

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46

MAINTENANCE POWER SERVICE FOR QUALIFYING FACILITIES

requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by the Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as described in the Customer's application for service.

PRORATION ADJUSTMENTS

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

SPECIAL PROVISIONS

- A. All Maintenance Power service supplied by the Company that has not been scheduled with the Company and approved by the Company through prior written notice shall be billed under the provisions of Backup Power Service. If this situation occurs more than twice during any consecutive six (6) month period, the Customer shall be required to contract for Backup Power Service in the event that the Customer previously had not contracted for such service.
- B. In the event maintenance occurs during the months of May through October or exceeds a maximum of sixty (60) days in aggregate, the total per calendar year, unless it is agreed to extend Maintenance Power Service, by written request by the Customer and written consent of the Company, such excess use of capacity will be billed as Supplementary Power Service.
- C. A Qualifying Facility shall schedule its maintenance by giving the Company advance notice on the length of the outage as follows:

Pre-Scheduled Maintenance Outage

1 day or less
2 to 5 days
6 to 30 days

Required Advanced Notice

5 calendar days
30 calendar days
90 calendar days

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

- D. Maintenance Power Service requested during the months of May through October, that is scheduled in advance and agreed to by the Company, shall be billed according to the terms of Maintenance Power Service.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47

BACKUP POWER SERVICE FOR QUALIFYING FACILITIES

APPLICABILITY

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

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

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

This rate schedule is applicable to use of service for Backup Power Service for energy and/or capacity supplied by the Company during an unscheduled outage at a facility qualifying as a "Small Power Production Facility" or as a "Cogeneration Facility" as defined in 292.203 (a) and (b), respectively, of Title 18 of the Code of Federal Regulations (CFR).

TERRITORY

Texas Service Area

TYPE OF SERVICE

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

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

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BACKUP POWER SERVICE FOR QUALIFYING FACILITIES

BACKUP POWER SERVICE RATE

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

MONTHLY RESERVATION FEE

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

DELIVERY SERVICE CHARGE

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

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Secondary Delivery	\$6.02	\$4.97
Primary Delivery	\$4.92	\$4.24

DETERMINATION OF CONTRACT CAPACITY

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

COMMON PROVISIONS

Interconnection Charge:

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

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BACKUP POWER SERVICE FOR QUALIFYING FACILITIES

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

The Company shall provide a detailed estimate of the cost of after the Company has approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs of interconnection shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection, if any, shall be made to the appropriate party. In addition, customers with design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

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

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

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

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BACKUP POWER SERVICE FOR QUALIFYING FACILITIES

OTHER APPLICABLE RIDERS

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

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

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

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

PRORATION ADJUSTMENTS

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

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 48

NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS, DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES

APPLICABILITY

This rate schedule is available to customers who generate electrical energy and who wish to interconnect a generating facility in parallel with the Company's system. Service under this rate schedule is contingent upon the acceptance of the Standard Interconnection Agreement for qualifying small power production and cogeneration facilities as defined below. Service under this rate schedule is contingent upon the acceptance of the Agreement for Interconnection and Parallel Operation of Distributed Generation set forth in Public Utility Commission of Texas Rule 25.211(p) (16 Tex. Admin. Code § 25.211(p)) for distributed renewable generation facilities as defined in Texas Public Utility Regulatory Act § 39.916.

This rate schedule sets forth a customer charge and applies to non-firm purchases of energy generated by:

1. Qualifying small power production and cogeneration facilities as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978.
2. Distributed renewable generation facilities as defined in Texas Public Utility Regulatory Act §39.916.

TERRITORY

Texas Service Area

MONTHLY RATE

Customer Charge, payable to the Company by the Customer

\$ 15.00 For customers receiving energy payments under Method A.
\$165.00 For customers receiving energy payments under Method B.

Method A: Energy Payment, payable to the Customer by the Company

For qualifying facilities and distributed renewable generation facilities who provide non-firm energy at a rate of 100 kilowatts (kW) or less, the monthly energy payment rate shall be the lesser of the Company's cost of fuel and purchased power per kilowatt-hour (kWh) for the billing month in which the energy was received or, the Company's avoided energy cost as

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determined by averaging the Daily Peak and Daily Off-Peak values for one (1) megawatt (MW) from the Estimated Avoided Energy Cost for the current year as filed in the Company's most recent annual filing pursuant to PUCT §25.242 (e)(2)(A).

Method B: Energy Payment, payable to the Customer by the Company

For Qualifying Facilities and distributed renewable generation facilities who provide non-firm energy at a rate greater than 100 kW, the monthly energy payment rate, payable by the Company, shall be the amount of fuel and purchased power costs per kWh which were avoided by the Company calculated within the three rating periods specified below:

On-Peak Rating Period - For energy purchased from the Qualifying Facility within the weekday hours of 12:00 p.m. to 5:00 p.m. MDT.

Shoulder Rating Period - For energy purchased from the Qualifying Facility within the weekday hours of 8:00 a.m. to 12:00 p.m. MDT or 5:00 p.m. to 9:00 p.m. MDT.

Off-Peak Rating Period - For energy purchased from the Qualifying Facility within the weekday hours of 9:00 p.m. to 8:00 a.m. MDT or on weekends.

TYPE OF SERVICE

Service available under this rate schedule will be alternating current at one of the Company's standard service voltages, single or three phase, at 60 hertz. The harmonic content of the Customer's generation must not cause interference or equipment problems for the Company or other Company customers. The Company reserves the right to discontinue any Qualifying Facility that causes harmful or annoying voltage fluctuations.

METERING AND SERVICE FACILITIES

The Company will install, own and maintain the meter and metering equipment. The Customer will install customer-furnished meter socket or metering cabinet, or both, at a Company-designated location on the Customer's premises.

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

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The Company will provide those customers with qualifying facilities having a design capacity of 100 kW or less the following metering options:

- A. Metering through two (2) meters with one measuring the Customer's net consumption and the other measuring net production of the Qualifying Facility. Net consumption is the total load of the Customer less the power supplied by the qualifying facility to meet any portion of that load. Net production is the total power supplied by the Qualifying Facility less the power requirements of the Customer.
- B. Metering through two (2) meters with one measuring the Customer's total consumption and the other measuring the total production of the Qualifying Facility.

The Company will provide the additional option of interconnection through a single meter that runs forward and backward for those Customers that are either: 1) an apartment house occupied by low-income elderly tenants that qualifies for master metering under Utilities Code Section 184.012(b) and the distributed renewable generation is reasonably expected to generate not less than 50 percent of the apartment house's annual electricity use; or, 2) have Qualifying Facilities with a design capacity of 50 kW or less and that utilize a renewable energy resource.

This net metering option is available only if the distributed renewable generation or Qualifying Facility is rated to produce an amount of electricity that is less than or equal to: 1) the Customer's estimated annual kWh consumption for a new apartment house or Qualifying Facility; or, 2) the amount of electricity the Customer consumed in the year before installation of the distributed renewable generation or Qualifying Facility. Measured net consumption shall be billed under the standard rate schedule applicable to the Customer. Measured net production shall be purchased in accordance with the provisions of this rate schedule and is limited, on an annual basis, to ten percent of the Customer's annual kWh consumption prior to service under this rate schedule. The Customer will not be assessed the Monthly Customer Charge.

CUSTOMER FACILITIES

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

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The Customer's generation and interconnection facilities shall meet all applicable local codes, all applicable provisions of the National Electric Code and the National Electric Safety Code, as such codes now exist or as they may be amended, and all applicable and prudent safety and electrical practice standards.

The Customer's generation equipment shall not be interconnected with the Company's system without the prior written consent of the Company.

INTERCONNECTION COSTS

Interconnection costs for distributed renewable generation facilities are governed by Rate Schedule DG – Interconnection and Parallel Operation of Distributed Generation and Public Utility Commission of Texas Rules 25.211 and 25.212.

Qualifying small power production and cogeneration facilities customers under this rate schedule shall be subject to a charge for interconnection costs as set forth below.

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

The Company shall provide a detailed estimate of the cost of interconnection after the Company has approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection, if any, shall be made to the appropriate party. In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

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OPERATION OF FACILITIES

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

The Customer shall provide, at all times, ingress and egress to the isolating switch which will isolate the Customer's generation from the Company's electrical system.

The Customer shall permit the Company's agents and employees to enter upon the Customer's property at any reasonable time for the purpose of inspecting or testing the generation and interconnection facilities to ensure continued safe operation and the accuracy of the Company's metering equipment; provided, however, such inspections shall not relieve the Customer from its obligation to maintain the generation and interconnection facilities. The Company shall not, by reason of the inspection, be responsible for the design, adequacy, capacity, operation, or any combination thereof, of the Customer's generating equipment and other customer-owned electrical equipment.

The Company retains the right to require the Customer to limit production of energy to an amount no greater than the Customer's load as electrical operating conditions warrant.

BILLING STATEMENT

The Company shall prepare a monthly statement showing the customer charge, kWh delivered to the Company for the monthly billing period and the total amount due the Customer. The Company shall submit the statement and the net payment, if any, to the Customer approximately twenty (20) working days from the meter reading date.

The Company will normally credit the payments to the Distributed Renewable Generation Customer's monthly electric service bill. If the payment for non-firm energy supplied to the Company exceeds the total of the Customer's monthly electric service bill, a credit balance of not more than \$50.00 will be carried forward to the Customer's next monthly bill. The Company shall refund to the Customer a credit balance that is not carried forward, or the portion of a credit balance that exceeds \$50.00, if the credit balance is carried forward.

INDEMNITY

The provisions of the Indemnity Clause in the Customer's contract for service under this rate schedule will apply.

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DISTRIBUTED RENEWABLE GENERATORS AND QUALIFYING FACILITIES

TERMS AND CONDITIONS

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

The Company and the Customer shall enter into a written contract for the interconnection and parallel operation of the Customer's generation with the Company's electrical system.

The term of the contract shall not be less than one (1) year.

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SCHEDULE NO. 49

STATE UNIVERSITY DISCOUNT RATE RIDER

APPLICABILITY

In compliance with the directive of Public Utility Regulatory Act (PURA) Section 36.351, this rate discount is available to any facility of any four-year state university or upper-level institution. This rate schedule is only available as a rate discount in conjunction with a Customer's applicable standard rate schedule currently in effect.

TERRITORY

Texas Service Area

MONTHLY BASE RATE DISCOUNT

A discount of 20 percent will be deducted from the base portion of the Customer's applicable rate schedule for electric service. The base portion includes the sum of: Customer Charge, Demand Charge, Base Energy Charges, and Power Factor Adjustment (if applicable), and other applicable riders and is exclusive of the Fixed Fuel Factor, Energy Efficiency Cost Recovery Factor, Merger Rate Credit Factor and Military Base Discount Recovery Factor.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under the rate schedules associated with this rider is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

For the purpose of this rate schedule, "Customer" includes any facility of any four-year state university or upper-level institution.

The Customer's account with the Company must be in the name of a four-year state university or upper-level institution.

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SCHEDULE NO. 51

INTERRUPTIBLE POWER SERVICE FOR QUALIFYING FACILITIES

APPLICABILITY

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

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

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

TERRITORY

Texas Service Area

TYPE OF SERVICE

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

Interruptible Power is defined as electric energy or capacity supplied by the Company subject to interruption by the Company under specified conditions.

INTERRUPTIBLE POWER SERVICE RATE

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

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SCHEDULE NO. 51

**INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES**

MONTHLY RESERVATION FEE

A monthly reservation fee will be charged in the months that interruptible power is not utilized by the Qualifying Facility. The reservation fee will be the retail rates currently in effect and applicable to the Customer absent its Qualifying Facility generation times the greater of ten percent of the monthly contracted capacity demand or the experienced annual Forced Outage Rate (FOR) of the Customer expressed in percentage terms of the Qualifying Facility for the most recent twelve (12) month period ending with the current month times the monthly contracted capacity demand.

DELIVERY SERVICE CHARGE

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

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Secondary Delivery	\$6.02	\$4.97
Primary Delivery	\$4.92	\$4.24

The charge is less any Delivery Service Charges applied pursuant to the provisions of the Company's Rate Schedule No. 47, Backup Power Service for Qualifying Facilities, or Rate Schedule No. 46, Maintenance Power Service for Qualifying Facilities, but not less than \$0.

COMMON PROVISIONS

Interconnection Charge:

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

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

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INTERRUPTIBLE POWER SERVICE FOR QUALIFYING FACILITIES

The Company shall provide a detailed estimate of the cost of interconnection after the Company has approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements shall be made for the difference between the actual and estimated cost of interconnection. In addition, customers with design capacity greater than 100 kW shall pay an annual charge of 4.7511% of the capital costs of interconnection to provide for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.7511% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

METERING EQUIPMENT AND FACILITIES

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

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

GENERAL CONDITIONS

The Company may make intentional interruptions at any time and from time to time, when emergency conditions exist and at the Company's sole discretion, for up to two hundred (200) hours in any calendar year with individual interruptions limited to no more than six (6) hours per interruption, and no more than three (3) interruptions per calendar week. In the event of an interruption, the Company will provide thirty (30) minute notice prior to interruption. Emergency conditions are deemed to exist at any time, in the sole judgment of the Company, that demands for electricity exceed or are expected to be likely to exceed the Company's available electric supply for whatever reason or reasons including, but not limited to, breakdown of generating units, distribution equipment or other critical facilities; short-term or long term shortages of fuel or generation, distribution, and other facilities; or requirements or orders of governmental agencies. The Company may not interrupt the Customer (1) due solely to differences in the Company's marginal cost of energy and the energy-related charges for Noticed Interruptible Power Service, or (2) to continue or make non-firm off-system sales.

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INTERRUPTIBLE POWER SERVICE FOR QUALIFYING FACILITIES

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

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

NON-COMPLIANCE

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

- 1) During a calendar year, the first occasion on which the Customer fails to comply with a request for curtailment shall result in the Customer being billed (or re-billed, if necessary) the entire month at the retail rates currently in effect and otherwise applicable to the Customer ("Retail Rate"); and
- 2) During the same calendar year, the second occasion on which the Customer fails to comply with a request for curtailment shall result in the Customer being re-billed at the Retail Rate for the period from January 1 of such calendar year through the end of the month in which such second failure occurred (less amounts previously remitted by the Customer for such period) with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by Customer for such period); and
- 3) During the same calendar year, the third occasion on which the Customer fails to comply with a request for curtailment shall result in the immediate termination of service under the Noticed Interruptible Power Service rate, and the Customer will be served and billed for electric service for that entire month and thereafter at the Retail Rate. Additionally, the Customer will be re-billed at the Retail Rate for each month of such calendar year that was not previously billed or re-billed at the Retail Rate under this Non-Compliance section, with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills, less amounts previously remitted by the Customer for such period.

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INTERRUPTIBLE POWER SERVICE FOR QUALIFYING FACILITIES

Upon the expiration of twelve (12) months following the date of the third failure to comply, the Customer may reapply for electric service at the Company's then-current interruptible rate. As a condition precedent to the reestablishment of electric service at the Company's then-current interruptible rate, the Customer must demonstrate to the Company's satisfaction its ability to comply with the Company's applicable rate schedule and the terms of the Company's then-current interruptible rate agreement.

POWER FACTOR ADJUSTMENT

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

ADJ = $((kW \times .95 / PF) - kW) \times DC$, where
ADJ = Increase to applicable Demand Charge,
kW = Maximum Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

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

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

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

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 51

INTERRUPTIBLE POWER SERVICE
FOR QUALIFYING FACILITIES

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

The service supplied hereunder is to be used exclusively within the premises of the Customer, as described in the Customer's application for service.

PRORATION ADJUSTMENTS

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

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 95

MILITARY BASE RATE DISCOUNT

APPLICABILITY

In compliance with the directive of Public Utility Regulatory Act (PURA) §36.354, this rate discount is available to federal military bases.

TERRITORY

Texas Service Area

MONTHLY BASE RATE DISCOUNT

A discount of 20 percent will be deducted from the base portion of the Customer's applicable standard rates for electric service. The base portion includes the sum of: Customer Charge, Demand Charge, Base Energy Charges, and Power Factor Adjustment (if applicable), and other applicable riders, and is exclusive of the Fixed Fuel Factor, Energy Efficiency Cost Recovery Factor, Merger Rate Credit Factor, and Military Base Discount Recovery Factor.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

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

For the purpose of this rate schedule, "Customer" includes any facility of a federal military base.

The Customer's account with the Company must be in the name of a federal military base and located on such base or agreed upon by the Company.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

APPLICABILITY

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

TERRITORY

Texas Service Area

SERVICE CHARGES

Description of Service Charge	Rate
New Service Start - No Field Activity Required	\$ 2.75
New Service Start - Field Activity Required	\$ 16.00
New Service Start - No Existing Meter (Standard Rate)	\$ 51.25
New Service Start - No Existing Meter (Non-Standard Rate)	\$ 310.00
Energy Diversion Charge	\$ 298.50
Energy Diversion With Damage Charge	\$ 474.25 minimum
Meter Seal Replacement Charge	\$ 11.00
No Access To Equipment Charge - Field Activity Required	\$ 29.25
No Access to Equipment Charge – Enhanced Field Activity Required	\$ 47.75 minimum
"No Light" Service Call Charge (Standard Rate)	\$ 31.25
"No Light" Service Call Charge (Non-Standard Rate)	\$ 302.50
Non-Pay Reconnect Charge @ Meter	\$ 35.00
Non-Pay Reconnect at Pole Charge	\$ 164.25
Pulse Metering Equipment Installation	\$ 285.50
Pulse Metering Equipment Repair	\$ 80.50
Returned Payment Charge	\$ 22.00
Requested Meter Test Charge (Single Phase)	\$ 72.25
Requested Meter Test Charge (Three Phase)	\$ 156.75
Temporary Overhead Connection Charge	\$ 188.00
Temporary Underground Connection Charge	\$ 188.00
Unable to Connect Requested Service for Failed Inspection	\$ 79.25
Facilities Rental Charge (Monthly)	1.1901% of cost
Maintenance of Customer-Dedicated Facility Charge (Monthly)	0.5648% of cost
Maintenance of Customer-Owned Facility Charge (Monthly)	2.5886% of cost
Special Billing Analysis Charge	\$ 75.50 minimum
Non-Routine Miscellaneous Charge	2.5886% of cost
Out of Cycle Meter Reading Charge	\$ 14.25

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

MISCELLANEOUS CHARGE DESCRIPTIONS

NEW SERVICE START – NO FIELD ACTIVITY REQUIRED

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

NEW SERVICE START – FIELD ACTIVITY REQUIRED

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

NEW SERVICE START – NO EXISTING METER (STANDARD RATE)

The charge for a new service account setup and service wires and a meter are installed for the first time to a new premise or point of service to initiate a new electric service account. The Standard Rate is charged when a Customer requests that the service installation be scheduled during normal Company work hours.

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

The charge for a new service account setup and service wires are installed for the first time to a new premise or point of service to initiate a new electric service account. The Non-Standard Rate is charged when Customer requests same-day connection, or outside of normal Company work hours.

ENERGY DIVERSION CHARGE

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

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

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SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

ENERGY DIVERSION WITH DAMAGE CHARGE

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

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

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

METER SEAL REPLACEMENT CHARGE

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

NO ACCESS TO EQUIPMENT CHARGE - FIELD ACTIVITY

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

NO ACCESS TO EQUIPMENT CHARGE – ENHANCED FIELD ACTIVITY

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

“NO LIGHT” SERVICE CALL CHARGE (STANDARD RATE)

The charge when a Customer calls the Company to report "No Lights" and requests Company service personnel be dispatched to the Customer premises and it is determined that the "No Light" condition was caused by a problem in the Customer-owned wiring or equipment on the Customer's side of the point of delivery. The Standard Rate is charged when a Customer requests that the "No Light" service call be scheduled during normal Company work hours.

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SCHEDULE NO. 99

MISCELLANEOUS SERVICE CHARGES

“NO LIGHT” SERVICE CALL CHARGE (NON-STANDARD RATE)

The charge when a Customer calls the Company to report “No Lights” and requests Company service personnel be dispatched to the Customer premises and it is determined that the "No Light" condition was caused by a problem in the Customer-owned wiring or equipment on the Customer's side of the point of delivery. The Non-Standard Rate is charged when a Customer requests that the “No Light” service call be scheduled outside of normal Company work hours.

NON-PAY RECONNECT CHARGE @ METER

The charge when the Customer requests reconnection of electric service following a disconnection of service due to the non-payment of the Customer's bill. All reconnections will be scheduled for same day or next day, during normal Company work hours.

NON-PAY RECONNECT AT THE POLE CHARGE

The charge for the reconnection of electric service when the Customer was disconnected at the pole or riser for non-payment of its bill and when Company personnel were unable to gain access to the meter for disconnection due to a condition at the Customer's premise (i.e., locked gate, dog, blocked meter, fence, etc.). Reconnection will be made on a next-day or scheduled basis during normal Company work hours.

PULSE METERING EQUIPMENT INSTALLATION

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

PULSE METERING EQUIPMENT REPAIR

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

RETURNED PAYMENT CHARGE

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

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MISCELLANEOUS SERVICE CHARGES

REQUESTED METER TEST (SINGLE PHASE)

The charge for testing the meter if the meter has been tested at the Customer's request within the previous four (4) years, and during the current test the meter is found to be within the accuracy standards established by the American National Standards Institute.

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

REQUESTED METER TEST (THREE PHASE)

The charge for testing the meter if the meter has been tested at the Customer's request within the previous four (4) years, and during the current test the meter is found to be within the accuracy standards established by the American National Standards Institute.

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

TEMPORARY OVERHEAD CONNECTION CHARGE

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

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

TEMPORARY UNDERGROUND CONNECTION CHARGE

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

If the desired type of service is not single or three phase 120/240 volt service and/or is not available at the Customer's point of delivery, temporary service will be provided only when

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MISCELLANEOUS SERVICE CHARGES

the Customer pays the entire cost of installing and removing the necessary facilities to provide the temporary service in advance to the Company.

UNABLE TO CONNECT REQUESTED SERVICE FOR FAILED INSPECTION

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

FACILITIES RENTAL CHARGE

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

MAINTENANCE OF CUSTOMER-DEDICATED FACILITY CHARGE

The charge calculated and assessed monthly to recover the cost of the Company's investment in facilities and maintenance dedicated to serve an individual Customer and covered by a Customer Advance for Construction (CAFC) or a Contribution in Aid of Construction (CIAOC). A monthly charge will continue for the term of the CAFC, or five (5) years for CIAOC, with the monthly charge applicable to either the remaining CAFC balance or the Customer's CIAOC balance to the Company, when a Customer requests and the Company agrees to provide Company-owned facilities and equipment dedicated to a single Customer.

MAINTENANCE OF CUSTOMER-OWNED FACILITY CHARGE

The charge calculated and assessed monthly to the Customer on the total maintenance costs incurred by the Company and billed to the Customer when a Customer requests and the Company agrees to provide maintenance for Customer-owned facilities and equipment.

SPECIAL BILLING ANALYSIS CHARGE

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

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MISCELLANEOUS SERVICE CHARGES

charge, whichever is greater.

NON-ROUTINE MISCELLANEOUS CHARGE

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

OUT OF CYCLE METER READING CHARGE

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

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

AVAILABILITY

This rate schedule is applicable to Customers with facilities consisting of one or more on-site generating units operating in parallel with the Company's system (Distributed Generation) as defined in Public Utility Commission of Texas (PUCT or Commission) 16 Texas Administrative Code (TAC) §25.211 and §25.212 (DG Rule) pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. To qualify for this rate schedule, no more than ten (10) megawatts (MW) of a facility's capacity will be interconnected at any point in time at the point of common coupling with the Company's distribution system, and the Customer shall have no intent to sell electricity in the wholesale energy market.

APPLICATION FOR INTERCONNECTION

A person seeking interconnection and parallel operation of Distributed Generation (DG) with the Company's distribution system must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System, which is incorporated herein. The Application must be accompanied by an End-Use Customer Acknowledgement Regarding Rates signed by the end-use customer, which is incorporated herein.

An Interconnection Customer shall pay the following application fee to the Company at the time the Customer delivers its interconnection application to the Company:

1. \$85.00 if the proposed generating facility will have a rated capacity less than or equal to 100 kilowatts (kW); or
2. \$230.00 if the proposed generating facility will have a rated capacity greater than 100 kW.

Amendments and addenda to an existing interconnection agreement undertaken in order to record increases of DG capacity or additions of storage will be subject to an interconnection application fee not to exceed 50% of the fee applicable for new interconnections. Amendments and addenda shall not result in forfeiture of grandfathering provisions where an agreement has previously been grandfathered pursuant to the terms of Rate Schedule No. 01 or Rate Schedule No. 02. Cancellation of interconnection agreements and complete and permanent removal of existing interconnected DG or storage shall result in forfeiture of grandfathering provisions under the terms of Rate Schedule No. 01 or Rate Schedule No. 02 but will not be subject to a fee of any kind.

DEFINITIONS

On-peak periods and off-peak periods are all defined in the appropriate rate schedules under which the Customer takes power.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

TERRITORY

Texas Service Area

TYPE OF SERVICE

Distributed Generation: DG systems may be comprised of one or more primary technologies such as internal combustion engines, combustion turbines, photovoltaics, wind, landfill gas, and batteries.

PRICING

Pricing for supplemental, maintenance, backup, and non-firm purchased power will be in accordance with the Company's Supplemental, Maintenance, Backup, Non-Firm Purchased Power, and Interruptible Power Service Rate Schedule Nos. 45, 46, 47, 48, and 51 and other applicable rate schedules. All Customers, except residential service customers and commercial customers whose capacity is 15 kW or less, must have a demand meter.

PRE-INTERCONNECTION STUDY

A pre-interconnection study may be required and conducted by Company or by the Company's authorized agent. A pre-interconnection study is an on-site analysis used to determine the interconnection requirements and the system voltage for providing parallel service to a DG Customer and an engineering analysis that determines whether the presence of the DG unit at a particular location would interfere with the protective fusing and relaying on the distribution system. The study includes an analysis of the DG contribution to power flow, VAr flow, available fault current, and effects on switched capacitors and voltage under normal and worst case situations. The study may vary in scope, but it results in the minimum information for attaching a small DG unit at a particular location on the distribution system or results in identifying the necessity of further studies for a larger unit. The cost of the pre-interconnection study shall be borne by the Customer pursuant to PUCT 16 TAC §25.211 (hereinafter the "DG Rule").

A. Pre-Interconnection Study Fee Schedule

Table 1. Non-Exporting Distributed Generation Units

Non-Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2,000 kW	2,000+ to 10,000 kW
1. Pre-Certified, not on network	\$0	\$255	\$437	\$692
2. Not Pre-Certified, not on network	\$198	\$359	\$541	\$796
3. Pre-Certified, on network	\$182	\$364	\$1,238	\$2,038
4. Not Pre-Certified, on network	\$390	\$572	\$1,446	\$2,246

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

Table 2. Exporting Distributed Generation Units

Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2,000 kW	2,000+ to 10,000 kW
1. Pre-Certified, not on network	\$112	\$450	\$1,019	\$1,420
2. Not Pre-Certified, not on network	\$259	\$754	\$1,227	\$1,628
3. Pre-Certified, on network	\$271	\$946	\$2,694	\$3,567
4. Not Pre-Certified, on network	\$686	\$1,258	\$3,006	\$3,879

B. Pre-Interconnection Study Fee Applicability

1. Pre-Interconnection Study Fees will not be assessed for DG units up to 500 kW that are pre-certified as defined pursuant to the DG Rules, that export no more than 15% of the total load on a single radial feeder and that contribute no more than 25% of the maximum potential short-circuit current on a single feeder. No fee is charged for any pre-certified (according to PUCT definition) DG unit up to 500 kW that exports not more than 15% of the total load on a single radial feeder and contributes not more than 25% of the maximum potential short-circuit current on a single radial feeder.
2. No fee is charged for any pre-certified (according to PUCT definition) distributed inverter based generation unit up to 20 kW connected to a distribution network.
3. For any pre-certified DG unit up to 500 kW that exceeds the limits defined in Section A above, or any pre-certified DG unit above 500 kW, the fees in Section A apply as required for any pre-interconnection studies required by the Company.
4. For any non-certified DG unit, the fees in Section A apply as required for any pre-interconnection studies required by the Company.
5. The fees in Section A apply for any pre-interconnection studies required by the Company for interconnection of DG to either radial feeders or distribution networks.

TERMS OF PAYMENT FOR PRE-INTERCONNECTION STUDY FEE

All charges for pre-interconnection studies that are required to be undertaken by the Company prior to interconnection must be agreed to and paid by the Customer prior to commencement of the study.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of DG is to be provided are contained in 16 TAC §25.211 and §25.212, which are incorporated herein by reference, and in the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. The rules are subject to change from time to time as determined by the Commission, and such changes shall be automatically applicable hereto based upon the effective date of any Commission order or rule amendment. The provisions and conditions of the Company's Standard Terms and Conditions and of the Supplementary, Maintenance, Backup, Non-Firm Purchased Power, and Interruptible Power Service Schedule Nos. 45, 46, 47, 48 and 51 will continue to be applied, unless specifically changed per this rate schedule. Customers requesting service under this rate schedule must also execute a Contract for Electric Service. The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

OTHER SERVICES

Other services may be provided as requested by the Customer and provided pursuant to negotiations and agreement by the Customer and Company and may be subject to approval by the Commission.

The contract capacity for residential customers will be the manufacturer's nameplate rating of the generator. All electricity used over the power provided by the generator will be considered supplemental power and billed according to the standard Rate Schedule No. 45.

RELATED TARIFFED SERVICES

Other services as described below may be provided as requested by the Customer pursuant to negotiations and agreement by the Customer and Company and may be subject to approval by the Commission.

Services for qualifying small power production and cogeneration facilities as defined in 18 CFR, Part 292, Subpart B, of the final rules issued by the Federal Energy Regulatory Commission to implement Sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978:

Backup and Maintenance Service: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract for backup and maintenance service pursuant to Rate Schedule No. 46, Maintenance Service, and Rate Schedule No. 47, Backup Service.

Supplementary Service: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment but

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SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

whom also require firm power service in addition to service provided under Rate Schedule No. 46, Maintenance Service, and Rate Schedule No. 47, Backup Service. Supplementary Service may be provided under the Company's Rate Schedule No. 45 applicable to Customer requirements at the site of the DG only.

Non-Firm Purchased Power Service: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract with the Company for purchase of the Customer's non-firm energy pursuant to Rate Schedule No. 48, Non-Firm Purchased Power Service. This rate schedule is limited to purchases of non-firm energy delivered at a rate of 2,000 KW or less.

Interruptible Power Service For Qualifying Facilities: Applicable and available to the requirements at the site of the DG and only to Customers who have their own *qualifying* generation equipment and who contract with the Company for electric energy or capacity supplied by the Company and subject to interruption by the Company under specified conditions pursuant to Rate Schedule No. 51, Interruptible Power Service.

INDEMNITY CLAUSE

The provisions of the Indemnity Clause in the Customer's contract for service under this rate schedule shall apply.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

**INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION**

END-USE CUSTOMER ACKNOWLEDGEMENT REGARDING RATES

I acknowledge (i) that El Paso Electric Company's customer classifications, rates, charges, and fee structures are subject to change at any time upon approval of the municipalities, Public Utility Commission of Texas, or the Federal Energy Regulatory Commission under their respective authorities to regulate El Paso Electric Company, and (ii) such changes could affect the economics (costs, any credits, and other benefits) of my distributed generation, including the magnitude and existence of any net savings on my bill.

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

**INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION**

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

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED
GENERATION WITH THE UTILITY SYSTEM**

Return Completed Application to: El Paso Electric Company
Attention: Manager, Renewables and Emergent
Technologies
P.O. Box 982
El Paso, Texas 79960

Customer's Name: _____

Address: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by the El Paso Electric Company (Company) for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

EL PASO ELECTRIC COMPANY

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INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____ Yes / _____ No

If Yes, maximum amount expected: _____

Do you wish El Paso Electric to report excess generation to your REP? _____ Yes/_____ No

Pre-Certification Label or Type Number: _____
(e.g., UL-1741 Utility Interactive or IEEE 1547.1)

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe) _____

One-line diagram attached: _____ Yes

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does El Paso Electric have the dynamic modeling values from the generator manufacturer?
_____ Yes _____ No

If not, please explain: _____

(Note: For Pre-Certified Equipment, the answer is Yes. Otherwise, the Applicant must provide the dynamic modeling values if they are available.)

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

Authorized Release of Information List

By signing this application in the space provided below, Customer authorizes El Paso Electric to release Customer's proprietary information to the extent necessary to process this Application to the following persons:

	Name	Phone Number	Email Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

[COMPANY NAME]

[CUSTOMER NAME]

EL PASO ELECTRIC COMPANY

BY: _____

BY: _____

PRINTED NAME

PRINTED NAME

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG

INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by El Paso Electric Company, ("Company"), and _____ ("Customer"), a _____ [specify whether an individual or a corporation, and if a corporation, name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties".

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

____ Option 1: For purposes of this Agreement, the end-use customer will act as a Party to this Agreement. The end-use customer acknowledges (i) that El Paso Electric Company's rates charges, and fee structures are subject to change at any time upon approval of the municipalities, Public Utility Commission of Texas, or the Federal Energy Regulatory Commission under their respective authorities to regulate El Paso Electric Company and (ii) such changes could affect the economics (costs, any credits, and other benefits) of my distributed generation, including the magnitude and existence of any net savings on my bill.

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

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

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

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

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

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

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

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customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

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

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

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

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

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

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

4. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to**

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the end-use customer shall be limited as set forth in _____ of Company's Commission-approved tariffs, which are incorporated herein by reference.

- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.*

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

- d. Please check the appropriate box.*

☐ *Person Other than a Federal Agency*

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

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of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.

☐ **Federal Agency**

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

- e. *Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.*
- f. *For the mutual protection of Customer and Company, only with Company's prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.*

5. Right of Access, Equipment Installation, Removal & Inspection – Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

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

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

- 6. Disconnection of Facilities** – Customer retains the option to disconnect from Company's

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facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises its rights under Section 7.

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

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

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

7. Effective Term and Termination Rights -- This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty (60) days' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

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

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

☐ Person Other Than a Federal Agency

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

☐ Federal Agency

This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342, and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613, must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all

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applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

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

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

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

- (a) If to Company:
____ El Paso Electric Company
____ P.O. Box 982____
____ El Paso, TX, 79960____
____ Location 131, Attention: Renewables
- (b) If to Customer:

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

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

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

14. No Third-Party Beneficiaries -- This Agreement is not intended to and does not create

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rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

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

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

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

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

COMPANY:

NAME: El Paso Electric Company

BY: _____
(printed name)

TITLE: _____

DATE: _____

CUSTOMER:

NAME: _____

BY: _____
(printed name)

TITLE: _____

DATE: _____

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DISTRIBUTED GENERATION

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF DISTRIBUTED GENERATION

EXHIBIT A

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LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

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

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EXHIBIT A

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FACILITY SCHEDULE NO. _____

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

1. Customer Name:

2. Premises Owner Name:

3. Facility Location:

4. Delivery voltage:

5. Metering (voltage, location, losses adjustment due to metering location, and other):

6. Normal Operation of Interconnection:

7. One line diagram attached (check one): _____ Yes / _____ No

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

8. Equipment to be furnished by Company:

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

9. Equipment to be furnished by Customer:

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

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

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

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EXHIBIT A

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11. Modifications to Customer Facilities:

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

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

COMPANY:

NAME: El Paso Electric Company

BY: _____
(printed name)

TITLE: _____

DATE: _____

CUSTOMER:

NAME: _____

BY: _____
(printed name)

TITLE: _____

DATE: _____

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INTERCONNECTION AND PARALLEL OPERATION OF
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END-USE CUSTOMER AFFIRMATION SCHEDULE

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

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

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

[END-USE CUSTOMER NAME]

SIGNATURE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. CS COMMUNITY SOLAR RATE

APPLICABILITY

This optional rate schedule is available to Customers without distributed generation taking service under the Retail Service Schedules listed in the section titled Monthly Rate for Standard Community Solar Service for voluntary participation in EPE's Community Solar Power facilities, as identified in this section, and is administered separately from the Customer's standard electric service rate schedules. Service under this rate schedule is limited to the amount of Community Solar generation available.

TERRITORY

Texas Service Area

TYPE OF SERVICE

"Community Solar Power" is defined as electric energy generated from solar generation technology facilities identified above, and made available to participating Customers who voluntarily subscribe to a specified capacity from Community Solar Power resources.

The amount of power subscribed to by the Customer shall be set out in an *Application for Voluntary Renewable Energy-Community Solar Rate*. Customers have the option of subscribing to Standard Community Solar Service, or if available, multi-year contracts.

Standard Community Solar Service. Customers are required to subscribe for a twelve (12) consecutive month period. The Customer may terminate their subscription at any time upon one month's notice to the Company after one year. The subscription will commence with the Customer's first billing cycle following Company acceptance of the subscription.

Multi-year Contracts Service. Multi-year contracts for long-term subscription may be made available to qualifying Customers, with full payment for subscribed capacity due at initiation of service under the Community Solar Rate.

Customers may subscribe to Community Solar capacity from a minimum one (1) kilowatt (kW) up to a number of kilowatts (in half-kW increments) equal to the Customer's historical peak kW during the previous 12-month period. The number of kW allowed for subscription is determined at the time of enrollment. A Customer may subscribe to additional kW in subsequent contract years by submitting a new application for Company acceptance.

Participation by larger commercial and industrial customers served on Schedules 24, 25, and 41 will initially be limited to a cumulative one (1) MW. This partitioning of capacity will be evaluated and revised over time in order to fully subscribe the program. Customers served on

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SCHEDULE NO. CS
COMMUNITY SOLAR RATE

these schedules who request service on the Community Solar rate will be placed in a queue pending availability of additional capacity.

MONTHLY RATE FOR STANDARD COMMUNITY SOLAR SERVICE

The Customer must contract for a fixed capacity of not less than one (1) kW (and measured in half (0.5) kW increments) for a period of one (1) year, which will be renewed automatically annually unless the Customer sends a notice of termination. The monthly charge for subscribed capacity will be the total subscribed capacity multiplied by the per-kW Monthly Capacity Charge. The Monthly Capacity Charge reflects the levelized cost of the Solar Power Community facilities, including all capital and construction costs, land leases, operation and maintenance expenses, marketing and education expenses, taxes, and a return on investment at the Company's weighted average cost of capital as approved by the appropriate regulatory authority.

Subscribed Community Solar Power Capacity	Per kW
Monthly Capacity Charge	\$17.64

The System Generation Credit is determined by multiplying the sum of the applicable Base Generation rate for the Customer's applicable retail service rate and the currently applicable Texas fuel charge provided in Schedule FFF - Fixed Fuel Factor by the Customer's Solar Billing Energy.

Retail Service Schedule	Per kWh
Schedule No. 01 – Residential Service	(\$0.059989)
Schedule No. 02 – Small General Service	(\$0.065943)
Schedule No. 24 – General Service	(\$0.053491)
Schedule No. 25 – Large Power Service	(\$0.039099)
Schedule No. 41 – City and County Service	(\$0.058798)

DETERMINATION OF SOLAR BILLING ENERGY (KWH)

The Customer's kilowatt hours (kWh) for purposes of calculating the applicable System Generation Credit will be determined by multiplying the ratio of the Customer's kW subscription to the total Community Solar Power facilities' kW capacity times the monthly metered kWh production output of the Community Solar Power facilities.

The Monthly Capacity Charge and System Generation Credit will appear on the participating Customer's monthly bill beginning one full regular billing cycle after initiation of service on this schedule.

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SCHEDULE NO. CS COMMUNITY SOLAR RATE

MULTI-YEAR CONTRACT RATE:

Customers electing multi-year contracts for capacity will pay a discounted per-kW rate for the full term of their contract. Payment in full is required at initiation of service. The contract payment is determined by discounting the Monthly Capacity Charge (multiplied by the Customer's subscribed capacity) for the full contract term (in months) at the Company's Weighted Average Cost of Capital.

COMPANY'S RIGHT TO EARLY TERMINATION DUE TO LACK OF SUBSCRIBERSHIP:

1. If the program is not fully subscribed at any time after September 1, 2018, the Company, within its sole discretion, may allow a single customer to purchase all of the output or all of the remaining output from the facilities; and
2. If less than 90% of the program's capacity is subscribed by September 1, 2018, and within five (5) years thereafter, the Company may terminate the program and close this rate schedule on notice to the Commission and any subscribing Customers. Such notice will be subject to review by the Public Utility Commission of Texas (Commission) Staff for compliance with the Public Utility Regulatory Act (PURA), the Commission's rules, and the Stipulation and Order in Docket No. 44800. In the event the Company elects to close this rate schedule pursuant to this provision, each subscriber will receive thirty (30) days' notice and EPE will discontinue month-to-month program operation. Long-term contract Customers would have the option of:
 - A. terminating their contract and receiving a refund of the pro rata share of subscriber payments, or
 - B. continuing to purchase renewable energy from EPE under the payments and credits pursuant to the tariff until the end of the contract's term for, at a minimum, facility output equal to the facilities' performance during each of the respective twelve (12) months prior to termination of tariff so that the customer receives the benefit of the bargain.

TERMS AND CONDITIONS:

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

1. Subscription of kW will be offered to Customers by the Company as it becomes available for subscription on a first-come, first-serve basis until full subscription is reached.
2. The Community Solar Capacity Charge and System Generation Credit are pursuant to the Customer's subscription and are in addition to the Customer's monthly billings pursuant to

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SCHEDULE NO. CS COMMUNITY SOLAR RATE

the Customer's currently applicable standard retail rate schedule. The Customer will continue to be billed for their monthly usage under their applicable standard rate schedule.

3. All terms and conditions of the Customer's applicable standard rate schedule apply to service received under this rate schedule.
4. The Company retains the right to deny or terminate service under this rate schedule to any Customer in arrears with the Company.
5. Customers subscribing under the Standard Community Solar Service will be enrolled for a 12-month enrollment period and will be automatically reenrolled for successive 12-month enrollment periods in the Community Solar program upon the expiration of each 12-month enrollment period unless the Customer terminates participation with one month notice. Customers subscribing to Standard Community Solar Service may terminate participation in the Community Solar program at any time after the initial 12-month enrollment period, irrespective of the automatic re-enrollment for a 12-month period, upon giving a one month's notice of termination of participation. Notification may be written, in person, by telephone, or other means acceptable to the Company. Termination of the subscription will be effective with the monthly billing cycle after notification to the Company.
6. Customers subscribing to Standard Community Solar Service may modify their subscribed capacity at the initiation of any 12-month subscription period, subject to availability.
7. Standard Community Solar Service customers electing to end participation prior to the completion of any 12-month enrollment period will not be eligible to re-enroll in the Community Solar program for twelve (12) months.
8. Participating Customers relocating within the Company's Texas service territory may transfer existing subscriptions and associated energy to service at their new service location.
9. Multi-year Contracts for capacity are made available at Company discretion for upfront payment of the full capacity charge for the contract period.
10. Multi-year Contract Customers who elect to terminate participation in the Community Solar program prior to the end of their contract will receive the full amount of prepayment for the uncompleted portion of their contract period, but will forfeit the difference between the Monthly Rate and the discounted capacity charge reflected in their contract for the completed portion of the contract period. Notification may be written, in person, by telephone, or other means acceptable to the Company. Termination of the subscription will be effective with the monthly billing cycle after notification to the Company.

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SCHEDULE NO. CS
COMMUNITY SOLAR RATE

11. The Company will retain ownership of the Renewable Energy Certificates, as defined in PUC Subst. §25.173(c)(13), associated with the energy produced by the Community Solar facilities.
12. The Company will hold harmless subscribing Customers if the facilities do not operate as warranted resulting in the Company making a warranty claim, except that if the facility continues to malfunction for a period of more than six (6) continuous months or if it is determined by the Company that the facility is only operable at a significant level below the originally expected level of production, the Company may terminate this rate schedule upon thirty (30) days' notice. In the event that the Company elects to terminate the rate schedule pursuant to this provision, each subscriber with a Multi-year Contract will receive a refund of the pro rata share of the advance payments made by the subscriber. As part of its annual report to subscribers, the Company will explain the status of any warranty claims, and if a claim has been made, how the Company compensated subscribers for the lesser production.
13. The Company is not obligated to hold customers harmless in the event that lesser production is a result of weather conditions including reduced sunshine.
14. In the event that EPE implements a fuel refund or fuel surcharge, the fuel refund or fuel surcharge factor will apply only for metered energy net of Community Solar energy provided to Community Solar Customers on a monthly basis pursuant to Docket No. 51831. The refund or surcharge factor does not apply to energy supplied from the Community Solar facility.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVC

ELECTRIC VEHICLE CHARGING RATE

APPLICABILITY

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

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service available under this rate schedule will either be single or three phase at the option of the Company and at a standard approved voltage. Only charging activity with operating voltage at 120V and up to 480V are eligible for service under this rate schedule. All service will be taken at one point of delivery, designated by the Company and dedicated solely for the charging of an EV.

Service will be measured by a single meter, or other measuring device, of each kind needed for Time-Of-Day (TOD) service. Residential or commercial customers already receiving Standard or TOD service under an otherwise applicable rate schedule can choose to have any charging installation electrically connected behind their existing meter and continue to be served on that service rate schedule.

MONTHLY RATE

Retail Rate No.	01	02	24	25	41
Customer Charge (per meter per month)	\$4.20	\$4.67	\$4.67	\$4.67	\$4.67
Summer Energy Charge Per kWh					
On-Peak Period	\$0.35267	\$0.32381	\$0.25409	\$0.22380	\$0.28945
Off-Peak Period	\$0.07001	\$0.07107	\$0.01853	\$0.00265	\$0.00549
Non-Summer Energy Charge Per kWh					
Off-Peak Period	\$0.09066	\$0.10168	\$0.03795	\$0.00265	\$0.02291
Year-Round Energy Charge Per kWh					
Super Off-Peak Period	\$0.00950	\$0.01223	\$0.01083	\$0.00927	\$0.01119
Demand Charge Per Billing kW, applicable to 480V EV Chargers only					
Summer	\$0.00	\$0.00	\$14.25	\$23.97	\$23.39

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVC

ELECTRIC VEHICLE CHARGING RATE

Non-Summer	\$0.00	\$0.00	\$10.38	\$19.59	\$19.76
Super Off-Peak Period	\$0.00	\$0.00	\$4.12	\$3.33	\$4.87

The On-Peak Period shall be from 12:00 p.m. through 6:00 p.m., Mountain Daylight Time, Monday through Friday, for the Summer months of June through September. The Super Off-peak period is 12:00 A.M. through 8:00 A.M., during Mountain Standard and Daylight Time, in all months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. Non-Summer are the months of October through May.

MONTHLY MINIMUM CHARGE

The monthly minimum charge is the Customer Charge, Other Applicable Riders, and Tax Adjustment.

DETERMINATION OF BILLING DEMAND

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

Only one Demand Charge will apply per billing month, depending which time period the Maximum Demand occurs.

FIXED FUEL FACTOR

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (Fixed Fuel Factor).

OTHER APPLICABLE RIDERS

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

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVC

ELECTRIC VEHICLE CHARGING RATE

TERMS AND CONDITIONS

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

Customer will maintain an active account and will pay the monthly minimum regardless of whether or not service is used under this rate schedule.

Prior to initiation of service, Company personnel will verify the installation of the Customer's charging station and ensure that the load behind the EV meter is exclusively related to EV charging. Only a charging service with operating voltage at 120V and up to 480V is eligible for service on the EV rate.

PRORATION ADJUSTMENTS

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

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. FTRF UPDATE
FEDERAL TAX REFUND FACTOR UPDATE

APPLICABILITY

This Federal Tax Refund Factor ("FTRF") Update is applicable to all customers taking service under a retail rate schedule except for the interruptible portion of those customers that are taking service under Schedule No. 38.

In compliance with the Final Order in Docket No. 46831, El Paso Electric Company (EPE) is to reduce customer rates to reflect the prospective impact of the federal corporate tax rate reduction established in the Tax Cuts and Jobs Act of 2017 on EPE's annual revenue requirement. EPE will file annually to update the rate credit to reflect any over- or under-recovery of federal income tax expense and to reflect any subsequent changes in federal income tax rates or calculations that would affect the income tax calculation.

Customers entering the Company's system during the refund period will receive the rate credit in billings from their entry date. Customers leaving the Company's system during the rate credit period will receive the credit through their exit date within the timeframe allocated in this schedule.

TERRITORY

Texas service area.

TERM

Through the effective date of a subsequent annually filed update, as described above, or the effective date of rates in EPE's next base rate case.

MONTHLY RATE FACTOR

The FTRF reflected in this tariff is calculated as a percent (%) factor and then applied to the non-fuel base rate charges of the customer bill. The reduction will appear as a separate line item on the customer's monthly bill and shall be titled "Federal Tax Credit".

<u>Rate No.</u>	<u>Rate Schedule</u>	Federal Tax Refund Factor
R01	Residential Service	0.0000%
R02	Small General Service	0.0000%
R07	Outdoor Recreational Lighting Service	0.0000%
R08	Governmental Street Lighting Service	0.0000%
R09	Governmental Traffic Signal Service	0.0000%
R11TU	Municipal Pumping Service – TOU	0.0000%
R15	Electrolytic Refining Service	0.0000%
RWH	Water Heating Service	0.0000%
R22	Irrigation Service	0.0000%
R24	General Service	0.0000%
R25	Large Power Service	0.0000%
R26	Petroleum Refinery Service	0.0000%
R28	Area Lighting Service Rate	0.0000%
R30	Electric Furnace Service	0.0000%
R31	Military Reservation Service	0.0000%
R34	Cotton Gin Service	0.0000%
R41	City & County Service	0.0000%

EL PASO ELECTRIC COMPANY

**SCHEDULE NO. RCES
RATE CASE EXPENSE SURCHARGE**

APPLICABILITY

This Rate Case Expense Surcharge is applicable to customers taking service under the rate schedules listed below.

TERRITORY

Texas service area.

MONTHLY CHARGE

Pursuant to the Final Order in Docket No. 52195, the Company is authorized to surcharge customers to recover the rate case expenses pursuant to the docket. The surcharge is calculated for each rate class below as either a rate per kilowatt-hour ("kWh") applied to billed energy or as a monthly dollar amount. The surcharge shall appear as a separate line item on the customer's monthly bill titled "Rate Case Expense Surcharge" and shall continue for a surcharge period of forty-eight (48) months from the effective date of this schedule. The amount of any over-recovery or under-recovery of the approved rate case expense surcharge amounts by rate class at the end of the surcharge period shall be immediately included in the deferred fuel balance for that class as a refund or surcharge. Customers entering the Company's system during the surcharge period will receive the surcharge in billings from their entry date. Customers leaving the Company's system during the surcharge period will receive the surcharge through their exit date.

<u>Rate</u>	<u>Rate Schedule</u>	<u>Voltage Level *</u>	<u>Annual Surcharge</u>	<u>Surcharge Factor (\$/kWh) or Monthly Rate (\$)</u>
01	Residential Service	S	\$ 658,282	\$ 0.000266
02	Small General Service	S	66,685	0.000245
07	Outdoor Recreational Lighting Service	S, P	1,274	0.000347
08	Governmental Street Lighting Service	S	7,327	0.000203
09	Governmental Traffic Signal Service	S	176	0.000066
11TU	Municipal Pumping Service - TOU	S, P	16,207	0.000094
15	Electrolytic Refining Service	T (MR)	3,247	270.58
WH	Water Heating Service	S	2,585	0.000505
22	Irrigation Service	S	967	0.000252
24	General Service	S, P	180,718	0.000125
25	Large Power Service	S, P	56,228	0.000093
25	Large Power Service	T (MR)	717	59.79
26	Petroleum Refinery Service	T (MR)	18,928	1,577.33
28	Area Lighting Service Rate	S	3,187	0.000119
30	Electric Furnace Service	T (MR)	2,041	170.08
31	Military Reservation Service	T (MR)	21,818	1,818.17
34	Cotton Gin Service Service	S, P	299	0.000187
41	City & County Service	S, P	26,130	0.000135
Total Annual Surcharge			<u>\$ 1,066,816</u>	

Total Rate Case Expenses to be Recovered over 48 months: \$ 4,267,270

(MR) Monthly Rate

* Voltage Levels: S = Secondary, P = Primary, and T = Transmission

EL PASO ELECTRIC COMPANY

**SCHEDULE NO. EADIT
EXCESS ACCUMULATED DEFERRED INCOME TAX CREDIT FACTOR (EADIT)**

APPLICABILITY

This Excess Accumulated Deferred Income Tax Credit Factor (EADIT) is applicable to all customers taking service under a retail rate schedule except for the interruptible portion of those customers that are taking service under Schedule No. 38.

Customers entering the Company's system during the term of the EADIT will receive the credit in billings starting from their entry date. Customers leaving the Company's system during the term of the EADIT will receive the credit through their exit date

TERRITORY

Texas service area.

TERM

The EADIT credit will continue for a rate class until the total EADIT credit for that class has been refunded. The EADIT credit shall expire on the earlier of 48 months from the effective date below or when the Total EADIT Credit to be Refunded amount shown in the table below by rate schedule has been fully refunded. Any remaining over or under-refunded balances at the end of the 48-month period, by rate schedule, will be addressed in EPE's next base rate proceeding.

MONTHLY RATE FACTOR

The monthly rate factor reflected in this tariff (i.e., the EADIT Credit) is applied to the non-fuel base rate charges of the customer bill and is based either on a dollar per kilowatt (\$/kWh) factor or a directly assigned amount. The EADIT Credit will appear as a separate line item on the customer's monthly bill titled "EADIT Credit".

<u>Rate No.</u>	<u>Rate Schedule</u>	<u>Voltage Level *</u>	<u>Total EADIT Credit to be Refunded**</u>	<u>EADIT Factor (\$/kWh) or Monthly Amount (\$/Bill)</u>
01	Residential Service	S	\$(8,122,141)	-0.001421
02	Small General Service	S	(967,872)	-0.001116
07	Outdoor Recreational Lighting Service	S/P	-	0.000000
08	Governmental Street Lighting Service	S	(115,613)	-0.000802
09	Governmental Traffic Signal Service	S	(585)	-0.000323
11TD	Municipal Pumping Service – TOD	S/P	(423,780)	-0.000615
15	Electrolytic Refining Service	T (A)	(4,564)	-1,718.99
WH	Water Heating Service	S	-	0.000000
22	Irrigation Service	S	-	0.000000
24	General Service	S/P	-	0.000000
25	Large Power Service	S/P	(1,467,068)	-0.000626
25	Large Power Service	T (A)	(18,718)	-401.36
26	Petroleum Refinery Service	T (A)	(78,482)	-9,308.39
28	Area Lighting Service Rate	S	(103,516)	-0.000965
30	Electric Furnace Service	T (A)	-	0.00
31	Military Reservation Service	T (A)	(557,094)	-11,606.12
34	Cotton Gin Service	S/P	-	0.000000
41	City & County Service	S/P	(735,907)	-0.000952

(A) Directly assigned to customer

* Voltage Levels: S = Secondary, P = Primary, and T = Transmission

** Total EADIT is net of 2021 Texas rate case relate-back surcharges

EL PASO ELECTRIC COMPANY

SCHEDULE NO. TCRF TRANSMISSION COST RECOVERY FACTOR (TCRF)

APPLICABILITY

Retail electric service customers connected to the Company's transmission or distribution system shall be subject to Schedule No. TCRF. The charges applicable to each rate class are provided in the Monthly Rate section and are calculated pursuant to the requirements of 16 Tex. Admin. Code § 25.239.

TERRITORY

Texas Service Area

MONTHLY RATE

		Transmission Cost Recovery Factor	
<u>Rate</u>			
<u>No.</u>	<u>Description</u>	<u>\$</u>	<u>BD*</u>
01	Residential Service Rate	\$0.00	kWh
02	Small Commercial Service Rate	\$0.00	kWh
07	Outdoor Recreational Lighting Service Rate	\$0.00	kWh
08	Governmental Street Lighting Service Rate	\$0.00	kWh
09	Governmental Traffic Signal Service	\$0.00	kWh
11-TOD	Time-Of-Day Municipal Pumping Service Rate	\$0.00	kWh
15	Electric Refining	\$0.00	kW
WH	Water Heating	\$0.00	kWh
22	Irrigation Service Rate	\$0.00	kWh
24	General Service Rate	\$0.00	kW
25	Large Power Service Rate	\$0.00	kW
26	Petroleum Refining Rate	\$0.00	kW
28	Private Area Lighting Rate	\$0.00	kWh
30	Electric Furnace Rate	\$0.00	kW
31	Military Reservation Rate	\$0.00	kW
34	Cotton Gin Service Rate	\$0.00	kW
41	City and County Service Rate	\$0.00	kW

* BD – Billing Determinant

kWh – Energy is defined as total metered billing energy

kW – Demand is defined as the billing demand, plus any demand associated with the power factor adjustment, as determined in the applicable tariff schedule, plus any thermal energy storage kW.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DCRF DISTRIBUTION COST RECOVERY FACTOR (DCRF)

APPLICABILITY

Retail electric service customers connected to the Company's distribution system, except those taking service under transmission voltage rates, shall be subject to Schedule No. DCRF. The charges applicable to each rate class are provided in the Monthly Rate section and are calculated pursuant to the requirements of 16 Tex. Admin. Code § 25.243.

TERRITORY

Texas Service Area

MONTHLY RATE

		Distribution Cost Recovery Factor	
<u>Rate</u>			
<u>No.</u>	<u>Description</u>	<u>\$</u>	<u>BD*</u>
01	Residential Service Rate	\$0.00	kWh
02	Small General Service Rate	\$0.00	kWh
07	Outdoor Recreational Lighting Service Rate	\$0.00	kWh
08	Governmental Street Lighting Service Rate	\$0.00	kWh
09	Governmental Traffic Signal Service Rate	\$0.00	kWh
11-TOD	Time-Of-Day Municipal Pumping Service Rate	\$0.00	kWh
15	Electric Refining Service Rate	\$0.00	kW
WH	Water Heating Service Rate	\$0.00	kWh
22	Irrigation Service Rate	\$0.00	kWh
24	General Service Rate	\$0.00	kW
25	Large Power Service Rate	\$0.00	kW
26	Petroleum Refining Service Rate	\$0.00	kW
28	Private Area Lighting Service Rate	\$0.00	kWh
30	Electric Furnace Service Rate	\$0.00	kW
31	Military Reservation Service Rate	\$0.00	kW
34	Cotton Gin Service Rate	\$0.00	kW
41	City and County Service Rate	\$0.00	kW

* BD – Billing Determinant

kWh – Energy is defined as total metered billing energy

kW – Demand is defined as the billing demand, plus any demand associated with the power factor adjustment, as determined in the applicable tariff schedule, plus any thermal energy storage kW.

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. COVID-19
PROJECT NO. 50664 ASSET SURCHARGE

APPLICABILITY

The Project No. 50664 Asset Surcharge (PN 50664 Surcharge) is applicable to all customers taking service under the rate schedules listed below as either a dollar per kilowatt hour (\$/kWh) factor applied to billed energy or as a directly assigned amount, pursuant to the Public Utility Commission of Texas's (PUCT) order issued in Docket No. 52195 that authorized El Paso Electric Company (EPE) to recover the regulatory asset allowed by the PUCT's order on March 26, 2020, (PN 50664 Order) in Project No. 50664, *Issues Related to the State of Disaster for the Coronavirus Disease 2019*. The PN 50664 Order authorized electric utilities to record as a regulatory asset and seek recovery for any costs, offset by any savings, that EPE incurred due to the COVID-19 pandemic that began in 2020. EPE will file an annual update to the PN50664 Surcharge to reflect any over- or under-recovery of the regulatory asset in order to account for any subsequent recovery by EPE of any costs included in the regulatory asset.

TERRITORY

Texas service area.

TERM

This rate shall expire on the earlier of four years (48 months) from the effective date below or upon EPE collecting an amount equal to the amount allowed by Docket No. 52195, subject to any PUCT-approved updates.

MONTHLY CHARGE

The PN50664 Surcharge is calculated for customers taking service at primary or secondary voltage levels on a (\$/kWh) factor and as a directly assigned monthly for customers taking service at transmission voltage levels. Upon the expiration of PN50664 Surcharge's term, the amount of any final over- or under-recovery of the approved regulatory asset shall be calculated by rate class. Each rate class's final over- or under-recovery amount shall be included in the deferred fuel balance of each rate class as either a refund or surcharge. Customers entering EPE's system during the period that any over- or under-recovery is being refunded or surcharged to customers (the Reconciliation Period) will receive any refund or surcharge in billings from their entry date. Customers leaving EPE's system during the Reconciliation Period will receive any refund or surcharge through their exit date.

<u>Rate</u>	<u>Rate Schedule</u>	<u>Voltage Level *</u>	<u>Annual Surcharge</u>	<u>Surcharge Factor (\$/kWh) or Monthly Rate (\$)</u>
01	Residential Service	S	\$971,519	\$0.000392
02	Small General Service	S	98,417	\$0.000361
07	Outdoor Recreational Lighting Service	S/P	1,881	\$0.000512
08	Governmental Street Lighting Service	S	10,813	\$0.000300
09	Governmental Traffic Signal Service	S	259	\$0.000098
11TD	Municipal Pumping Service - TOD	S/P	23,920	\$0.000139
15	Electrolytic Refining Service	T (A)	4,792	\$399.33
WH	Water Heating Service	S	3,815	\$0.000745
22	Irrigation Service	S	1,428	\$0.000372
24	General Service	S/P	266,711	\$0.000184
25	Large Power Service	S/P	82,982	\$0.000138
25	Large Power Service	T (A)	1,059	\$88.24
26	Petroleum Refinery Service	T (A)	27,935	\$2,327.92
28	Area Lighting Service Rate	S	4,703	\$0.000175
30	Electric Furnace Service	T (A)	3,012	\$251.00
31	Military Reservation Service	T (A)	32,200	\$2,683.33
34	Cotton Gin Service	S/P	442	\$0.000277
41	City & County Service	S/P	38,564	\$0.000200
	Total Annual Surcharge		<u>\$1,574,452</u>	

(A) Directly assigned to customer

* Voltage Levels: S = Secondary, P = Primary, and T = Transmission

EL PASO ELECTRIC COMPANY

SCHEDULE NO. RPRF RETIRING PLANT RIDER FACTOR (RPRF)

APPLICABILITY

This Retiring Plant Rider Factor (RPRF) is applicable to all customers taking service under a retail rate schedule except for the interruptible portion of those customers that are taking service under Schedule No. 38. The rider shall continue to be charged so long as there is continued electric service provided from each of the following generation units: Rio Grande Unit 7, Newman Unit 1, and Newman Unit 2. Rider charges will be adjusted as each unit discontinues electric service to Texas ratepayers.

TERRITORY

Texas Service Area

MONTHLY CHARGE

<u>Rate No.</u>	<u>Rate Schedule</u>	<u>Retiring Plant Rider Factor</u>	
		<u>\$</u>	<u>BD</u>
01	Residential Service Rate	\$0.001313	kWh
02	Small General Service Rate	\$0.001024	kWh
07	Outdoor Recreational Lighting Service Rate	\$0.000499	kWh
08	Governmental Street Lighting Service Rate	\$0.000499	kWh
09	Governmental Traffic Signal Service Rate	\$0.000389	kWh
11TD	Time-Of-Day Municipal Pumping Service Rate	\$0.000557	kWh
15	Electric Refining Service Rate	\$0.34	kW
WH	Water Heating Service Rate	\$0.000498	kWh
22	Irrigation Service Rate	\$0.001467	kWh
24	General Service Rate	\$0.27	kW
25	Large Power Service Rate	\$0.29	kW
26	Petroleum Refining Service Rate	\$0.34	kW
28	Private Area Lighting Service Rate	\$0.000498	kWh
30	Electric Furnace Service Rate	\$0.32	kW
31	Military Reservation Service Rate	\$0.34	kW
34	Cotton Gin Service Rate	\$0.13	kW
41	City and County Service Rate	\$0.29	kW

BD – Billing Determinant

kWh – Energy is defined as total metered billing energy

kW – Demand is defined as the billing demand, plus any demand associated with the power factor adjustment, as determined in the applicable tariff schedule.

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EL PASO ELECTRIC COMPANY

SECTION 2

RULES AND REGULATIONS

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EL PASO ELECTRIC COMPANY
SECTION 2
RULES AND REGULATIONS REGARDING
ELECTRIC SERVICE

INTRODUCTION

The Rules and Regulations set forth herein are provided as a standard for the supplying of electric service to customers of El Paso Electric Company.

CUSTOMER RELATIONS

El Paso Electric Company is required to follow the requirements of section 32.101 of the Public Utility Regulatory Act and Public Utility Commission of Texas Substantive Rule §25.31, regarding information available to its Customers. Upon request of the Customer, the Company will provide a copy of these Rules and Regulations to the Customer.

SECTION I

DEFINITIONS

1. COMPANY

El Paso Electric Company

2. COMMISSION

The Public Utility Commission of Texas

3. CUSTOMER AND APPLICANT

A Customer is any corporation, business establishment, institution, association, governmental entity or individual currently being served or using electric energy supplied by the Company.

A Residential Customer is each separate house, apartment, flat, or other living quarters occupied by a person or persons constituting a distinct household that is primarily an end user consuming electricity at his/her residence for personal, family or household purposes and who is not a re-seller of electricity.

A Non-Residential Customer is any Customer who is not a Residential Customer and includes, but is not limited to, Commercial and Industrial Customers, State Agencies, School Districts, Colleges and Universities, Municipal Accounts, Military Bases, and Public Street and Highway Lighting but does not include sales of electricity for re-sale.

An Applicant is a person who has applied for service for the first time or reapplies at a new or existing location after disconnection of service.

4. DELIVERY OF SERVICE

Delivery of service means readiness and ability on the part of the Company to furnish service or deliver electricity to the Customer, and the maintenance by the Company at the Point of Delivery of approximately the agreed frequency and voltage, irrespective of whether or not Customer makes any use thereof.

5. PERMANENT INSTALLATION

Permanent Installation means any installation 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 by the Customer. A manufactured home or prefabricated structure will qualify as a permanent installation only if it is installed on a foundation system according to regulations of the Texas Department of Licensing & Regulation or is otherwise impractical to move and has the wheels, axles and hitch or towing device removed, and if it is connected to a permanent water and sewer system.

6. CUSTOMER'S INSTALLATION

Customer's Installation means all wires, cut-outs, switches, appliances and apparatus of every kind and nature located on the Customer's side of Point of Delivery and used in connection with or forming a part of any installation for utilizing electricity for any purpose, including Service Leads, whether such installation is owned outright by Customer or used by Customer under lease or otherwise.

7. POINT OF DELIVERY

The Point of Delivery is the point where the Company's wires or facilities are connected with those of the Customer. The Point of Delivery will be designated by the Company.

8. SERVICE WIRES

Service Wires are the wires of the Company that are connected to the Customer's Service Leads.

9. SERVICE LEADS

Service Leads are that portion of Customer's Installation to which the Company will or has connected its Service Wires.

10. CONNECTED LOAD

Connected Load means the combined nominal rated capacity in kilowatts of all motors or other electric energy consuming devices installed on the Customer's premises that may be operated with electric energy supplied by the Company.

11. MAXIMUM DEMAND

When mentioned in any rate schedule, Maximum Demand is to be applied as set forth in the rate schedule under consideration and refers to the greatest demand occurring during a specified period of time placed by the Customer on the Company's electric system. The Company reserves the right to estimate the maximum demand for purposes of establishing the type of service and the facilities to be provided.

12. SAFETY ENTRANCE SWITCH

A safety entrance switch is a device that allows the Company to connect its service wires to the Customer's service leads, and allows for a meter to be installed within a structure.

13. ENERGY ASSISTANCE PROVIDER

An energy assistance provider is defined as a public or private organization engaged in assisting individuals in the payment of their electric utility bills.

SECTION II

RULES AND REGULATIONS

1. APPLICABILITY

In order that all Customers receive uniform, efficient and adequate service, the Company will provide electric service to its Customers in accordance with the Public Utility Regulatory Act, Commission rules and these Rules and Regulations.

2. SERVICE APPLICATIONS

Before the Company takes action to supply electric service, an Applicant may be required to sign an "Application for Service" from the Company for such service [see Sheet Number 8].

3. SERVICE AGREEMENTS

In addition to approval by the Company of an Application for Service, if one is required, a Customer may be required to sign an "Agreement for the Purchase of Electric Service from El Paso Electric Company" [see Sheet Number 3]. Service under such Agreement will be furnished to the Customer with the provision that any change in rate schedule or rates or in the Rules and Regulations applying to them, as may from time to time be approved by such regulatory body as may have jurisdiction, will apply in the same manner as if incorporated in said Agreement.

In the event service is supplied by the Company to any Customer who requested service and has not signed an Agreement with the Company as above mentioned, then, in consideration of the Company's supplying service, Customer will be bound in all respects to the same extent as if an Agreement had been signed.

4. CUSTOMER CHANGE OF PREMISES

When a Customer plans to vacate the premises at which the Customer is receiving electric service, the Customer must notify the Company prior to moving from the premises. The Customer will be responsible for all service supplied to the original premises until such notice has been received and the Company has not had more than three (3) working days to disconnect the Customer's service.

5. ELECTRICAL PERMIT

The Company will not connect its Service Wires to the Customer's Service Leads until the Customer has obtained a certificate of compliance or a certificate of inspection from the proper authority.

6. RIGHT-OF-WAY (EASEMENT)

The Customer will make or procure satisfactory conveyance to the Company of right-of-way for the Company's facilities across the property owned or controlled by the Customer, necessary or incidental to the furnishing of service by the Company. The Customer must have all property corners surveyed and all necessary irons installed by a licensed surveyor to permit the Company to install its facilities within said rights-of-way.

7. LINE EXTENSIONS

The Company will furnish, without cost to the Customer, a standard Meter and Service Wires of a length appropriate to the electrical load being served. In all other cases requiring the installation of additional facilities, the Company will make Line Extensions within its territory required to serve any Customer or Customers, whose usage will be of a permanent nature, on a basis equitable both to the Customer and to the Company and in accordance with the Company's Line Extension Policy.

When temporary or emergency service, with emergency service defined as a prompt action taken to protect a Customer or the public in the event of an accident, is requested by a Customer and is furnished by the Company, it may be supplied, at the Company's option, only when the Customer pays in advance the entire cost to the Company of installing and removing equipment necessary to make such temporary or emergency service available.

Temporary or emergency electric service will be billed in accordance with the rate schedule applicable to the loads served.

8. SERVICES

The ordinary method of connection between the Company's distribution system and the Customer's Service Leads will be:

- a. Overhead, where Company's general distribution system in a given area is overhead, or
- b. Underground, where Company's general distribution system in a given area is underground.

If the Customer requests connection in any manner other than specified above, special arrangements may, at the Company's option, be made between the Customer and the Company by which the connection will be made and maintained.

In an area where the Company's distribution system is overhead, the length of the service wire drop will be dependent upon the Customer's electrical load, but the service wire drop will not exceed seventy-five (75) feet for services of 200 amps or less.

Customer's Service Leads will be installed at a location and height designated by the Company. However, should such location not be acceptable to the Customer, the Customer may, at the Customer's expense, carry the Service Leads in metal conduit to the Company's location.

In overhead areas, conduit for Customer's Service Leads will be provided by the Customer with approved fittings with drip loop and with wires extending at least twenty-four (24) inches beyond its end.

In an area where the Company's distribution system is underground, the Company will furnish up to 150 feet of service wire, for services of 200 amps or less, to a Residential Customer at no cost. The service wire will be installed in a duct system provided, installed, owned and maintained by the Customer. Non-residential Customers will provide, own, install and maintain the service wire and duct system between the Customer's building and a Company transformer, service enclosure or other termination point as designated by the Company. It is the Customer's responsibility that the Customer's wires must extend at least thirty-six (36) inches into the Company's service box or be able to reach the secondary bushings of the Company transformer.

9. METER INSTALLATION—CUSTOMER RESPONSIBILITIES

The Customer must provide and at all times maintain, free of expense to the Company, a suitable and easily accessible location on Customer's premises at which electricity is to be supplied and sufficient and proper space for the installation of meters or other similar devices of the Company. The Customer must also provide the necessary wiring, meter enclosures, meter loops, and meter board of approved design, constructed and installed in accordance with the Company's specifications.

For all new meter installations or relocation of existing meter installations, the Meter or Meters will be installed on the outside of the building. If it is impractical to locate the Meter on the outside, the Customer must obtain approval for any other location in advance from the Company. When it is necessary to install Meters on the inside of the building, the Customer must furnish a standardized safety entrance switch of

approved construction. However, in no case will Meters be installed in bedrooms, kitchens, bathrooms, toilets or closets or under stairways.

The Company at any time may require the location of the Meters on existing installations be changed at the Customer's expense.

The Customer's Meter must be installed and maintained by the Customer at the Customer's expense in a safe and efficient manner in accordance with the specifications of the Company and in full compliance with all laws and governmental regulations applicable to the same.

10. METER INSTALLATION-COMPANY RESPONSIBILITIES

Unless otherwise specified in the Company's applicable rate schedules, the Company will, without rental or other charge, furnish a Meter for registration of electricity sold to the Customer by the Company. The Company will supply electricity only through Meters or other measuring devices it furnishes and owns. The Customer must notify the Company of its desire to have such Meter or other measuring device installed, relocated, changed or removed.

The Company, may, at any time and at its option, change the type of Meter(s) measuring electric usage by the Customer. When possible, the Customer will be notified in advance of a Meter change so that Customer verification of Meter readings can be accomplished.

11. GROUPING OF METERS

Where two (2) or more Meters are to be installed in the same building or on the same premises for different Customers, they will be grouped at one common place accessible for reading and testing, and the meter loops for each Customer must be clearly designated by the Customer(s).

All arrangements of meter loops and meter boards must be made by the Customer or owner of the building, at a location to be designated by the Company, and each Meter must be protected by an individual standardized safety entrance switch and cut-out.

12. ONE METER PER SERVICE

All service will be taken at one Point of Delivery designated by the Company and at one of the Company's standard types of service. Electric energy is to be measured by a single Meter of each kind needed at each Point of Delivery for each Customer served.

Two or more Points of Delivery to one Customer, for the same character of service, will be considered as separate services, and bills will be separately calculated for each Point of Delivery unless special circumstances exist and written agreements are made with the Company. In no case may a Customer extend wiring or lines in order to furnish electric energy to any other premises through one Meter, even though such premises may be owned or occupied by the Customer.

13. METER ACCURACY

At the request of a Customer, the Company will, make, without charge, a test of the accuracy of the Customer's Meter. The test will be conducted during the Company's normal working hours at a time convenient to the Customer if the Customer desires to observe the test or have an authorized representative observe the test. The test will be conducted on the Customer's premises, but may, at the Company's discretion, be made at the Company's test laboratory.

If, at the Customer's request, the Meter has been tested by the Company or by an authorized agency, and, within a period of four (4) years, the Customer requests a new test, the Company will conduct the test, but if the Meter is found to be within the accuracy standards established by the American National Standards Institute, the Company may charge the Customer a fee that reflects the cost to test the Meter. This charge will be at the amount from the Company's Rate Schedule No. 99, Miscellaneous Service Charges. Following the completion of any requested test, the Company will promptly advise the Customer of the date of removal of the Meter, date of the test, result and who conducted the test. If any Meter is found to be outside of the established accuracy standards, the Company will make proper correction of previous readings for the period of six (6) months immediately preceding the removal of such Meter from service for test, or from the time the Meter was in service since last tested, but not exceeding six (6) months.

The Company will provide a refund only to the Customer last served by the Meter prior to the testing. If a Meter is found not to register for any period, unless bypassed or tampered with, the Company will make a charge for units used, but not metered, for a period not to exceed six (6) months based on amounts used by the Customer under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.

14. STANDBY OR AUXILIARY SERVICE

The Company will render standby or auxiliary service to Customers having other power or power generating equipment and facilities pursuant to the requirements of the Public Utility Regulatory Act, Commission Substantive Rules, and the Company's own tariff schedule(s).

15. ACCESS TO CUSTOMER'S PREMISES

In the event a Customer prohibits access to the Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), the Company shall provide the Customer a door hanger requesting that the Customer provide the Company access the following month and informing the Customer of the reason why the Company was unable to access the Meter, of the number of consecutive months the Company has been denied access, that their bill will be estimated, of the consequences for continuing to fail to provide access, and of who at the Company the Customer should contact. If there is no door on which to leave a door hanger, the Company may leave the door

hanger at a point of ingress. If the Customer does not respond to the initial notice, the Company may try to contact the Customer again by mail, telephone, or door to door contact. After three consecutive months of denial of access by the Customer to the Company to read the Meter the Customer has the following options:

- Installation of a remotely read Meter at the Customer's expense or
- Relocation of the Meter to make the Meter accessible at the Customer's expense.

If the Customer does not choose an option, the Company shall choose the option on behalf of the Customer. The Company may continue to estimate a residential or a non-critical load for an additional 60 days in order to implement one of the options. The Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. The Company must provide documentation of its attempts to implement the option to the Customer or the Commission upon request.

16. PROTECTION OF COMPANY'S PROPERTY

The Customer will properly protect the Company's property located on the Customer's premises. In the event of any loss or damage to the Company's property caused by or arising out of carelessness, neglect, or misuse by Customer or other unauthorized parties, the cost of making good such loss or repairing such damage will be paid by the Customer.

17. ADDITIONAL CUSTOMER RESPONSIBILITY AND INDEMNIFICATION OF COMPANY

- a. The Customer will indemnify, save harmless and defend the Company against all claims, demands, cost or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of transmission and use of electricity by the Customer at or on the Customer's side of the Point of Delivery and not directly attributable to the Company's negligence.
- b. The Customer will indemnify, save harmless and defend the El Paso Electric Company, its directors, officers, agents, representatives or employees from all claims, demands, costs, damages, liabilities or expenses, including but not limited to attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the delivery to and use of electricity by the Customer at or on the Customer's side of the Point of Delivery to the extent not attributable to the negligence of the Company, its directors, officers, agents, representatives or employees.
- c. For the mutual protection of the Customer and the Company, only authorized employees of the Company are permitted to make and energize the connections between the Company's Service Wires and either the Customer Service Leads or the Customer service entrance conductors. The Company does not assume any duty of inspecting the Customer's lines, wires, switches or other equipment and

will not be responsible therefor. ***To the extent allowed by law, the Customer agrees to defend, indemnify and hold Company and its agents harmless from and against all claims, causes of action, liability, losses, costs and expenses (including attorney's fees) of any kind made against the Company for personal injury, death, property damage, or other damage arising out of or resulting (i) from the design, installation, operation or maintenance of the lines, wires, switches, or other equipment on the Customer's side of the Point of Delivery or (ii) from contact by the Customer, its invitees, or licensees with a Company's overhead or underground line through use of equipment, machinery, tool, material, or contact by any other object within the Customer's control without forty-eight (48) hours advance notice to the Company's dispatcher of the Customer's intent to perform any function or activity with such equipment, machinery, tool, material, or other object if it is possible for a person performing any such function or activity to be brought within ten feet of a Company overhead or underground line, even if and regardless of whether such injury, death, or damage is caused by the joint or concurrent negligence of the Company or its agents. Overhead and underground lines will include any and all Company Service Wires up to the Customer's Service Leads or service entrance conductors.***

18. RIGHT-OF-WAY

Without reimbursement by the Company, the Customer will furnish to the Company all permits, certificates and/or rights-of-way necessary for the Company to cross the property owned or controlled by the Customer for the Company's overhead or underground lines or extensions thereof necessary or incidental for the supply of electricity to the Customer.

The Company will use reasonable diligence in protecting the property owner when providing or maintaining overhead or underground service connections. The Company has the right to clear its service connection of any interfering tree, shrub or other obstruction; except when the property owner objects to such clearance, the Company may change or relocate the service connection to meet its requirements, and the full cost of the change or relocation will be borne by the Customer or property owner.

19. ATTACHMENT TO COMPANY'S PROPERTY

The use of the Company's poles, wires, towers, structures or other facilities by the Customer for the purpose of fastening or supporting any radio equipment, or any lights, wires, ropes, signs, banners or anything of any nature not necessary to the delivery by the Company of electric service to the community, or the locating of same in such proximity to the Company's aforesaid property or facilities as to cause, or be likely to cause, interference with the delivery of electric service, or a dangerous condition in connection therewith, is prohibited. The Company has the right to immediately remove same without notice.

20. INCREASING OR DECREASING CONNECTED LOAD

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The Customer will not increase the Connected Load except upon notice to and consent by the Company, and, in the event of any such increase in the Connected Load, the Customer must pay for such increase or altered service pursuant to the appropriate tariff schedule(s). If requested by the Company, the Customer will execute a new Agreement at the Company's regular published rate covering the total Connected Load as so increased.

The Company's service conductors, transformers, meters and other devices used to supply electric energy to the Customer each have a definite capacity, and no addition to the Customer's Installed Connected Load thereto will be permitted until the Customer has secured the Company's consent. A violation of this rule makes the Customer liable for any damage resulting there from. In case the Customer's Connected Load is decreased, it is the responsibility of the Customer to notify the Company, in writing, of such decrease before obtaining any benefit in rates from such decrease.

21. LIMITATION OF USE

Electricity purchased from the Company must be used by the Customer only for the purpose specified in the Agreement for the Purchase of Electric Service, and the Customer will not sell or otherwise dispose of electricity, except with the written consent of the Company.

22. INTERRUPTION OF SERVICE

The Company will use reasonable diligence in providing a regular and uninterrupted supply of electricity to the Customer but does not guarantee a constant supply of electricity. The Company is not liable for damage that occurs as a result of any fluctuation or interruption that is (a) caused by or results from, in whole or in part, governmental action, litigation, war, public enemies, strikes, acts of God, inclement weather, order of any court or judge granted in a bona fide adverse legal proceeding, fuel shortages, or any order of any commission or tribunal having competent jurisdiction, (b) necessary for repairs or changes in the Company's generating equipment or transmission or distribution systems, (c) due to the negligence of the Company, its employees, servants or agents, and does not constitute gross negligence or willful misconduct, or (d) caused by any other act, event, or occurrence beyond the Company's reasonable control. The Customer expressly waives any right to assert claims against the Company for damages caused by any fluctuation or interruption described in this paragraph. In the event of the Company's gross negligence or willful misconduct, the Company's liability under this paragraph will be limited to the cost of necessary repair or replacement of tangible property damaged or destroyed by the interruption or fluctuation.

The Company may, without liability, interrupt service to any Customer in the event of any condition that poses a threat to the area power supply if, in the Company's sole judgment, such action may prevent or alleviate such condition.

23. SUSPENSION OF SERVICE FOR REPAIRS AND CHANGES

When necessary to make repairs or changes in the Company's generating equipment or transmission or distribution systems, the Company may suspend service for such periods as may be reasonably necessary, and in such manner as not to inconvenience the Customer unnecessarily. The Company will be liable to the Customer for any damages occasioned by such suspension only when the damages are the result of gross negligence or willful misconduct on the part of the Company. In the event of the Company's gross negligence or willful misconduct, the Company's liability under this paragraph will be limited to the cost of necessary repair or replacement of tangible property damaged or destroyed by the interruption or fluctuation. The Company will endeavor to give reasonable notice to the Customer of the Company's intention to suspend service pursuant to this provision.

24. CHARACTERISTICS OF SERVICE

Based on the availability of the voltage required by the Customer and the expense of additional equipment and installation needed to serve the Customer, the Company will provide single phase or three phase service at one of the Company's standard voltages. Motor requirements for single and three phase service can be found in the Company's Electric Service Requirements book.

The Company will provide secondary voltage for loads that require voltages up to 600 volts. The Company will provide primary voltage service for loads that require voltages between 2,400 volts and 25,000 volts. The Company will provide transmission voltage service for loads that require voltages of 69,000 volts or greater. The provision of primary or transmission voltage services must be negotiated with the Company.

25. OWNERSHIP OF EQUIPMENT

All equipment furnished and installed by the Company will be and will remain the property of the Company unless purchased by the Customer.

26. RESPONSE TO REQUEST FOR SERVICE

The Company will serve each qualified Applicant within the area certified by the Public Utility Commission of Texas as rapidly as practical. The following requirements apply to electric service provided by the Company:

The Company will process applications for new electric service not involving line extensions or construction of new facilities within seven (7) working days after an Applicant has met the credit requirements of these Rules and Regulations. The Company will process applications for electric residential service requiring line extension as quickly as possible and will complete such requests within ninety (90) days or within a time period agreed to by the Customer and the Company.

If facilities must be constructed, the Company will inform the Customer within ten (10) working days of receipt of the line extension application, giving the customer

an estimated completion date and an estimated cost for all charges to be incurred by the Customer.

Following assessment of necessary line work, the Company will explain to the Customer any construction cost options such as rebates to the Customer, sharing of construction costs between the Company and the Customer, or sharing of costs between the Customer and other Applicants.

SECTION III

PROVISION OF SERVICE

1. REFUSAL OF SERVICE

- a. The Company may decline to serve an Applicant until such Applicant has complied with state and municipal regulations and approved Rules and Regulations of the Company governing the service applied for or for any one of the following reasons:
 - (i) Applicant's facilities inadequate. If the Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be provided;
 - (ii) Violation of tariffs. If the Applicant fails to comply with the Company's tariffs pertaining to operation of nonstandard equipment or unauthorized attachments;
 - (iii) Failure to pay guarantee. If the Applicant has acted as a guarantor for another Customer and failed to pay the guaranteed amount, where such guarantee was made in writing to the Company and was a condition of service;
 - (iv) Intent to deceive. If the Applicant applies for service for a location where another Customer received, or continues to receive, service and the electric utility bill is unpaid at that location and the Company can prove the change in identity is made in an attempt to help the other Customer avoid or evade payment of an electric utility bill;
 - (v) For indebtedness. If the Applicant is indebted to any electric utility for the same kind of service as that applied for; provided, however, that, in the event the indebtedness of the Applicant is in dispute, the Applicant will be served upon complying with the Company's deposit requirements which are set under the Commission's Substantive Rules; or
 - (vi) Refusal to pay deposit. For refusal to pay a deposit if Applicant is required to make a deposit under these sections.
- b. In the event that the Company refuses to serve an Applicant under the provisions of these Rules and Regulations, the Company will inform the Applicant of the basis of its refusal and that the Applicant may file a complaint with the appropriate regulatory authority.
- c. The following does not constitute sufficient cause for refusal of service to an Applicant:

- (i) Delinquency in payment for service by a previous occupant of the premises to be served;
- (ii) Failure to pay for merchandise, or charges for non-regulated services purchased from the Company;
- (iii) Failure to pay a bill that includes more than the allowed six (6) months of underbilling, unless the underbilling is the result of theft of service; or
- (iv) Failure to pay the bill of another Customer at the same address except where the change of Customer identity is made to avoid or evade payment of an electric bill.

2. CUSTOMER AND APPLICANT DEPOSIT

- a. The Company may require an Applicant for residential service to establish and maintain satisfactory credit as a condition of providing service. Establishment of credit will not relieve any Customer from complying with the Company's requirements for prompt payment of bills. The creditworthiness of spouses established during shared service in the twelve (12) months prior to their divorce will be equally applied to both spouses for twelve (12) months immediately after their divorce.
- b. An Applicant for residential service can demonstrate satisfactory credit and will not be required to pay an initial deposit if the Customer meets any one of the criteria listed below:
 - (i) The Applicant has been a customer of any electric utility for the same kind of service within the last two (2) years; is not delinquent in payment of any such electric utility service account; during the last twelve (12) consecutive months of service was not late in paying a bill more than once; did not have service disconnected for nonpayment; and is encouraged to obtain a letter of credit history from the Applicant's previous electric utility.
 - (ii) The Applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of: generally acceptable credit cards; letters of credit reference; the names of credit references that can be quickly and inexpensively contacted by the Company; or ownership of substantial equity that is easily liquidated.
 - (iii) The Applicant is sixty-five (65) years of age or older and does not have an outstanding account balance incurred within the last two (2) years with the Company or another electric utility for the same type of utility service.
 - (iv) The Applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code §51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination must be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly by use of a toll-free fax number to the Company.

- c. If satisfactory credit cannot be demonstrated by an Applicant for residential service using the criteria listed above, the Company may require such Applicant to pay an initial deposit. An Applicant for residential service or a Customer who is required to pay a deposit may provide the Company with a written letter of guarantee pursuant to these Rules and Regulations instead of paying a cash deposit. The Company will not require a deposit from an existing Customer unless the Customer was late paying a bill more than once during the last twelve (12) months of service or had service disconnected for nonpayment. The Company may require the Customer to pay this deposit within ten (10) days after issuance of a written disconnection notice that requests such deposit. Instead of a deposit, the Customer may pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous twelve (12) months.
- d. For non-residential service, if an Applicant's credit has not been demonstrated satisfactorily to the Company, the Applicant may be required to pay a deposit. The total of all deposits will not exceed an amount equivalent to one-sixth (1/6) of the Customer's estimated annual billing.
- e. The Company may require an additional deposit if the average of the Customer's actual billings for the last twelve (12) months is at least twice the amount of the original estimated annual billings and a disconnection notice has been issued for the account within the previous twelve (12) months. The Company may require that an additional deposit be paid within ten (10) days after it has issued a written disconnection notice and requested the additional deposit. Instead of an additional deposit, the Customer may pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous twelve (12) months. The Company may disconnect service if the additional deposit is not paid within ten (10) days of the request, provided a written disconnection notice has been issued to the Customer. A disconnection notice may be issued concurrently with either the written request for the additional deposit or current usage payment.
- f. For temporary or seasonal service or weekend residences, the Company may require a deposit sufficient to reasonably protect it against the assumed risk.
- g. If service to an Applicant or Customer is not connected by the Company or is disconnected for any reason, the Company will refund the Applicant's/Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished.
- h. When a Customer has paid bills for electric service for twelve (12) consecutive Residential billings or for twenty-four (24) consecutive Non-Residential billings without having service disconnected for non-payment of a bill and without having more than two (2) occasions in which the bill was delinquent, and when the Customer is not delinquent in the payment of his/her current bills, the Company will refund the deposit plus accrued interest to the Customer. If the Customer does not meet these refund criteria, the Customer's deposit may be retained by the Company.

- i. The Company will pay interest on Customer deposits at an annual rate at least equal to that set by the Commission on December 1 of the preceding year, pursuant to Texas Utilities Code §183.003 (relating to Rate of Interest). If a deposit is refunded within thirty (30) days of the date of deposit, the Company will not make an interest payment. If the Company keeps the deposit more than thirty (30) days, payment of interest will be made retroactive to the date of deposit. Payment of the interest to the Customer will be made annually, if requested by the Customer, or at the time the deposit is returned or credited to the Customer's account. The deposit will cease to draw interest on the date it is returned or credited to the Customer's account.
- j. In lieu of a deposit, a Residential Customer may submit an "Absolute Guaranty of Payment of Obligation of Electric Service" ("Guarantee Agreement") between the Company and a guarantor for no more than the amount of deposit the Company would require on the Applicant's or Customer's account [see Sheet Number 7]. The amount of the guarantee will be clearly indicated in the Guarantee Agreement. Upon default by a residential Customer, the guarantor of that Customer's account will be responsible for the unpaid balance of the account only up to the amount agreed to in the Guarantee Agreement. The Company will provide written notification to the guarantor of the Customer's default, the amount owed by the guarantor, and the due date for the amount owed. The Company will allow the guarantor sixteen (16) days from the date of notification to pay the amount owed on the defaulted account. If the sixteenth day falls on a holiday or weekend, the due date will be the next workday. The Company may transfer the amount owed on the defaulted account to the guarantor's own service bill provided the guaranteed amount owed is identified separately on the bill. The Company may disconnect service to the guarantor for nonpayment of the guaranteed amount only if the disconnection was included in the terms of the written agreement, and only after proper notice.

If service to an Applicant or Customer is not connected, or is disconnected, the Company will void and return to the guarantor the Guarantee Agreement or provide written documentation that the contract has been voided. When the Customer has paid bills for service for twelve (12) consecutive billings without having service disconnected for nonpayment of a bill and without having more than two occasions in which a bill was delinquent, and when the Customer is not delinquent in the payment of the current bills, the Company will void and return the Guarantee Agreement or provide written documentation that the contract has been voided. If the Customer does not meet these refund criteria, the Guarantee Agreement may be retained.

- k. Every Applicant who previously has been a Customer of the Company and whose service has been disconnected for nonpayment of bills or theft of service (meter tampering or bypassing of meter) will be required, before service is reconnected, to pay all amounts due or execute a Deferred Payment Plan Agreement, if offered, and reestablish credit. The Company must prove the amount of utility service received but not paid for and the reasonableness of any charges for the

unpaid service, and any other charges required to be paid as a condition of service restoration.

3. BILLS FOR SERVICE

- a. Unless otherwise authorized by the Commission, or unless service is rendered for a period of less than a month, the Company will render bills for electric service on a monthly basis. The Company will issue bills to Customers as promptly as possible after reading the Customer's meter. The due date of the bill for utility service will not be less than sixteen (16) days after issuance. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next working day after the due date. The billing period will be construed to mean any period between two (2) meter readings taken for billing purposes, and will normally cover a period of approximately thirty (30) days. A payment for electric service is delinquent if not received by the Company or at the Company's authorized payment agent by the close of business on the due date.

The Customer's obligation to pay their bill is not released or diminished by non-receipt of bills.

- b. The Company may assess a one-time penalty of five (5) percent on delinquent bill payment of non-residential customers. The Company will not assess any penalty on delinquent payment of residential bills. The five (5) percent penalty on delinquent bill payment of non-residential customers will not be applied to any balance to which the penalty was applied in a previous billing. All payments by a state agency, as those terms are defined in Chapter 2251 of the Tex. Gov't. Code shall be due and bear interest as provided in that chapter.
- c. A Deferred Payment Plan Agreement is a written agreement between the Company and a Residential Customer that allows the Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. [see Sheet Number 6] The Company offers, upon request, a Deferred Payment Plan Agreement to any Residential Customer, including a guarantor of any residential Customer, who has expressed an inability to pay all of his/her bill if the Customer has not been issued more than two (2) disconnection notices at any time during the preceding twelve (12) months. A Deferred Payment Plan Agreement will provide that the delinquent amount may be paid by the Customer in equal amounts lasting at least three (3) billing cycles.

At the Company's option, the Company may decide not to enter into a Deferred Payment Plan Agreement with any Residential Customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that Customer has had service from the Company for no more than three (3) months.

The Residential Customer may make a deferred payment arrangement by visiting the Company's business office or contacting the Company by telephone. If the Customer visits the Company's business office, the Company may ask the Customer to sign the Deferred Payment Plan Agreement. The Company will provide the Customer with a copy of the signed Agreement. If the Agreement is

made over the telephone, the Company will send a copy of the Agreement to the Customer.

A Deferred Payment Plan Agreement:

- may include a 5 percent penalty for late payment but will not include a finance charge;
- will state the length of time covered by the plan;
- will state the total amount to be paid under the plan;
- will state the specific amount of each installment;
- will allow the Company to disconnect service if the customer does not fulfill the terms of the Agreement;
- must be signed by the Customer, and a copy of the Agreement will be provided to the Customer; and
- will allow either the Customer or the Company to initiate a renegotiation of the Agreement if the Customer's economic or financial circumstances change substantially during the term of the Agreement.

The Company will not refuse customer participation in the Deferred Payment Plan on the basis of race, color, nationality, religion, sex or marital status.

If a Customer has not fulfilled terms of a Deferred Payment Plan Agreement, the Company will have the right to disconnect the Customer's electric service pursuant to the Company's Rules and Regulations. However, the Company will not disconnect service until a Disconnect Notice has been issued to the Customer indicating the Customer has not met the terms of the Deferred Payment Plan Agreement. The Company may, under such circumstances, but is not required to, offer subsequent negotiation of a Deferred Payment Plan Agreement prior to disconnection.

- d. The Company offers a Residential Budget Billing Plan to elderly or chronically ill Residential Customers who may be on fixed incomes and to other Customers who have similarly unique financial needs. The Budget Billing Plan Agreement allows eligible residential Customers to pay on a monthly basis a fixed billing rate of one-twelfth (1/12) of that Customer's estimated annual consumption at the appropriate Customer class rates, with provisions for periodic adjustments on at least an annual basis as may be determined based on actual usage. The Company may require a deposit from all Customers entering into a Residential Budget Billing Plan Agreement.

If a Customer does not fulfill the terms and obligations of the Residential Budget Billing Plan Agreement, the Company has the right to disconnect service to that Customer pursuant to the Company's disconnection rules.

4. DISCONNECTION OF SERVICE

- a. If a bill has not been paid or a Deferred Payment Plan Agreement entered into within twenty-six (26) days from the date of issuance of a bill and if proper notice has been given, the Company may, in addition to all other legal remedies,

terminate an Agreement or disconnect Customer's service. The Company may disconnect Customer's service after proper notice for any of the following reasons:

- (i) Customer's failure to pay a delinquent account for service or make deferred payment arrangements by the date of disconnection;
 - (ii) Customer's failure to comply with the terms of a Deferred Payment Plan Agreement;
 - (iii) Customer's violation of the Company's Rules and Regulations pertaining to the use of service in a manner that interferes with the service of others or the operation of a nonstandard equipment, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;
 - (iv) Customer's failure to pay a deposit as required by these Rules and Regulations;
 - (v) failure of the guarantor to pay the amount guaranteed, where the Company has a written agreement, signed by the guarantor, that allows for the disconnection of the guarantor's service; or
 - (vi) Customer's failure to fulfill the terms and obligations of a Level Payment Plan Agreement.
- b. Proper notice consists of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "disconnection notice" or similar language prominently displayed on the notice. The information included in the notice will be provided in English and Spanish as necessary to adequately inform the Customer. In the disconnection notice, a statement will appear notifying the Customer that, if they are in need of assistance with the payment of their bill by the due date, or if they are ill and unable to pay their bill, they may be able to make some alternative payment arrangement, establish a deferred payment plan, or possibly secure payment assistance. The notice will advise the Customer to contact the Company for more information. Payment at a Company's authorized payment agency is considered payment to the Company. The Company will not issue a disconnection notice to the Customer before the first day the bill is due.
- c. The Company may disconnect Customer's service without prior notice for any of the following reasons: (1) where a known dangerous condition exists for as long as the condition exists, (2) where service is connected without authority by a person who has not made application for service, (3) where service was reconnected without authority following termination of service for nonpayment, or (4) where there has been meter tampering with the Company's equipment or evidence of theft of service. Where reasonable, given the nature of the hazardous condition, the Company will post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
- d. The Company will not disconnect a Customer's service for any of the following reasons:

- (i) delinquency in payment for utility service by a previous occupant of the premises;
 - (ii) Customer's failure to pay for merchandise, or charges for non-regulated service provided by the Company;
 - (iii) Customer's failure to pay for a different type or class of utility service unless charges for such service were included on the bill at the time service was initiated;
 - (iv) Customer's failure to pay disputed charges, except for the required Level Payment Plan payment, until a determination as to the accuracy of the charges has been made by the Company or the Commission, and the Customer has been notified of the determination;
 - (v) Customer's failure to pay charges arising from an underbilling, except for charges arising from theft of service, more than six (6) months prior to the current billing;
 - (vi) Customer's failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under these Rules and Regulations; or
 - (vii) Customer's failure to pay an estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the Company is unable to read the meter due to circumstances beyond its control.
- e. Unless a dangerous condition exists, or unless the Customer requests disconnection, the Company will not disconnect service to a Customer on holidays or weekends, or the day immediately preceding a holiday or weekend, unless the Company's personnel are available on those days to take payments and reconnect service.
- f. The Company will not disconnect service at a permanent individually metered dwelling unit of a Customer who is delinquent in paying his/her bill for electric service when that Customer establishes that disconnection of service will result in some person residing at that residence becoming seriously ill or more seriously ill. Each time a Customer seeks to avoid disconnection of service under this rule, the Customer must: have the attending physician (*i.e.*, any public health official, including but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company within sixteen (16) days of issuance of the bill; have the attending physician submit a written statement to the Company; and enter into a Deferred Payment Plan Agreement. The Company will not disconnect service to such Customer for a period of at least sixty-three (63) days from the issuance of the electric bill or a shorter period agreed upon by the Company and the Customer or physician.
- g. The Company will not disconnect service to a residential Customer who is delinquent in paying his/her bill for electric service for a billing period in which the Company receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

- h. The Company will not disconnect service to a residential Customer when the previous day's highest temperature did not exceed 32°F and the temperature is predicted to remain at or below that level for the next twenty-four (24) hours, according to the nearest National Weather Service (NWS) reports, or when the NWS issues a heat advisory for any county in the Company's service territory or when such advisory has been issued on any one of the preceding two (2) calendar days.
- i. Once the Company has issued a Notice of Disconnection of Service, and if the Customer has not entered into a Deferred Payment Plan Agreement, the Customer must pay his/her bill in full at one of the Company's business offices by the close of business (4:00 p.m.) or at one of the Company's authorized payment agents prior to 6:00 p.m. on the date the payment is due. **PAYMENTS PLACED IN ONE OF THE COMPANY'S 24-HOUR DROP BOXES MUST BE PLACED IN THE DROP BOX BY 4:00 P.M. TO BE CONSIDERED RECEIVED THE SAME DAY.** Payments deposited in one of the Company's 24-hour drop boxes after 4:00 p.m. are considered received the following day.

5. DISPUTED BILLS

If a Customer has a dispute regarding his/her bill for electric services, the Company will investigate and report the results of the investigation to the Customer. If the dispute is not resolved, the Company will inform the Customer of the complaint procedures of the Commission.

A Customer's electric service will not be disconnected for nonpayment of the disputed portion of a bill until the dispute is completely resolved by the Company. However, the Customer is obligated to pay any billings not disputed. If the Customer files a complaint with the Commission, the Customer's service will not be disconnected by the Company for nonpayment of the disputed portion of the bill before the Commission completes its informal complaint resolution process and informs the Customer of its determination.

6. SELECTION OF RATE SCHEDULES

Each Customer may use electric service under the schedule most advantageous to him/her, provided the terms prescribed in the schedule selected apply to the Customer's equipment and use of electricity.

When more than one schedule is applicable, the Customer must select the schedule under which service is to be furnished. The Company will assist the Customer in making this selection, but the responsibility of this selection rests entirely with the Customer.

7. OVERBILLING AND UNDERBILLING

If charges for Company service are found to differ from the Company's lawful rates for the services being purchased by the Customer, or if the Company fails to bill the Customer for such service, a billing adjustment will be calculated by the Company. If

the Customer is due a refund, an adjustment will be made for the entire period of the overbilling. If an overbilling is adjusted by the Company within three billing cycles of the bill in error, interest will not accrue. Unless otherwise provided in this section, if an overbilling is not adjusted by the Company within three (3) billing cycles of the bill in error, interest will be applied on the amount of the overbilling at the rate set by the Commission annually for the calendar year. Such interest will accrue from the date of payment from the date of the bill in error. Interest will not apply to Residential Level Payment Plan Agreements or estimated billings that are authorized by statute or rule.

The Company may backbill the Customer for the amount that was underbilled. The backbilling will not exceed six (6) months from the date the Company discovered the error unless such undercharge is a result of theft of service by the Customer. The Company may disconnect service if the customer fails to pay underbilled charges. If the underbilling is \$50 or more, the Company will offer the Customer a Deferred Payment Plan option for the same length of time as that of the underbilling. In cases of meter tampering, bypass, or diversion, the Company may offer a Customer a Deferred Payment Plan option. Interest will not apply to underbilled amounts unless such amounts are found to be the result of theft of service (meter tampering, bypass, or diversion) by the Customer. Interest on underbilled amounts will accrue from the day the Customer is found to have first stolen (tampered, bypassed or diverted) the service.

8. ESTIMATED BILLS

When there is good reason for doing so, the Company may submit estimated bills provided that an actual meter reading is taken at least every three (3) months. In months where the Meter Reader is unable to gain access to the premises to read the meter on regular meter reading trips or in months where meters are not read, the Customer may request and the Company may, with good cause, allow the Customer to provide meter readings through an alternative method. If such method is not received by the Company in time for billing, the Company will estimate the meter reading and render a bill accordingly.

9. ALTERNATE PAYMENT PROGRAMS AND PAYMENT ASSISTANCE

When a Residential Customer contacts the Company and indicates their inability to pay a bill or a need for assistance with the bill payment, the Company will inform the Customer of all alternate payment and payment assistance programs available from the Company, such as deferred payment plans, disconnection moratoriums for the ill, or energy assistance programs, as applicable, and of the eligibility requirements and procedures for applying for each.

10. DISCONNECTION OF MASTER-METERED APARTMENTS

When a bill for Company services is delinquent for a master-metered apartment complex (defined as a submetered or nonsubmetered building in which a single meter serves five (5) or more residential dwelling units), the following shall apply:

- (1) The Company will send a disconnection notice to the Customer. At the time such notice is issued, the Company will also inform the Customer that notice of possible disconnection will be provided to the tenants of the apartment complex in six (6) days if payment is not rendered before that time.
- (2) At least six (6) days after providing the disconnection notice to the Customer and at least four (4) days prior to disconnect, the Company will post a minimum of five (5) notices in conspicuous areas in the corridors or other public places of the apartment complex. Language in the notice will be prominently displayed and will read:

Notice to residents of (name and address of apartment complex): electric utility service to this apartment complex is scheduled for disconnection on (date), because (reason for disconnection).

**AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE FROM
EL PASO ELECTRIC COMPANY**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between **EL PASO ELECTRIC COMPANY**, a Texas Corporation (hereinafter called "Company"), and _____ (hereinafter called "Customer").

WITNESSETH: That, in consideration to the premises, covenants, and agreements herein contained, the Company and Customer mutually agree to and with each other as follows:

ARTICLE I

Term The term of this Agreement shall be for a period of _____ years from _____, 20____, and shall continue thereafter from year to year unless a written notice to the contrary is given by either party to the other at least thirty (30) days prior to the expiration of the original term or of any renewal thereof.

ARTICLE II

**Service Specification
s
and Point of
Delivery** Said electric energy, up to a maximum load of approximately _____ kilowatts, shall be furnished in the form of _____ phase alternating current at a nominal voltage of _____ volts and a nominal frequency of 60 cycles per second at a point designated by the Company on the Customer's premises located at _____

ARTICLE III

**Use of
Service** Electric energy furnished under this Agreement shall normally be served through one main circuit and only at the voltage specified in Article II and no resale of electric energy shall be permitted. The Company agrees to sell to the Customer electric energy for its entire power and lighting requirements at its local _____ at _____ unless otherwise agreed in writing, and the Customer agrees to pay thereafter, subject to and in accordance with the terms of this Agreement.

ARTICLE IV

Rates The Customer agrees to pay the Company for all electric energy delivered in accordance with the terms of this agreement as specified by the rates and provisions attached hereto, which are made a part hereof and are designated as follows:

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Effective with service on and after _____
November 3, 2021 _____

**AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE FROM
EL PASO ELECTRIC COMPANY**

Continuation of Agreement For the Purchase of Electric Service

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It is understood and agreed, however, that if said rates or provisions are ordered or authorized changed by any competent governmental, regulatory, or other body having jurisdiction in the premises, such changes shall be applied as if incorporated as a part of this Agreement.

ARTICLE V

Metering

The electric energy furnished hereunder shall be measured at the voltage specified in Article II by such meter or meters as the Company may install.

In case of question as to the accuracy of the Company's measuring instruments, either party shall have the right at any time, upon request, to have them tested, and if necessary, recalibrated with both parties represented at the test.

If the Company's measuring instruments fail to register for any period, unless bypassed or tampered with, the Company shall charge for the power delivered, but not metered, for a period not to exceed three months based upon amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years. When the Company's measuring instruments fail to register accurately, the Customer's billing may be adjusted for a period not to exceed six (6) months unless the meter has been tampered with or bypassed.

ARTICLE VI

**Installation
and**

The Customer agrees not to connect to the Company's service any motors or other apparatus that have not had the approval of the

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**AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE FROM
EL PASO ELECTRIC COMPANY**

Apparatus Company and further shall not install electrical apparatus on the lines of the Company that will in any way cause undue fluctuation of voltage on the distribution system of the Company or that will interfere with the successful operation thereof.

Continuation of Agreement For the Purchase of Electric Service

ARTICLE VII

Interruption
of Supply *The Company will use reasonable diligence in providing a regular and uninterrupted supply of electricity to the Customer but does not guarantee a constant supply of electricity. The Company is not liable for damage that occurs as a result of fluctuation or interruption that is (a) caused by or results from, in whole or in part, governmental action, litigation, war, public enemies, strikes, acts of God, inclement weather, order of any court or judge granted in a bona fide adverse legal proceeding, fuel shortages, or any order of any commission or tribunal having competent jurisdiction, (b) necessary for repairs or changes in the Company's generating equipment or transmission or distribution systems, (c) due to the negligence of the Company, its employees, servants or agents, and does not constitute gross negligence or willful misconduct, or (d) caused by any other act, event, or occurrence beyond the Company's reasonable control. The Customer expressly waives any right to assert claims against the Company for damages caused by any fluctuation or interruption described in this paragraph. In the event of the Company's gross negligence or willful misconduct, the Company's liability under this paragraph will be limited to the cost of necessary repair or replacement of tangible property damaged or destroyed by the interruption or fluctuation.*

The Company may, without liability, interrupt service to any Customer in the event of any condition that poses a threat to the area power supply if, in the Company's sole judgment, such action may prevent or alleviate such condition.

ARTICLE VIII

Default by
Customer If the Customer shall make default in the performance of any of his Customer obligations under this Agreement, the Company may suspend service, such suspension not to interfere with the enforcement by the Company of any rights under this Agreement or of any other legal right

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AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE FROM EL PASO ELECTRIC COMPANY

or remedy. Any delay by the Company in enforcing any of its rights hereunder shall not be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults be deemed a waiver of any other or subsequent default.

Continuation of Agreement For the Purchase of Electric Service

Should the Customer at any time be in default in the payment of sums due under this Agreement, as specified in the attached tariff, then this entire agreement shall, at the election of the Company, be wholly at an end and the parties shall thereby be severally released from all obligations hereunder, save in rights of action then already accrued.

Any dispute with reference to the amount due for power shall not excuse the Customer from paying at the time when payment is called for by this Agreement or the attached tariff, the amount stated by the Company to be due, but the Customer shall be entitled to recover any amount which he may have paid in excess of the amount actually found to be due.

ARTICLE IX

Suspension of Service

In the event the Customer is unable to operate his plant or other Service equipment in full or in part by reason of accident, act of God, fire, or strike of the Customer's employees, or other similar cause beyond the reasonable control of the Customer and without his neglect the Company will sell and deliver to the Customer electric service to be used at the plant being served under this Agreement during such time as may be reasonably necessary to correct any of the aforesaid conditions on any of the Company's standard rate schedules applicable to the then existing conditions rather than at the rate schedule and under the terms and conditions provided for in this Agreement, but it is agreed that for every month or portion thereof during which service is furnished the Customer under this Article this Agreement shall be extended for a corresponding period beyond its expiration date.

ARTICLE X

Franchises

The covenants of the Company herein contained are conditional upon its securing, at a cost agreeable to it and intervening property owners without expropriation, the necessary rights-of-way, privileges and franchises to enable it to make delivery under this Agreement.

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**AGREEMENT FOR THE PURCHASE OF ELECTRIC SERVICE FROM
EL PASO ELECTRIC COMPANY**

ARTICLE XI

Liability The electric energy under this agreement is supplied by the Company and purchased by the Customer upon the express condition that the energy so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer, to be used only as herein provided; and the Company shall not, in any event, be liable for loss

Continuation of Agreement For the Purchase of Electric Service

or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Customer's premises, or elsewhere, after it passes the Company's metering equipment, or other point of delivery; or for any loss of damage resulting from the presence, character, or condition of the wires or appliances of the Customer, or for the inspection or repairs thereof.

ARTICLE XII

Assignment This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, but the Customer shall not assign any of his rights under this agreement without the written consent of the Company.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their officers, each thereunto duly authorized, the day and year first above written.

CUSTOMER

By _____

EL PASO ELECTRIC COMPANY

By _____

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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).**

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

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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 deposito 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 Campaña a la
fecha del vencimiento para el pago señalado en el recibo, la cantidad no pagada, que no exceda de
\$ _____, como se dejo 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).**

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

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. _____

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: _____

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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 _____

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: _____

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EL PASO ELECTRIC COMPANY

SECTION 3

LINE EXTENSION POLICY

AND

CONSTRUCTION CHARGES

EL PASO ELECTRIC COMPANY

SECTION 3

LINE EXTENSION POLICY AND CONSTRUCTION CHARGES

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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

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").

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges

DEFINITIONS

A. Actual Revenue means

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.

B. Adequate Security means

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.

The terms and conditions of acceptable Adequate Security escrow agreements are as follows:

- (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.
- (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.
- (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.
- 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.

C. Adjusted Revenue Obligation means

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The Revenue Guarantee Obligation reduced by any Actual Revenue earned in any of the Revenue Period's twelve- (12-) month periods.

D. Cash Advance for Construction means

A cash advance by a Customer for construction that is subject to refund either wholly or in part, depending on the amount of Actual Revenue generated over the Revenue Period.

E. Completion Date means

The date that the Company has completed its portion of the work on the Line Extension to include any electrical work, which does not necessarily include the Meter and service drop.

F. Construction Refund Cap means

The Company's design costs paid by the Customer plus the lesser of the Company's Estimated Extension Cost or the Customer's Company-approved actual costs for the construction of the Line Extension.

G. Cost of Capital Charges means

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.

H. Customer means

Any corporation, business establishment, institution, association, governmental entity, or individual currently being served or using electric energy supplied by the Company.

I. Customer Contribution means

A Cash Advance for Construction or a Revenue Guarantee to cover a Revenue Deficiency.

J. Ending Revenue Deficiency means

The amount by which the Extension Cost exceeds Actual Revenue received from Customers served from the Line Extension at the end of the Revenue Period.

K. Estimated Annual Revenue means

The estimated revenue during any of the Revenue Period's twelve- (12-) month periods. The estimated revenue shall be calculated in a similar fashion as Estimated Revenue.

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L. Estimated Extension Cost means

The Company's estimate of the Extension Cost calculated on the basis of current costs to install the same or a similar type of Line Extension.

M. Estimated Revenue means

The estimated revenue during the Revenue Period. The respective monthly kWh usage is determined by estimating the Customer's monthly demand, hours per day, days per week, and an average of 4.3 weeks per month, and calculated with the following formula:

$$\text{kWh} = \text{kW} * \text{hrs} * \text{days} * \text{weeks}$$

The above formula will be adjusted by a load factor and power factor, as applicable, based on the customer type and rate schedule for which the Customer qualifies. The monthly demand (kW) above is estimated based on operating and load information provided by the Customer and/or the average demand and operating characteristics of similar Customers.

The estimated revenue during the Revenue Period is determined by using the estimates of kWh and kW usage calculated by the above methods and applying the appropriate rate schedule and riders, less the fixed fuel factor costs and taxes.

N. Extension or Line Extension means

Depending on the context, Line Extension can mean an Overhead Line Extension, Underground Line Extension, Transmission Line Extension, or all.

O. Extension Cost means

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.

P. Franchised Area means

Those cities, towns, and villages in which the Company has been granted a franchise to provide electric utility service.

Q. Impaired Clearance means

The condition where a structure(s), including, but not limited to, buildings, signs, towers, poles, fencing, and swimming pools, is located in a position or manner in which insufficient clearance, as specified by any applicable law, regulation, and local codes and the National

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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.

R. Line Extension Agreement means

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.

S. Maximum Run means

The maximum amount of distance as determined by Company policy at the time of construction.

T. Meter means

A recording instrument of standard manufacture provided by the Company to measure energy consumption, demand, or both at a single Point of Delivery.

U. Overhead Line Extension means

The new pole line facilities (including without limitations, poles, anchors, conductors, insulators, arresters, cut-outs, transformers, breakers, and other miscellaneous hardware) necessary to provide electric service to the Point of Delivery.

V. Permanent Customer means

A Customer whose service is delivered to a Permanent Installation.

W. Permanent Installation means

Any structure that is constructed or placed on and permanently affixed to a foundation, and that is, or will be, used or occupied on a full-time basis. A manufactured home or a prefabricated structure shall qualify as a Permanent Installation if 1) the home or structure is installed on a foundation system according to regulations of the 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.

X. Point of Delivery means

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

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Company's and the Customer's conductors are connected. For underground service, see Sheet No. 5, Paragraph C.A.2.

Y. Primary Service means

Electric service provided to a Customer at a Primary Voltage.

Z. Primary Voltage means

One of the Company's standard voltages between 2,400 volts and 25,000 volts.

A1. Revenue Credit means

The Estimated Revenue for the Revenue Period that can be used to offset the Customer's monthly bill.

B1. Revenue Deficiency means

The amount by which the Estimated Revenue is less than the Estimated Extension Cost.

C1. Revenue Guarantee means

A written agreement entered into by the Company and the Customer providing Adequate Security.

D1. Revenue Guarantee Obligation means

The Estimated Extension Cost plus Cost of Capital Charges or, upon the final accounting for the Line Extension's construction, the Extension Cost as adjusted for Cost of Capital Charges.

E1. Revenue Period means

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.

F1. Secondary Service means

Electric service provided to a Customer at a Secondary Voltage.

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G1. Secondary Voltage means

One of the Company's standard service voltages below 600 volts.

H1. Temporary Service means

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).

I1. Transmission Line Extension means

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

J1. Transmission Voltage means

One of the Company's standard voltages greater than or equal to 69,000 volts.

K2. Underground Line Extension means

The new underground Primary or Secondary Voltage facilities including, without limitation, conduit system, pullboxes, transformer enclosure(s), transformer(s), primary voltage cables, secondary voltage cables, arrestors, switches, cut-outs, pole risers, and miscellaneous hardware necessary to provide underground service to the Point of Delivery.

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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.
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.

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.

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.

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.

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7. Renewable Energy and Distributed Generation Information:

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:

- a. Upon request by the Customer,
- b. At the same time the estimate of any required Cash Advance for Construction or other such prepayment is provided to the Customer, or
- 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.

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B. LINE EXTENSIONS

OPTION 1: LINE EXTENSIONS BUILT BY THE COMPANY

1. General:

The Company will provide, at its expense, Primary or Secondary Service to a Permanent Customer if the Estimated Revenue equals or exceeds the Estimated Extension Cost. No extension of overhead lines will be made from underground facilities or into areas designated or committed to underground facilities. 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.

2. Revenue Deficiencies:

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

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

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

(1) Cash Advance for Construction:

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

(a) Individual Customer Served:

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.

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(b) More Than One Customer Served:

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

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

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

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

R = the amount of the refund,

E = the Estimated Revenue from Permanent Customers served from additional Line Extensions,

C = the Estimated Extension Cost for the additional Extensions,

M = the number of months since the Completion Date.

Note that in no case will refunds from electric bill and one-time refunds exceed the Customer's Advance for Construction.

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

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

(2) Revenue Guarantee:

Customers may enter into a Line Extension Agreement for a term that commences upon the execution of the Revenue Guarantee and terminates at the end of the Revenue Period. At the end of the Revenue Period, the

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

If additional Line Extensions are 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.

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

1. General

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.

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.

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.

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2. Design and Construction Specifications

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

3. Material Specifications

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

4. Quality Control and Assurance

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

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.

5. Easements and Rights of Way

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:

- 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.
- 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.

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- 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.
- 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.

6. Licensing Requirements and Compliance with Required Governmental Inspections

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.

7. Meters

The purchase and installation of Meters will be the sole responsibility of the Company.

8. Purchase of System and Resulting Tax Liability

After the Line Extension has been constructed and accepted by the Company's construction inspector, the Customer agrees to sell to the Company and the Company agrees to buy the line extension for \$1.00. This sale shall be free of any liens or encumbrances.

Should any sales or use tax liability to the Company result from the sale, the Customer agrees to pay the cost of said tax liability.

The Company and the Customer shall execute an agreement (Customer Built Line Extension) to transfer the property and to make the Customer eligible for refunds in accordance with Paragraph 11 of this Sheet 6.

9. Property Records at the Time of Sale

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 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

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unless the Company is required to disclose this information to regulatory or other governmental agencies or bodies.

10. Liability for the Line Extension

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

11. Refunds for Customer Built Line Extensions

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

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

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

- b. The Amount Subject to refund will be refunded by the Company as follows:
- (1) The Company will refund at the end of each 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.
 - (2) The Company must review the account at the end of each of the Revenue Period's twelve- (12-) month periods. If at the end of a twelve- (12-) month period or the Revenue Period the total Actual Revenue exceeds the

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Construction Refund Cap, the Company must refund the entire amount subject to refund to the Customer.

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

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C. SPECIAL UNDERGROUND SERVICE PROVISIONS

A. Secondary Voltage Underground Extensions:

1. Permanent New Residential Customers:

(1) Overhead System:

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

(2) Underground System:

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

2. Point of Delivery:

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

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

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

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

3. Residential Subdivisions:

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

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requirements pertaining to the installation of other utilities and has entered into a Line Extension Agreement covering the number of residential lots to be served, the location of any necessary overhead express feeder lines, the Revenue Guarantee Obligation, the Adequate Security, and other necessary conditions as determined by the Company. The developer's Revenue Guarantee Obligation for an underground residential system will be determined using then-current material and construction costs.

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

4. Commercial and Industrial Customers:

The Company will install an underground Primary Voltage or Secondary Voltage Extension to serve a commercial or an industrial Customer after the Customer has entered into a Line Extension Agreement (if needed) covering the location of the Company's new Overhead and Underground Extensions, the amount of the Revenue Guarantee 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.

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:

- (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.
- (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.
- (3) The Customer makes any changes to the Customer's own service entrance equipment necessary to accommodate the new underground service.
- (4) The Customer pays the Company the then-current estimated cost to install and remove the overhead service drop.

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

B. Primary Voltage Distribution Facilities:

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

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

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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.

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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.

2. Primary and Transmission Voltage Service:

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.

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.

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

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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.

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.

2. City-Owned Street Lighting:

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.

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.

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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.

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.

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.

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.

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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.

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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.

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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.

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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.

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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.