	Financial Forecasts/Proprietary Information	Budtke, Lisa
K-6 and WP/K-6: Financial Ratios	Confidential	Financial Forecasts/Proprietary Information	Budtke, Lisa
K-7 and WP/K-7: Capital Requirements and Acquisition Plan	Confidential	Financial Forecasts/Proprietary Information	Budtke, Lisa
O-10.1: Historical Data (Number of Customers)	Confidential	Proprietary Information	Novela, George
O-10.2: Personal Income Data (Nominal Personal Income)	Confidential	Proprietary Information	Novela, George
Q-8.1: Expected Marginal and Average Energy Cost Schedules	Confidential	Financial Forecasts/Proprietary Information	Carrasco, Manuel
Q-8.2: Expected Annual Duration Curve	Confidential	Financial Forecasts/Proprietary Information	Carrasco, Manuel
Q-8.3: Expected Marginal and Avg. Energy Costs	Confidential	Proprietary Information	Carrasco, Manuel
Q-8.4: Diurnal Load	Confidential	Staffing Projections/Proprietary Information	Carrasco, Manuel

Protected Material for Rate Case Filing

I certify that I have reviewed the documents listed above and state in good faith that the information is excepted from public disclosure under Texas Government Code §§ 418.181, 552.101, or 552.110 or Texas Utilities Code § 32.101(c) and therefore merit the applicable designation of Confidential (Protected Material) or Highly Sensitive (Highly Sensitive Protected Material) as detailed in the Protective Order accompanying this application.

Laura B. Kennedy

Laura Bradshaw Kennedy
Duggins, Wren, Mann & Romero, LLC
Attorney for El Paso Electric Company

Date: 5/31/2021

Protected Material for Rate Case Filing

The following is a list of the schedules and workpapers that are included in this Application that El Paso Electric Company (EPE) has designated as either Confidential (Protected Material) or Highly Sensitive (Highly Sensitive Protected Material) as those terms are explained and applied in the Protective Order accompanying this Application. In addition, the following list provides the protected designation, the reason for the protection, and the witnesses sponsoring the protected material. EPE considers the information listed below to be commercial or financial information, customer-specific information, or information that is otherwise exempt from disclosure under the Public Information Act, TEX. GOVT. CODE ANN. §§418.181, 552.101 and 552.110, or TEX. UTIL. CODE § 32.101(c).

DOCUMENT	DESIGNATION	REASON FOR PROTECTION	SPONSOR
Rate Filing Package			
C-6.9: Nuclear Fuel Inventory Policy	Highly Sensitive	Commercial Information	Hawkins, David C.
WP/E-1.2-2: Obsolete Assets	Confidential	Security-related information	Horton, Todd
WP/E-2.2: Fossil Fuel Inventory Evaluation	Confidential	Proprietary Information	Hawkins, David C.
WP/G-2.3: Administrative Fees – Contract	Confidential	Proprietary Information	Prieto, Cynthia S.
WP/G-2.3: Administrative Fees – Contract	Highly Sensitive	Contractual/ Proprietary Information	Prieto, Cynthia S.
G-5.1: Analysis of Legislative Advocacy	Confidential	Proprietary Information	Prieto, Cynthia S. Schichtl, James
G-5.1(a): Payments to Registered Lobbyists	Confidential	Proprietary Information	Prieto, Cynthia S. Schichtl, James
WP/G-7.13: List of FIT Testimony – Tax- Related Items	Confidential	Proprietary Information	Ihorn, Sean

DOCUMENT	DESIGNATION	REASON FOR PROTECTION	SPONSOR
Rate Filing Package			
H-6.1c: Nuclear Unit Outage Planning	Highly Sensitive	Commercial Information (planned outages)	Hawkins, David C.
H-6.2c: Fossil Unit Outage Planning	Highly Sensitive	Commercial Information (planned outages)	Hawkins, David C.
H-7.2: Production Plant/Unit Staffing Study	Confidential	Proprietary Information	Hawkins, David C.
H-12.3c: Generating Unit Efficiency & Controls	Confidential	Commercial Information (heat rates)	Hawkins, David C. Olson, J Kyle
I-7: Natural Gas Storage Description	Highly Sensitive	Contractual/Proprietary Information	Hawkins, David C.
I-21: Fuel Management	Highly Sensitive	Contractual/Proprietary Information	Hawkins, David C.
K-4: Notes Payable	Confidential	Financial Forecasts	Budtke, Lisa
K-5 and WP/K-5 page 9: Security Issuance Restrictions	Confidential	Financial Forecasts/Proprietary Information	Budtke, Lisa
K-6 and WP/K-6: Financial Ratios	Confidential	Financial Forecasts/Proprietary Information	Budtke, Lisa
K-7 and WP/K-7: Capital Requirements and Acquisition Plan	Confidential	Financial Forecasts/Proprietary Information	Budtke, Lisa
O-10.1: Historical Data (Number of Customers)	Confidential	Proprietary Information	Novela, George
O-10.2: Personal Income Data (Nominal Personal Income)	Confidential	Proprietary Information	Novela, George

DOCUMENT	DESIGNATION	REASON FOR PROTECTION	SPONSOR
Rate Filing Package			
Q-8.1: Expected Marginal and Average Energy Cost Schedules	Confidential	Financial Forecasts/Proprietary Information	Carrasco, Manuel
Q-8.2: Expected Annual Duration Curve	Confidential	Financial Forecasts/Proprietary Information	Carrasco, Manuel
Q-8.3: Expected Marginal and Avg. Energy Costs	Confidential	Proprietary Information	Carrasco, Manuel
Q-8.4: Diurnal Load	Confidential	Staffing Projections/Proprietary Information	Carrasco, Manuel

I certify that I have reviewed the documents listed above and state in good faith that the information is excepted from public disclosure under Texas Government Code §§ 418.181, 552.101, or 552.110 or Texas Utilities Code § 32.101(c) and therefore merit the applicable designation of Confidential (Protected Material) or Highly Sensitive (Highly Sensitive Protected Material) as detailed in the Protective Order accompanying this application.

Laura B. Kennedy

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Date: 5/31/2021