

**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 34**

**COTTON GIN SERVICE 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. 38**

**NOTICED INTERRUPTIBLE POWER SERVICE**

**APPLICABILITY**

The availability of this rate schedule will be limited to a maximum of ~~75~~100 megawatts (MW) of total applicable interruptible demand for all participating Customers at any one time, as measured by the difference between each customer's contracted firm demand and each customer's expected maximum demand at the time of the Company's expected native system peak; however, this limitation of ~~75~~100 MW will not be the basis for the termination of a customer's service under this rate while the Customer is under a contract for service under this rate. This rate schedule is available to Customers with total connected capacity requirements of at least 1,000 kilowatts (kW), and only when the Company has available capacity in excess of its firm system requirements. The minimum level of firm demand to be required from qualifying customers is 600 kW unless a greater amount is provided by a contract.

Noticed Interruptible Power Service is available under this rate schedule only if the utilization of this service is of such character that the service is capable of being interrupted at any time, upon the Company's request, without damage to property or persons and without adversely affecting the public's health, safety and welfare. This rate schedule is not available for standby, temporary, resale or interruptible service not in conjunction with firm service under other applicable rate schedules.

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

**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 a standard Company approved voltage. All service will be taken at the point of delivery designated by the Company and at one of the Company's standard types of service. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

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# EL PASO ELECTRIC COMPANY

## SCHEDULE NO. 38

### NOTICED INTERRUPTIBLE POWER SERVICE

#### MONTHLY RATES

	<b>Secondary Voltage</b>	<b>Primary Voltage</b>	<b>Transmission Voltage</b>
Demand Charge per kW	<del>\$8.16</del> <del>\$5.39</del>	<del>\$6.08</del> <del>\$5.13</del>	<del>\$3.54</del> <del>\$2.54</del>
Energy Charge per kWh	<del>\$0.00302</del> <del>\$0.00427</del>	<del>\$0.00302</del> <del>\$0.00417</del>	<del>\$0.00302</del> <del>\$0.00407</del>

(1)(1)(1)  
(R)(R)(R)

#### DETERMINATION OF BILLING DEMAND AND ENERGY

Maximum Demand will consist of both firm and interruptible demand, and will be defined as the highest thirty (30) minute interval kW load in a billing month.

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

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

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

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

#### CONTRACT FOR SERVICE

A Contract for Power Service ("Contract") must be executed between the Company and the Customer prior to taking service under this rate schedule. The Contract shall establish the

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amount of the Customer's demand that shall be served as firm demand. All demand in excess of the amount of firm demand specified in the Contract shall constitute interruptible demand and shall be served and billed on that basis. Subject to the Company's right to terminate service as expressly permitted in other provisions of this rate schedule, the Company's Rules and Regulations, and the Public Utility Commission of Texas' rules, the Contract term shall be for an initial period of three (3) years, and shall continue year-to-year thereafter until canceled by the customer upon at least one (1) year's prior written notice, which cancellation will be effective at the beginning of a calendar year. The amount of Contract Firm Power Demand and Minimum Firm Contract Capacity specified in the Contract will supersede and control over any inconsistent level of demand specified in any pre-existing agreement between the Company and the Customer.

The Company reserves the right to terminate service under this rate schedule if the Customer's average monthly load factor drops below 50 percent in any twelve (12) consecutive month period.

#### SCHEDULING PROCEDURES

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

#### GENERAL CONDITIONS

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

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**NOTICED INTERRUPTIBLE POWER SERVICE**

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

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

**NON-COMPLIANCE**

Noticed Interruptible Transmission 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 for curtailment shall result in the following adjustments to the Customer's billings and service:

1. During a calendar year, the first occasion in which the Customer fails to comply with a request for curtailment shall result in the Customer being billed (or re-billed, if necessary) the entire month at the retail rates currently in effect and otherwise applicable to the Customer ("Retail Rate"); and
2. During the same calendar year, the second occasion in which the Customer fails to comply with a request for curtailment shall result in the Customer 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 Customer for such period) with an additional five percent (5%) charge applied to the additional base portion of the recalculated monthly bills (less amounts previously remitted by Customer for such period); and
3. During the same calendar year, the third occasion in which the Customer fails to comply with a request for curtailment shall result in the immediate termination of service under the Noticed Interruptible 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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**NOTICED INTERRUPTIBLE POWER SERVICE**

Upon the expiration of twelve (12) consecutive months following the date of the third failure to comply, the Customer may reapply for electric service at the Company's then-current noticed interruptible rate schedule. As a condition precedent to the re-establishment of electric service at the Company's then-current interruptible rate schedule, the Customer must demonstrate to the Company's satisfaction its ability to comply with the Company's noticed interruptible curtailment requirements prior to establishing a new service agreement under this rate schedule.

**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 ADJUSTMENT FACTOR**

(T)

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

(T)

**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.

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**NOTICED INTERRUPTIBLE POWER SERVICE**

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

Interruptible sales under this rate schedule are non-firm sales and as such are not subject to cost-of-service allocations in any Company rate case.

**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. 41

### CITY AND COUNTY SERVICE RATE

#### APPLICABILITY

This rate schedule is closed to all new service applications.

This rate schedule is limited to all public schools, Kindergarten through 12th grade, and to those municipal and county customer service points currently taking service under this rate schedule. No new customers shall be allowed to take service under this rate schedule.

An existing customer may not add additional points of service, but an existing customer's account will continue for a new facility that replaces or expands an existing facility.

#### TERRITORY

Texas Service Area

#### TYPE OF SERVICE

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

#### MONTHLY RATES

##### STANDARD SERVICE RATES

Customer Charge (per meter per month)	<del>\$23.02</del> \$27.05		(R)
<b>Secondary Voltage</b>	<b>Summer</b>	<b>Non-Summer</b>	
Demand Charge per kW in excess of 15 kW	<del>\$26.63</del> \$23.39	<del>\$22.57</del> \$19.76	(I)(I)
Energy Charge per kWh			
First 3,000 All kWh	<del>\$0.02861</del> \$0.09365	<del>\$0.02615</del> \$0.07865	(C)(R)
All Additional kWh	<del>\$0.02960</del>	<del>\$0.01460</del>	(R)(D)
<b>Primary Voltage</b>	<b>Summer</b>	<b>Non-Summer</b>	

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### CITY AND COUNTY SERVICE RATE

Demand Charge per kW in excess of 15 kW	<del>\$24.19</del> \$21.98	<del>\$20.12</del> \$18.35	(I)(I)
Energy Charge per kWh			
First 3,000 kWh	\$0.02701 <del>\$0.09233</del>	<del>\$0.02455</del> \$0.07733	(C)(R)
All Additional kWh	\$0.02828	\$0.01328	(R)

The Summer period shall be the months of June through September and the Non-Summer period shall be the months of October through May.

### ALTERNATIVE TIME-OF-DAY (TOD) RATES

This rate option is available only to Customers currently taking service under the City and County Service Rate.

Customer Charge (per meter per month)	<del>\$23.02</del> \$27.05	(R)
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Secondary Voltage	Summer (June through September)	Non-Summer (October through May)	
Demand Charge per kW in excess of 15 kW	<del>\$26.63</del> \$23.39	<del>\$22.57</del> \$19.76	(I)(I)
Energy Charge per kWh			
On-Peak Period	\$0.12404 <del>\$0.11653</del>	-----	(I)
Off-Peak Period	\$0.00181 <del>\$0.00549</del>	<del>\$0.02615</del> \$0.02292	(R)(I)

Primary Voltage	Summer (June through September)	Non-Summer (October through May)	
Demand Charge per kW in excess of 15 kW	<del>\$24.19</del> \$21.98	<del>\$20.12</del> \$18.35	(I)(I)
Energy Charge per kWh			
On-Peak Period	\$0.13710 <del>\$0.12560</del>	-----	(I)
Off-Peak Period	\$0.00393 <del>\$0.00495</del>	<del>\$0.02455</del> \$0.01438	(R)(I)

The On-Peak Period shall be from 42:00 P.M. through 76:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. (C)

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**CITY AND COUNTY SERVICE RATE**

There is no On-Peak Period for the Non-Summer months. The Off-Peak Period shall be all other hours not covered in the On-Peak Period. For Distributed Generation (DG) customers that are energy metered, the net energy metering provision will be applied by TOD period.

Current City and County Service Customers electing the Alternative TOD ~~R~~rate must (T) continue to take service under this rate option for a minimum of twelve (12) consecutive months. The first 100 customers of each month that enroll in this Alternative TOD Rate (N) along with customers that enroll in the Alternative TOD rate of other rate schedules will (N) qualify for bill protection if Aat the conclusion of the initial twelve (12) -month period of (N)(T) service under the Alternative TOD ~~R~~rate, the total billings for the 12-month period exceed (T) billings for the same period under the Standard Service Rate, the Customer may opt to (T) revert to the Standard Service rate. In this event, the Company will reset the Customer's (T) account to the Standard Service Rate and credit the Ccustomer for the difference in billings (T) under the Alternative TOD Rate and the Standard Service Rate for the initial 12-month (T) review period.~~the Customer may opt to revert to the Standard Service rate.~~ (T)

**RESERVED DISTRIBUTION CAPACITY SERVICE CHARGE** (N)

A Reserved Distribution Capacity Service Charge will be billed to the Customer during the (N) months that reservation of distribution system capacity is utilized by the Customer. The (N) Contract Capacity for the purpose of this charge shall be the amount of distribution system (N) capacity, expressed in kilowatts (kW), that the Customer requests the Company to reserve. (N) This charge is applicable to any request granted by the Company on or after July 1, 2025. (N)

<u>Reserved Distribution Capacity Service Charge</u>	<u>Primary Voltage</u>
<u>Per kW of Contract Capacity, in excess of 15 kW</u>	<u>See Applicable Demand</u>
	<u>Charge Above</u>

**MONTHLY MINIMUM CHARGE**

The monthly minimum charge is the Customer Charge, the Reserved Distribution Capacity (T) Service Charge (if applicable), Other Applicable Riders and Tax Adjustment. (T)

**DETERMINATION OF BILLING DEMAND**

Maximum Demand is defined as the highest measured thirty (30) minute interval kilowatt (kW) load. Billing demand will be the ~~M~~maximum ~~D~~demand. (T)

**NON-METERED SERVICE**

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#### CITY AND COUNTY SERVICE RATE

In instances when metering of energy would be impractical because of the low monthly level of usage and where estimates of this usage can be accurately calculated, the Company may, at its option, provide non-metered service. Billings for non-metered service shall be based on the customer charge plus the monthly energy usage calculated by the Company and applied to the energy charge of this rate schedule. All other approved factors are also applicable.

The Customer is responsible for notifying the Company of additions of equipment served under the Non-Metered Service provision. Failure to provide notice will result in a billing adjustment calculated by the Company. The billing adjustment will be equal to six (6) months billing based on the calculated monthly consumption of the non-metered load.

#### THERMAL ENERGY STORAGE RIDER

Available to public schools, Kindergarten through 12th grade, with separately metered Thermal Energy Storage (TES) Systems whose Maximum Demand does not exceed the Maximum Demand of the building following completion of the necessary contract arrangements and installation of the necessary metering equipment. The billing demand for this separately metered load will be Maximum Demand established during the On-Peak Period.

The On-Peak period shall be from 42:00 P.M. through 76:00 P.M., Mountain Time, Monday (C) through Friday June through September. The Off-Peak Period shall be all other hours not covered in the On-Peak Period.

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

#### POWER FACTOR ADJUSTMENT

For Maximum Demands of 250 kW and above, if the measured power factor at the time of 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.

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**SCHEDULE NO. 41**

**CITY AND COUNTY SERVICE RATE**

~~Until the date just prior to the effective date of the revision of this rate schedule in the Company's next rate case filing, any charges under this provision will be credited in Customer's monthly bills.~~

(C)

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(C)

**METER VOLTAGE ADJUSTMENT**

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

Adjusted Maximum Demand = Maximum Demand multiplied by ~~1.0144~~.013  
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.022

(C)

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

Adjusted Maximum kW Demand = Maximum Demand divided by ~~1.0144~~.013  
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.022

(C)

**~~FIXED~~ FUEL ADJUSTMENT FACTOR**

(T)

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

(T)

**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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**CITY AND COUNTY SERVICE 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.

**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. 45**

### **SUPPLEMENTARY 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 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 Supplementary 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 a standard Company approved voltage. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

Supplementary power is defined as the electric energy and/or capacity regularly used by a Customer in addition to the energy and capacity supplied by a Qualifying Facility.

#### **SUPPLEMENTARY POWER SERVICE RATE**

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

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 45

### SUPPLEMENTARY POWER SERVICE FOR QUALIFYING FACILITIES

#### COMMON PROVISIONS

##### **Interconnection Charge:**

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

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

The Company shall provide a detailed estimate of the cost of interconnection after the Company has approved the written application for interconnection. The Customer shall pay the full amount of the estimated interconnection costs in full at the time notice to interconnect is provided to the Company. Upon completion of the interconnection, the actual costs of interconnection shall be computed 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 kilowatts (kW) shall pay an annual charge of ~~4.6307%~~~~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 ~~4.6307%~~~~4.7511%~~ is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month. (R)

#### METERING EQUIPMENT AND FACILITES

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.

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**EL PASO ELECTRIC COMPANY**

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**SUPPLEMENTARY POWER SERVICE  
FOR QUALIFYING FACILITIES**

**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 ADJUSTMENT FACTOR**

(T)

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

(T)

**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 conterminous with the interconnection agreement; provided, however, that the Customer may terminate service provided under this rate schedule at any time during such term by

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**SUPPLEMENTARY POWER SERVICE  
FOR QUALIFYING FACILITIES**

providing the Company with written notice at least one (1) year prior to the effective date of such termination. Any change in this rate schedule approved by a regulatory authority with the requisite jurisdiction, shall become effective upon such approval and remain in force until the expiration of the term of this rate schedule or the termination by Customer in accordance with the requirements herein contained, whichever event occurs first in time. The service supplied hereunder is to be used exclusively within the premises of the Customer, as 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. 46

### MAINTENANCE 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.

Maintenance power shall be available to Qualifying Facilities for a maximum period of sixty (60) days per year, coordinated with and scheduled outside of the designated peak months of the Company.

The Customer will furnish to the Company such data as required by the Company to determine that 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 Maintenance Power Service provided by the Company by means of a double-throw switch.

This rate schedule is applicable to use of service for maintenance power service for energy and/or capacity supplied by the Company on a scheduled basis to Qualifying Facilities during an outage scheduled by the Customer for the purpose of performing maintenance to its Qualifying Facilities, subject to the special provisions of this rate schedule.

#### 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 a standard Company approved voltage. All service will be taken at one point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

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

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 46**

**MAINTENANCE POWER SERVICE  
FOR QUALIFYING FACILITIES**

**MAINTENANCE POWER SERVICE RATE**

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

**DELIVERY SERVICE CHARGE**

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

<b>Delivery Service Charge Per kW of Contract Capacity</b>	<b>Connected Load Up To 600 kW</b>	<b>Connected Load In Excess of 600 kW</b>	
Secondary Delivery	<del>\$7.85</del> \$6.02	<del>\$7.25</del> \$4.97	(1)(1)
Primary Delivery	<del>\$5.45</del> \$4.92	<del>\$5.52</del> \$4.24	(1)(1)

The charge shall be 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. 51, Interruptible Power Service for Qualifying Facilities, but not less than zero \$0.

**DETERMINATION OF DEMAND CHARGE**

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

**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 Maintenance Power Service. When a higher kW demand for Maintenance Power Service is established, the higher kW load shall become the new contract capacity for that month and

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 46

### MAINTENANCE POWER SERVICE FOR QUALIFYING FACILITIES

for each month thereafter, unless and until exceeded by a still higher kW demand which in turn shall be subject to the foregoing conditions.

### COMMON PROVISIONS

#### **Interconnection Charge:**

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

Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Company 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 interconnection after the Company approved the written application for interconnection pursuant to § 25.242(f)(1)(B) of PUCT Substantive rules. The Customer shall pay the estimated interconnection costs in full at the time notice to interconnect is provided to the Company.

Upon completion of the interconnection, the actual costs of interconnection shall be computed by the Company and reimbursements for the difference between the actual and estimated cost of interconnection shall be made to the appropriate party.

In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 4.6307%~~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 4.6307%~~4.7511%~~ is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month. (R)

### 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.

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 46**

**MAINTENANCE POWER SERVICE  
FOR QUALIFYING FACILITIES**

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.

**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 ADJUSTMENT FACTOR**

(T)

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

(T)

**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.

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# EL PASO ELECTRIC COMPANY

## SCHEDULE NO. 46

### MAINTENANCE POWER SERVICE FOR QUALIFYING FACILITIES

This rate schedule shall be binding upon the Company and the Customer for a period conterminous 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.

### 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

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 46**

**MAINTENANCE POWER SERVICE**  
**FOR QUALIFYING FACILITIES**

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.

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## **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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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 47

### 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:

<b>Delivery Service Charge Per kW of Contract Capacity</b>	<b>Connected Load Up To 600 kW</b>	<b>Connected Load In Excess of 600 kW</b>	
Secondary Delivery	\$7.85	\$7.25	(1)(1)
	\$6.02	\$4.97	
Primary Delivery	\$5.45	\$5.52	(1)(1)
	\$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

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 47

#### BACKUP POWER SERVICE FOR QUALIFYING FACILITIES

##### **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.

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 4.6307%~~4.7511%~~ of the capital costs of interconnection to provide for the recovery of (R) property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.6307%~~4.7511%~~ is payable by the (R) 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 ADJUSTMENT FACTOR

(T)

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 47

### BACKUP POWER SERVICE FOR QUALIFYING FACILITIES

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

(T)

### 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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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 48**

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

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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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 48

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

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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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 48

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

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 ~~4.6307%~~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 ~~4.6307%~~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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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 48

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

##### 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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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 48**

**NON-FIRM PURCHASED POWER SERVICE FROM DISTRIBUTED GENERATORS,  
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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**EL PASO ELECTRIC COMPANY**

**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 base rate riders and is exclusive of the ~~Fixed-Fuel Adjustment 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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## **EL PASO ELECTRIC COMPANY**

### **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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**EL PASO ELECTRIC COMPANY**

**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:

<b>Delivery Service Charge Per kW of Contract Capacity</b>	<b>Connected Load Up To 600 kW</b>	<b>Connected Load In Excess of 600 kW</b>	
Secondary Delivery	<u>\$7.85</u> <u>\$6.02</u>	<u>\$7.25</u> <u>\$4.97</u>	(1)(1)
Primary Delivery	<u>\$5.45</u> <u>\$4.92</u>	<u>\$5.52</u> <u>\$4.24</u>	(1)(1)

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

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 51

#### INTERRUPTIBLE POWER SERVICE FOR QUALIFYING FACILITIES

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 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 4.6307%~~4.7511%~~ of the capital costs of interconnection to provide (R) for the recovery of property taxes, revenue related taxes, depreciation expense, and operation and maintenance expenses. The annual charge of 4.6307%~~4.7511%~~ is payable (R) 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 and from time to time, when~~ Interruption can be called for economic (C)  
~~or emergency conditions exist exist and are to be called at the Company's sole discretion,~~ (C)  
~~of the at the Company's sole discretion,~~ (C)  
for up to two hundred (200) hours in any calendar (C)  
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 Interruptible~~ (C)  
~~Emergency~~ conditions are deemed to exist at any time, in the sole judgment of the Company, (T)  
~~that when 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

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**INTERRUPTIBLE POWER SERVICE  
FOR QUALIFYING FACILITIES**

to, ~~maintaining service to firm loads or service integrity~~ 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~~ ~~or~~ requirements or orders of governmental agencies. ~~The Company may not interrupt the Customer (1) due to other situations when a reduction in load on the Company's system is required. 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.~~ ~~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.~~ (C)  
(C)  
(C)  
(C)  
(C)  
(C)  
(C)

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

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#### INTERRUPTIBLE POWER SERVICE FOR QUALIFYING FACILITIES

- 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.

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 ADJUSTMENT FACTOR~~

(T)

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

(T)

(T)

#### 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

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. 51**

**INTERRUPTIBLE POWER SERVICE  
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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.

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 base rate riders, and is exclusive of the ~~Fixed-Fuel~~ (T) Adjustment Factor, Energy Efficiency Cost Recovery Factor, ~~Merger Rate Credit Factor~~, (D) 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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**SCHEDULE NO. 98 - FFFFAF**  
**FIXED FUEL ADJUSTMENT FACTOR**

**APPLICABILITY**

Electric service billed under rate schedules having a ~~Fixed~~-Fuel Adjustment Factor Clause shall be subject to a ~~Fixed~~-the applicable Fuel Adjustment Factor.

(T)  
(T)

**TERRITORY**

Texas Service Area

**FORMULA**

~~The Fixed~~-Fuel Adjustment Factors recognize energy loss adjustments due to different voltage levels of service. The Energy Loss Factors are subject to change on the Commission's approval of the Company's filed fuel reconciliation. Fuel Adjustment Factors, differentiated by service voltage, will be calculated monthly and apply to all kilowatt hours (kWh). The Fuel Adjustment Factor charge will appear on the Customer's monthly bill as a line item calculated based on billed kWh.

(C)  
(C)  
(C)  
(C)  
(C)  
(C)

	Energy Loss Factor	<del>Fixed Fuel Factor (\$/kWh)</del> <u>Voltage Factor</u>	
A. Texas System	<del>1.065024</del> <u>00000</u>	<del>1.00000</del> <u>0.016045</u>	(C)
B. Transmission Voltage (If the Customer takes service and is metered at 115,000 volts or higher)	<del>1.025650</del> <u>96020</u>	<del>0.96303</del> <u>0.015378</u>	(C)
C. Transmission Voltage (If the Customer takes service and is metered at 69,000 volts or higher but less than 115,000 volts)	<del>1.028500</del> <u>96254</u>	<del>0.96571</del> <u>0.015415</u>	(C)

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**SCHEDULE NO. 98 - FFFFAF**  
**FIXED FUEL ADJUSTMENT FACTOR**

D. Primary Voltage (If the Customer takes service and is metered at 2,400 volts or higher but less than 69,000 volts)	<u>1.046700-</u> <u>98315</u>	<u>0.98280</u> <u>0.01574</u> <u>5</u>	(C)
E. Secondary Voltage (If the Customer takes service and is metered at 480 volts or less)	<u>1.074031-</u> <u>00866</u>	<u>1.00846</u> <u>0.01615</u> <u>4</u>	(C)

<sup>1</sup> Voltage Factor is determined as the voltage level energy loss factor relative to the Texas system energy loss factor. (N)

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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	A.- Standard AMS Metering Service Rate	B.- Non- Standard AMS Metering Service Rate	(T)
New Service Start - No Field Activity Required	<del>\$5.00</del> <del>\$ 2.75</del>	<del>\$5.00</del> <del>2.75</del>	(I)
New Service Start - Field Activity Required	<del>\$7.75</del> <del>\$ 12.75</del>	<del>\$20.00</del> <del>\$ 16.00</del>	(R)(I)
New Service Start - No Existing Meter (Standard Rate)	<del>\$61.75</del> <del>\$ 51.25</del>	<del>\$61.75</del> <del>\$ 51.25</del>	(I)(I)
New Service Start - No Existing Meter (Non-Standard Rate)	<del>\$379.25</del> <del>\$ 310.00</del>	<del>\$379.25</del> <del>\$ 310.00</del>	(I)(I)
Monthly Fee for Non-Standard Metering Service	N/A	<del>\$19.25</del> <del>\$ 13.44</del>	(I)
One-Time Fee for Non-Standard Service (Keep Existing Meter)	N/A	<del>\$130.50</del> <del>\$ 106.67</del>	(I)
One-Time Fee for Non-Standard Service (Digital Non-Communicating Meter before advanced meter installed)	N/A	<del>\$155.25</del> <del>\$ 143.58</del>	(I)
One-Time Fee for Non-Standard Service (Digital Non-Communicating Meter after advanced meter installed)	N/A	<del>\$196.50</del> <del>\$ 171.21</del>	(I)
Energy Diversion Charge	<del>\$372.50</del> <del>298.50</del>	<del>\$372.50</del> <del>298.50</del>	(I)(I)
Energy Diversion With Damage Charge	<del>\$541.75</del> <del>minimum</del> <del>\$ 474.25</del> <del>minimum</del>	<del>\$541.75</del> <del>minimum</del> <del>\$ 474.25</del> <del>minimum</del>	(I)(I)
Meter Seal Replacement Charge	\$14.00	\$14.00	(I) (I)

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## SCHEDULE NO. 99

### MISCELLANEOUS SERVICE CHARGES

	<del>\$ 11.00</del>	<del>\$ 11.00</del>	
No Access To Equipment Charge - Field Activity Required	<del>\$21.25</del> <del>\$ 26.00</del>	<del>\$23.50</del> <del>\$ 29.25</del>	(R)(R)
No Access to Equipment Charge – Enhanced Field Activity Required	<del>\$43.00</del> minimum <del>\$ 44.25</del> minimum	<del>\$51.75</del> minimum <del>\$ 47.75</del> minimum	(R)(I)
"No Light" Service Call Charge (Standard Rate)	<del>\$39.00</del> <del>\$ 31.25</del>	<del>\$39.00</del> <del>\$ 31.25</del>	(I)(I)
"No Light" Service Call Charge (Non-Standard Rate)	<del>\$371.75</del> <del>\$ 302.50</del>	<del>\$371.75</del> <del>\$ 302.50</del>	(I)(I)
Non-Pay Reconnect Charge @ Meter	<del>\$7.25</del> <del>\$ 27.25</del>	<del>\$17.75</del> <del>\$ 35.00</del>	(R)(R)
Non-Pay Reconnect at Pole Charge	<del>\$85.50</del> <del>\$ 125.25</del>	<del>\$85.50</del> <del>\$ 164.25</del>	(R)(R)
Pulse Metering Equipment Installation	<del>\$310.25</del> <del>\$ 285.50</del>	N/A	(I)
Pulse Metering Equipment Repair	<del>\$100.00</del> <del>\$ 80.50</del>	N/A	(I)
Returned Payment Charge	<del>\$10.25</del> <del>\$ 22.00</del>	<del>\$10.25</del> <del>\$ 22.00</del>	(R)(R)
Requested Meter Test Charge (Single Phase)	<del>\$88.50</del> <del>\$ 72.25</del>	<del>\$88.50</del> <del>\$ 72.25</del>	(I)(I)
Requested Meter Test Charge (Three Phase)	<del>\$194.00</del> <del>\$ 156.75</del>	<del>\$194.00</del> <del>\$ 156.75</del>	(I)(I)
Temporary Overhead Connection Charge	<del>\$224.75</del> <del>\$ 188.00</del>	<del>\$224.75</del> <del>188.00</del>	(I)(I)
Temporary Underground Connection Charge	<del>\$224.75</del> <del>\$ 188.00</del>	<del>\$224.75</del> <del>188.00</del>	(I)(I)
Unable to Connect Requested Service for Failed Inspection	<del>\$94.25</del> <del>\$ 79.25</del>	<del>\$94.25</del> <del>\$ 79.25</del>	(I)(I)
Facilities Rental Charge (Monthly)	<del>1.3297% of cost</del> <del>1.1901% of cost</del>	<del>1.3297% of cost</del> <del>1.1901% of cost</del>	(I)(I)
<u>Facilities Plus Rental Charge (Monthly)</u>	<u>1.2679% of cost</u>	<u>1.2679% of cost</u>	(N)(N)
Maintenance of Customer-Dedicated Facility Charge (Monthly)	<del>2.2505% of cost</del> <del>0.5648% of cost</del>	<del>2.2505% of cost</del> <del>cost</del>	(I)(I)

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# EL PASO ELECTRIC COMPANY

## SCHEDULE NO. 99

### MISCELLANEOUS SERVICE CHARGES

		<del>0.5648% of cost</del>	
Maintenance of Customer-Owned Facility Charge (Monthly)	<del>2.2505% of cost</del> <del>2.5886% of cost</del>	<del>2.2505% of cost</del> <del>2.5886% of cost</del>	(R)(R)
Special Billing Analysis Charge	<del>\$46.75</del> <del>minimum</del> <del>\$ 75.50</del> <del>minimum</del>	<del>\$</del> <del>75.50</del> <del>46.75</del> <del>minimum</del>	(R)(R)
Non-Routine Miscellaneous Charge	<del>2.2505% of cost</del> <del>2.5886% of cost</del>	<del>2.2505% of cost</del> <del>2.5886% of cost</del>	(R)(R)
Out of Cycle Meter Reading Charge	<del>\$5.75</del> <del>\$ 11.50</del> <del>\$14.25</del>	<del>\$18.25</del> <del>\$5.75</del> <del>\$ 14.25</del>	(R)(I)
<u>Transmission Substation Rental Charge (Monthly)</u>	<u>1.0690% of cost</u> <u>%</u>	<u>1.0690% of cost</u> <u>%</u>	(N)(N)
<u>Customer Initiated Lighting Reconnect/Disconnect</u> <u>Reconnect Charge (Standard Rate)</u>	<u>\$221.00</u> <u>minimum</u>	<u>\$221.00</u> <u>minimum</u>	(N)(N)
<u>Customer Initiated Lighting Reconnect/Disconnect</u> <u>Additional Time</u> <u>Lighting Reconnect Charge (Non-Standard</u> <u>Rate)</u>	<u>\$150.00</u>	<u>\$150.00</u>	(N)(N)

- A. ~~Standard-AMS~~ Metering Service – Service associated with an Advanced Meter as described in PUCT Substantive Rules Applicable to Electric Service Providers. (T)
- B. Non-~~Standard-AMS~~ Metering – Service associated with a meter that does not function as an Advanced Meter. (T)

### 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

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 99

#### MISCELLANEOUS SERVICE CHARGES

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.

##### **MONTHLY FEE FOR NON-STANDARD METERING SERVICE**

The fee will be charged monthly to all customers who request and receive Non-Standard Metering Service.

##### **ONE-TIME FEE FOR NON-STANDARD SERVICE (KEEP EXISTING METER)**

The one-time fee will be charged to all customers who request to receive Non-Standard Metering Service, who currently do not receive the Standard Metering Service, and who request to keep their existing meter. Payment for this one-time fee must be received within 60 days of receiving a utility notice for this service.

##### **ONE-TIME FEE FOR NON-STANDARD SERVICE (DIGITAL NON-COMMUNICATING METER BEFORE ADVANCED METER INSTALLED)**

The one-time fee will be charged to all customers who request to receive Non-Standard Metering Service, who currently do not receive the Standard Metering Service, and who request a new metering device or whose current meter fails a safety and/or accuracy test. Payment for this one-time fee must be received within 60 days of receiving a utility notice for this service.

## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 99

#### MISCELLANEOUS SERVICE CHARGES

##### **ONE-TIME FEE FOR NON-STANDARD SERVICE (DIGITAL NON-COMMUNICATING METER AFTER ADVANCED METER INSTALLED)**

The one-time fee will be charged to all customers who request to receive Non-Standard Metering Service and who currently receive the Standard Metering Service.

##### **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.

##### **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**

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## EL PASO ELECTRIC COMPANY

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#### MISCELLANEOUS SERVICE CHARGES

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 – ENCHANCED FIELD ACTIVITY**

(N)

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.

(N)

(N)

(N)

(N)

##### **“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.

##### **“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.

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#### MISCELLANEOUS SERVICE CHARGES

##### **PULSE METERING EQUIPMENT INSTALLATION**

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

##### **PULSE METERING EQUIPMENT REPAIR**

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

##### **RETURNED PAYMENT CHARGE**

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

##### **REQUESTED METER TEST (SINGLE PHASE)**

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.

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. 99

#### MISCELLANEOUS SERVICE CHARGES

##### 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 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.

##### FACILITIES PLUS RENTAL CHARGE

(N)

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

(N)

(N)

(N)

##### MAINTENANCE OF CUSTOMER-DEDICATED FACILITY CHARGE

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### SCHEDULE NO. 99

#### MISCELLANEOUS SERVICE CHARGES

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](http://www.epelectric.com). In the event the Customer or Customer-authorized third party would like the Company to perform this activity, this minimum charge will be assessed on the requestor's account each time a Customer or Customer-authorized third party requests and the Company provides a manually prepared billing history or special billing analysis or rate comparison. The charge will equal the Company's cost of fulfilling the request, including but not limited to labor, overheads, materials, and data processing expenses, or the minimum charge, whichever is greater. (T) (T) (T)

#### 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.

#### INFRASTRUCTURE CAPACITY CHARGE

(N)

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**MISCELLANEOUS SERVICE CHARGES**

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

**CUSTOMER INITIATED LIGHTING RECONNECT/DISCONNECT CHARGE** (N)

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

**CUSTOMER INITIATED LIGHTING RECONNECT/DISCONNECT ADDITIONAL TIME CHARGE** (N)

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

## 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

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# EL PASO ELECTRIC COMPANY

## SCHEDULE NO. DG

### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

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

#### 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**

<b>Non-Exporting</b>	<b>0 to 10 kW</b>	<b>10+ to 500 kW</b>	<b>500+ to 2,000 kW</b>	<b>2,000+ to 10,000 kW</b>
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

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### SCHEDULE NO. DG

#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

4. Not Pre-Certified, on network	\$390	\$572	\$1,446	\$2,246
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**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

## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. DG

#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

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 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.

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**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) \_\_\_\_\_

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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

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**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]**

EL PASO ELECTRIC COMPANY

BY: \_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**[CUSTOMER NAME]**

BY: \_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE: \_\_\_\_\_

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

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## EL PASO ELECTRIC COMPANY

### SCHEDULE NO. DG

#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

interconnected to the Company's facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

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

**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**

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*interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in \_\_\_\_\_ of Company's Commission-approved tariffs, which are incorporated herein by reference.*

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

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*for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This 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.

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#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

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

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

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**INTERCONNECTION AND PARALLEL OPERATION OF  
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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 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.

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## EL PASO ELECTRIC COMPANY

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#### INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

**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 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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**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION  
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**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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**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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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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**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 only Rate Schedule No. 1--Residential and Rate Schedule 02--Small General Service Customers without distributed generation. Customers taking retail service under other rate schedules that are taking service under this schedule (Schedule No. CS) at the time of the effective date of this tariff will be grandfathered and may continue to take service under this schedule until such time as another Community Solar rate schedule becomes available. 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 EPE's Community Solar Power Facilities 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 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.

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 Schedule 24 will be limited to a cumulative one (1) MW.

#### 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

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# EL PASO ELECTRIC COMPANY

## SCHEDULE NO. CS COMMUNITY SOLAR RATE

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 Charge	Per kW	
<del>Until commercial operation of the new 10-MW San Elizario solar facility</del>	<del>\$17.64</del>	(D)
<del>Upon Commercial operation of the new 10-MW San Elizario solar facility</del> All customers except Qualifying Low-Income Customers	\$15.14	(C)
For Qualifying Low-Income Customers, <del>(upon commercial operation of the new 10-MW San Elizario solar facility)</del>	\$13.63	(N)

The System Generation Credit is determined by multiplying the sum of the applicable Base ~~Generation~~-rate component for the Customer's applicable retail service rate and the currently applicable Texas fuel charge provided in Schedule ~~FFF-98~~ - ~~Fixed~~-Fuel Adjustment Factor by the Customer's Solar Billing Energy. (T) (T)

Retail Service Schedule	Per kWh	
Schedule No. 01 – Residential Service	<del>(\$0.060305)</del> <del>(\$0.059989)</del>	(I)
Schedule No. 02 – Small General Service	<del>(\$0.054710)</del> <del>(\$0.065943)</del>	(R)
Schedule No. 24 – General Service (Closed)	<del>(\$0.043481)</del> <del>(\$0.053491)</del>	(R)

### 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.

### 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

**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. CS**  
**COMMUNITY SOLAR RATE**

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.

**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 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 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 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 may modify their subscribed capacity at the initiation of any 12-month subscription period, subject to availability.

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**COMMUNITY SOLAR RATE**

7. 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. 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.
10. 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.

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.

11. The Company is not obligated to hold customers harmless in the event that lesser production is a result of weather conditions including reduced sunshine.

12. 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.

13. If any of the facilities dedicated to Community Solar are performing at levels below expectations, the Company in its sole discretion may reduce the amount of solar capacity available for subscription. If necessary the most recent subscriptions can be suspended. (C)

14. The Company will have the right to suspend a monthly bill for both the subscription charges and generation credits under this rate schedule ~~e-tariff~~ if the facility is taken out of service for more than 20 days for purposes of the program. (T)

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**EL PASO ELECTRIC COMPANY**  
**SCHEDULE NO. TXBSP**  
**TEXAS BUSINESS SOLAR POWER RATE**

**APPLICABILITY**

This optional rate schedule is available to Customers without distributed generation and taking service under a Retail Service Schedule listed in the section titled Monthly Rates, and below the transmission voltage service. Participation in EPE's Texas Business Solar Power (TXBSP) program is voluntary and is administered separately from the Customer's standard electric service rate schedules. Service under this rate schedule will be first available upon the commercial operation of the portion of EPE's Texas Solar One dedicated to this program and is limited to the amount of generation available under the TXBSP program.

**TERRITORY**

Texas Service Area

**TYPE OF SERVICE**

"Texas Business Solar Power" is defined as electric energy generated from EPE's Texas Solar One solar photovoltaic generation facility specifically dedicated to the TXBSP program, 50 megawatts (MW) (TXBSP Facility), and made available to participating Customers who voluntarily subscribe to a specified capacity from this TXBSP Facility ("TXBSP Customer" or "subscriber").

The amount of power subscribed to by the TXBSP Customer shall be set out in an *Agreement for the Purchase of Electric Service from El Paso Electric Company*. The subscription will commence with the TXBSP Customer's first billing cycle following Company acceptance of the agreement. Customers have the option of subscribing to Standard Solar Service or Multi-Year Contract Service.

Standard Solar Service. TXBSP Customers are required to subscribe for a twelve (12) consecutive month period.

Multi-Year Contract Service. Multi-year contracts for a five and ten year subscription may be made available to qualifying Customers. TXBSP Customers with multi-year contracts will receive the Renewable Energy Credits (RECs) associated with the renewable energy generated by the TXBSP Facility that equals the TXBSP Customer's subscription. EPE will retire RECs on the TXBSP Customer's behalf or transfer them to the TXBSP Customer if the TXBSP Customer sets up an account with the Electric Reliability Council of Texas (ERCOT). The TXBSP Customer shall be responsible for any fees ERCOT requires for setting up the REC account or transferring RECs, in the event ERCOT imposes such fees.

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. TXBSP**  
**TEXAS BUSINESS SOLAR POWER RATE**

TXBSP Customers must subscribe to TXBSP program capacity in ten (10) kilowatt (kW) blocks up to a number of kilowatts equal to: 1) the Customer's historical highest measured demand at the Customer's service location during the most previous 12-month billing period; or, 2) for the new Customer, the projected highest measured demand for the subsequent 12-month period. The number of kW blocks allowed for subscription is determined at the time of enrollment. During the first six months of the TXBSP program operation, the TXBSP Customer's subscribed capacity will be limited to no more than 25 MW. If after six months there is remaining unsubscribed capacity, the remaining capacity will be made available to subscribers that qualify for the TXBSP and have already subscribed to 25 MW. The initial application will have an option if a TXBSP Customer wants to be contacted in the event there is additional capacity after the initial six-month period following the commercial operation date of the TXBSP Facility. Requests for additional capacity will be processed in the order received from subscribers after notification of the availability of the additional capacity. In the event that additional capacity is offered under this provision, subscribers may increase subscription up to the amount of capacity expected to produce the TXBSP Customer's previous 12 months annual energy consumption, as measured by kWh's billed, if such amount is available, and a Customer acquiring subscription capacity through a transfer from another subscriber may have a subscribed capacity up to the amount of capacity expected to produce the Customer's previous 12 months annual energy consumption, as measured by kWh's billed, if such amount is being transferred. The excess capacity will be made available to other customers for subscription as provided herein.

**MONTHLY RATES**

The monthly charge for subscribed capacity will be the TXBSP Customer's subscribed capacity multiplied by the Monthly Capacity Charge.

	<b>Per kW</b>
<b>Solar Capacity Charge</b>	<b>\$10.52</b>

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

<b>Solar Generation Credit (Base Generation Rate)</b>	<b>Per kWh</b>	
Schedule No. 24 – General Service	<del>\$-0.045343-043481</del>	(R)
Schedule No. 25 – Large Power Service	<del>\$-0.033298040268</del>	(I)
Schedule No. 41 – City and County Service	<del>\$-0.049817-055291</del>	(I)

**DETERMINATION OF SOLAR BILLING ENERGY (KWH)**

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**EL PASO ELECTRIC COMPANY**  
**SCHEDULE NO. TXBSP**  
**TEXAS BUSINESS SOLAR POWER RATE**

The TXBSP Customer's Solar Billing Energy (in kWh) for purposes of calculating the applicable Solar Generation Credit will be determined by multiplying the ratio of the TXBSP Customer's subscribed capacity to the total TXBSP program facility's capacity (in kW) times the monthly metered kWh production output of the TXBSP program facility.

**EARLY TERMINATION FEE**

TXBSP Customers who elect to end participation or reduce their kW subscription in the TXBSP program prior to the end of their subscription and TXBSP Customers who fail to provide a sixty (60) days notice as required by paragraph 5 of the Terms and Conditions section will be required to pay an early termination fee.

The early termination fee is equivalent to the TXBSP Customer's subscribed capacity or reduction in kW subscription multiplied by the Solar Capacity Charge times the number of months remaining until the end of the Agreement. This early termination fee shall be waived if the TXBSP Customer arranges for another eligible EPE Texas customer(s) to assume the TXBSP Customer's subscribed capacity. The assuming customer(s) will be required to enter into a new agreement with the Company for this additional subscribed capacity.

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

1. If the program is not fully subscribed at any time after the one year anniversary of the commercial operation date of the TXBSP Facility, the Company, within its sole discretion, may allow a single customer to purchase all unsubscribed output from the TXBSP Facility; and
2. If less than 90% of the TXBSP program's capacity is subscribed by the one year anniversary of the commercial operation date of the TXBSP program facility and anytime within five (5) years thereafter (the sixth-year anniversary), the Company may terminate the program and close this rate schedule on notice to the Public Utility Commission of Texas (Commission) and any subscribing TXBSP Customers. Such notice will be subject to review by the Commission Staff for compliance with the Public Utility Regulatory Act (PURA), and the Commission's rules. In the event the Company elects to close this rate schedule pursuant to this provision, each TXBSP Customer will receive sixty (60) days' notice and EPE will discontinue month-to-month program operation.

**TERMS AND CONDITIONS**

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. TXBSP**  
**TEXAS BUSINESS SOLAR POWER RATE**

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 Solar Capacity Charge and Solar Generation Credit are pursuant to the TXBSP Customer's subscription and are in addition to the TXBSP Customer's monthly billings pursuant to the TXBSP Customer's currently applicable standard rate schedule. The TXBSP Customer will continue to be billed for their monthly usage under their applicable standard rate schedule.
3. All terms and conditions of the TXBSP 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 TXBSP Customer in arrears with the Company.
5. TXBSP Customers will be automatically reenrolled for successive 12-month subscription periods upon the expiration of each subscription period, unless the TXBSP Customer sends a notice of termination to the Company sixty (60) days prior to the end of their subscription. Notification may be written, in person, by telephone, or other means acceptable to the Company, and confirmed in writing by the Company. Termination of the subscription will be effective with the TXBSP Customer's third monthly billing cycle after notification to the Company. Multi-year contract TXBSP Customers will be automatically reenrolled for successive 12-month subscriptions unless a new agreement for contract terms of five (5) or ten (10) years is entered into with the Company.
6. A TXBSP Customer may subscribe to additional 10 kW blocks, subject to availability, and TXBSP Customer's eligibility under this rate schedule, by submitting a new agreement for Company acceptance. TXBSP Customers may reduce their subscribed capacity at the initiation of any automatically reenrollment of a subscription period by providing notice to the Company sixty (60) days prior to the automatic reenrollment.
7. TXBSP Customers electing to end participation prior to the completion their subscription period will not be eligible for twelve (12) months following the date such TXBSP Customer's participating ends to re-enroll in the TXBSP program.
8. PTXBSP Customers relocating within the Company's Texas Service Area may transfer existing subscriptions and associated energy to service at their new service location.

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. TXBSP**  
**TEXAS BUSINESS SOLAR POWER RATE**

9. Except for TXBSP Customers who enroll for contract terms of five (5) or ten (10) years, the Company will retain ownership of the RECs, as defined in PUC Subst. §25.173(c)(13), associated with the energy produced by the TXBSP program facility.
10. The Company will hold harmless subscribing TXBSP Customers if the TXBSP Facility does not operate as warranted resulting in the Company making a warranty claim, except that if the TXBSP 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.
11. The Company is not obligated to hold TXBSP Customers harmless in the event that lesser production is a result of weather conditions.
12. 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 TXBSP program energy provided to TXBSP program Customers. The refund or surcharge factor does not apply to energy supplied from the TXBSP Facility.
13. In the event a TXBSP Customer's subscription results in a credit balance on a monthly bill, the monetary credit balance on the bill will be carried forward to future bills.
14. The Company will have the right to suspend a monthly bill for both the subscription charges and generation credits under the tariff if the facility is taken out of service for more than 20 days for purposes of the program.

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**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~~ with or without storage and other associated appurtenances, will be eligible for service under this rate schedule. All service will be taken at one point of delivery, designated by the Company and dedicated solely for the charging of an EV. (C) (C) (C)

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**

<b>Retail Rate No.</b>	<b>01</b>	<b>02</b>	<b>24</b>	<b>25</b>	<b>41</b>	
Customer Charge (per meter per month)	<del>\$7.23</del> <del>\$4.20</del>	<del>\$9.30</del> <del>\$4.67</del>	<del>\$9.30</del> <del>\$4.67</del>	<del>\$9.30</del> <del>\$4.67</del>	<del>\$9.30</del> <del>\$4.67</del>	(I)(I)(I) (I)(I)
<b>Summer Energy Charge Per kWh</b>						
On-Peak Period	<del>\$0.48301</del> <del>\$0.35267</del>	<del>\$0.46241</del> <del>\$0.32384</del>	<del>\$0.37911</del> <del>\$0.25409</del>	<del>\$0.33973</del> <del>0.22380</del>	<del>\$0.45961</del> <del>0.28945</del>	(I)(I)(I) (I)(I)
Off-Peak Period	<del>\$0.09654</del> <del>\$0.07004</del>	<del>\$0.08438</del> <del>\$0.07107</del>	<del>\$0.01688</del> <del>\$0.01853</del>	<del>\$0.00302</del> <del>0.00265</del>	<del>\$0.00181</del> <del>0.00549</del>	(I)(I)(R) (I)(I)(R)
<b>Non-Summer Energy Charge Per kWh</b>						
Off-Peak Period	<del>\$0.12281</del> <del>\$0.09066</del>	<del>\$0.10558</del> <del>\$0.10168</del>	<del>\$0.04214</del> <del>\$0.03795</del>	<del>\$0.00302</del> <del>\$0.00265</del>	<del>\$0.02615</del> <del>\$0.02294</del>	(I)(I)(I) (I)(I)
<b>Year-Round Energy Charge Per kWh</b>						

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. EVC**

**ELECTRIC VEHICLE CHARGING RATE**

	<del>\$0.00926</del> <del>\$0.00950</del>	<del>\$0.00924</del> <del>\$0.01223</del>	<del>\$0.00924</del> <del>\$0.01083</del>	<del>\$0.00917</del> <del>\$0.00927</del>	<del>\$0.00922</del> <del>\$0.01119</del>	(R)(R) (R)(R) (R)
Super Off-Peak Period						
Demand Charge Per Billing kW, applicable to <del>480V EV Chargers only</del> Maximum Demand of 20 kW or more for Retail Rate Nos. 01 and 02, and 50 kW or above for all other Retail Rates.						
	<del>\$0.004.7</del> <del>5</del>	<del>\$0.006.7</del> <del>1</del>	<del>\$15.97</del> <del>\$14.25</del>	<del>\$30.02</del> <del>\$23.97</del>	<del>\$26.63</del> <del>\$23.39</del>	(N)(N) (I)(I)(I)
Summer						
	<del>\$0.004.7</del> <del>5</del>	<del>\$0.006.7</del> <del>1</del>	<del>\$11.56</del> <del>\$10.38</del>	<del>\$25.06</del> <del>\$19.59</del>	<del>\$22.57</del> <del>\$19.76</del>	(N)(N) (I)(I)(I)
Non-Summer						
	<del>\$0.004.7</del> <del>5</del>	<del>\$0.006.7</del> <del>1</del>	<del>\$5.45</del> <del>\$4.12</del>	<del>\$4.82</del> <del>\$3.33</del>	<del>\$6.60</del> <del>\$4.87</del>	(N)(N) (I)(I)(I)
Super Off-Peak Period						

The On-Peak Period shall be from ~~4~~2:00 p.m. through ~~6~~7:00 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. (C)

A ~~Retail Rate No. 01 or 02~~ customer that installed an EV charger sized below 480V prior to the effective date of this rate schedule will not be subject to the Demand Charge, until the effective date of this rate schedule in a subsequent rate case filing. (N)  
(N)  
(N)

**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 ADJUSTMENT FACTOR~~**

(T)

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. EVC**

**ELECTRIC VEHICLE CHARGING RATE**

This rate schedule is subject to the provisions of the Company's Rate Schedule No. 98 (T)  
(~~Fixed-Fuel~~ Adjustment 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.

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. 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 No.</u>	<u>Description</u>	<u>\$</u>	<u>BD*</u>
01	Residential Service Rate	\$0.00	kWh
02	Small <u>General Commercial</u> Service Rate	\$0.00	kWh (T)
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	<del>Time-Of-Day</del> Municipal Pumping Service Rate	\$0.00	kWh (T)
15	<del>Electrolytic</del> Refining Service Rate	\$0.00	kW (T)
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, reserved distribution contract capacity (if applicable), plus any demand (C)  
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. 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

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

\* BD – Billing Determinant

kWh – Energy is defined as total metered billing energy.

kW – Demand is defined as the billing demand, reserved distribution contract capacity (if applicable), 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. AMS

### ADVANCED METERING SYSTEM SURCHARGE

#### APPLICABILITY

The Advanced Metering System ("AMS") Surcharge recovers the Company's costs incurred to deploy an AMS during the cost recovery period approved by the Public Utility Commission of Texas. Retail electric service customers connected to the Company's system receiving metered service, except those taking service under transmission voltage rates, will be subject to Schedule No. AMS. The AMS Surcharge will appear in the Customer bill as "AMS Surcharge" as a line-item surcharge. The AMS Surcharge applicable to each rate class is provided in the Monthly Surcharge section and calculated in accordance with the requirements of 16 Texas Admin. Code ("TAC") § 25.130. The effective date will be the first billing cycle following approval of the revised AMS deployment plan, and the ending date is subject to change based on the results of any proceeding to adjust the AMS surcharges or a reconciliation proceeding.

#### TERRITORY

Texas Service Area

#### MONTHLY SURCHARGE

**Billing Months of January 2023 through December 2027**

Rate No.	Description	AMS Surcharge Per Meter	
01	Residential Service Rate	<del>\$2.71</del> <del>\$2.03</del>	(I)
02	Small General Service Rate	<del>\$7.70</del> <del>\$5.17</del>	(I)
07	Outdoor Recreational Lighting Service Rate	<del>\$11.21</del> <del>\$7.52</del>	(I)
08	Governmental Street Lighting Service Rate	<del>\$0.00</del> <del>—</del>	
09	Governmental Traffic Signal Service Rate	<del>\$6.19</del> <del>\$4.15</del>	(I)
11-TOU	<del>Time Of Use</del> Municipal Pumping Service Rate	<del>\$14.81</del> <del>\$9.93</del>	(T) (-I)
15	Electrolytic Refining Service Rate	\$ <del>\$0.00</del> <del>—</del>	(T)
22	Irrigation Service Rate	<del>\$10.45</del> <del>\$7.23</del>	(I)
24	General Service Rate	<del>\$14.43</del> <del>\$9.68</del>	(I)
25	Large Power Service Rate	<del>\$18.42</del> <del>\$12.35</del>	(I)
26	Petroleum Refining Service Rate	\$ <del>\$0.00</del> <del>—</del>	
28	Private Area Lighting Service Rate	\$ <del>\$0.00</del> <del>—</del>	

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**SCHEDULE NO. AMS**

**ADVANCED METERING SYSTEM SURCHARGE**

30	Electric Furnace Service Rate	\$ <del>\$0.00</del>	(I)
31	Military Reservation Service Rate	\$ <del>\$0.00</del>	(I)
34	Cotton Gin Service Rate	\$13.11 <del>\$ 8.74</del>	(I)
41	City and County Service Rate	\$15.54 <del>\$ 10.36</del>	(I)

**Billing Months of January 2028 through December 2034**

Rate No.	Description	AMS Surcharge per Meter	
01	Residential Service Rate	<del>\$2.71</del> \$1.98	(I)
02	Small General Service Rate	\$ -	
07	Outdoor Recreational Lighting Service Rate	\$ -	
08	Governmental Street Lighting Service Rate	\$ -	
09	Governmental Traffic Signal Service Rate	\$ -	
11-TOU	<del>Time Of Use</del> Municipal Pumping Service Rate	\$ -	(T)
15	Electrolytic Refining Service Rate	\$ -	(T)
22	Irrigation Service Rate	\$ -	
24	General Service Rate	\$ -	
25	Large Power Service Rate	\$ -	
26	Petroleum Refining Service Rate	\$ -	
28	Private Area Lighting Service Rate	\$ -	
30	Electric Furnace Service Rate	\$ -	
31	Military Reservation Service Rate	\$ -	
34	Cotton Gin Service Rate	\$ -	
41	City and County Service Rate	\$ -	

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# 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 6, 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	<u>\$0.001992</u> <u>\$0.002572</u> <u>\$0.001313</u>	kWh	(I)
02	Small General Service Rate	<u>\$0.001669</u> <u>\$0.002154</u> <u>\$0.001024</u>	kWh	(I)
07	Outdoor Recreational Lighting Service Rate	<u>\$0.000703</u> <u>\$0.000907</u> <u>\$0.000499</u>	kWh	(I)
08	Governmental Street Lighting Service Rate	<u>\$0.000703</u> <u>\$0.000907</u> <u>\$0.000499</u>	kWh	(I)
09	Governmental Traffic Signal Service Rate	<u>\$0.000551</u> <u>\$0.000711</u> <u>\$0.000389</u>	kWh	(I)
11TD	<del>Time-Of-Day</del> Municipal Pumping Service Rate	<u>\$0.000698</u> <u>\$0.000901</u> <u>\$0.000557</u>	kWh	(I)(T)
15	Electrolytic Refining Service Rate	<u>\$0.48</u> <u>\$0.62</u> <u>\$0.34</u>	kW	(I)(T)
WH	Water Heating Service Rate	<u>\$0.000703</u> <u>\$0.000907</u> <u>\$0.000498</u>	kWh	(I)
22	Irrigation Service Rate	<u>\$0.001709</u> <u>\$0.002206</u> <u>\$0.001467</u>	kWh	(I)
24	General Service Rate	<u>\$0.39</u>	kW	(I)

**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. RPRF**  
**RETIRING PLANT RIDER FACTOR (RPRF)**

		<del>\$0.50</del>		
		<del>\$0.27</del>		
25	Large Power Service Rate	<del>\$0.46</del>	kW	(I)
		<del>\$0.59</del>		
		<del>\$0.29</del>		
26	Petroleum Refining Service Rate	<del>\$0.47</del>	kW	(I)
		<del>\$0.60</del>		
		<del>\$0.34</del>		
28	Private Area Lighting Service Rate	<del>\$0.000703</del>		(I)
		<del>\$0.000907</del>	kWh	
		<del>\$0.000498</del>		
30	Electric Furnace Service Rate	<del>\$0.46</del>	kW	(I)
		<del>\$0.60</del>		
		<del>\$0.32</del>		
31	Military Reservation Service Rate	<del>\$0.51</del>	kW	(I)
		<del>\$0.66</del>		
		<del>\$0.34</del>		
34	Cotton Gin Service Rate	<del>\$0.15</del>	kW	(I)
		<del>\$0.19</del>		
		<del>\$0.13</del>		
41	City and County Service Rate	<del>\$0.48</del>	kW	(I)
		<del>\$0.62</del>		
		<del>\$0.29</del>		

*BD – Billing Determinant*

*kWh – Energy is defined as total metered billing energy*

*kW – Demand is defined as the billing demand, reserved distribution contract capacity (if applicable), plus any demand associated with the power factor adjustment, as determined in the applicable tariff schedule.*

# EL PASO ELECTRIC COMPANY

## SCHEDULE NO. GCRR GENERATION COST RECOVERY RIDER FACTOR (GCRR)

### APPLICABILITY

This Generation Cost Recovery Rider (GCRR) 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, and is assessed on a monthly per unit cost factor, multiplied by the billing determinant (BD), in energy (kWh) or demand (kW). Pursuant to the requirements of 16 Tex. Admin. Code § 25.248, the charges within this rate schedule are to be assessed the following rates in the Monthly Rate section.

### TERRITORY

Texas Service Area

### MONTHLY RATE

Rate No.	Description	Generation Cost Recovery Rider	
		\$	BD
01	Residential Service Rate	\$0.00470	kWh (R)
02	Small <del>General</del> Commercial Service Rate	\$0.00365	kWh (T)(R)
07	Outdoor Recreational Lighting Service Rate	\$0.00170	kWh (R)
08	Governmental Street Lighting Service Rate	\$0.00170	kWh (R)
09	Governmental Traffic Signal Service	\$0.00133	kWh (R)
11-TOD	<del>Time Of Day</del> Municipal Pumping Service Rate	\$0.00192	kWh (T) (R)
15	Electrolytic Refining	\$1.20	kW (T) (R)
WH	Water Heating	\$0.00170	kWh (R)
22	Irrigation Service Rate	\$0.00530	kWh (R)
24	General Service Rate	\$0.96	kW (R)
25	Large Power Service Rate	\$1.04	kW (R)
26	Petroleum Refining Rate	\$1.190	kW (R)
28	Private Area Lighting Rate	\$0.00170	kWh (R)
30	Electric Furnace Rate	\$1.140	kW (R)
31	Military Reservation Rate	\$1.190	kW (R)
34	Cotton Gin Service Rate	\$0.46	kW (R)
41	City and County Service Rate	\$1.060	kW (R)

kWh – Energy is defined as total metered billing ~~energy~~ energy.

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**EL PASO ELECTRIC COMPANY**

**SCHEDULE NO. GCRR**  
**GENERATION COST RECOVERY RIDER FACTOR (GCRR)**

*kW – Demand is defined as the billing demand, reserved distribution contract capacity (if applicable), plus (C) any demand associated with the power factor adjustment, as determined in the applicable tariff schedule to include thermal energy storage kW.*

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The following files are not convertible:

	SEIA 03-08_Attachment 2.xlsx
	SEIA 03-08_Attachment 3.xlsx
	SEIA 03-09_Attachment 1.xlsx
	SEIA 03-10_Attachment 1 - Customer
Visits to Access Data.xlsx	
	SEIA 03-11_Attachment 1.xlsx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact [centralrecords@puc.texas.gov](mailto:centralrecords@puc.texas.gov) if you have any questions.