

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Financial Services

AGENDA DATE: Regular Agenda May 25, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Liza Ramirez-Tobias (915) 541-4074

DISTRICT(S) AFFECTED: All

SUBJECT:

That the rate increase identified in the Application of El Paso Electric Company to Change Rates, to Reconcile Fuel Costs, to Establish Formula-Based Fuel Factors and to Establish an Energy Efficiency Cost Recovery Factor before the City and the Public Utility Commission of Texas, Docket No. 37690 be and is hereby suspended for 90 days after the effective date for the rate increase subject to the City's jurisdiction as specified in the filing.

BACKGROUND / DISCUSSION:

In December 2009, El Paso Electric Company, Co., filed a Statement of Intent to increase base rates in El Paso by a \$51.7 million base rate case, which was later reduced to \$46.5 million, due to revisions. The request was adjusted to \$17.15 million at the time of the hearing conducted by the Public Utilities Regulation Board (PURB) on April 19, 2010. After hearing from the witnesses, the PURB finished its deliberations and approved the negotiated proposal. Details are further discussed in the Memorandum attached.

PRIOR COUNCIL ACTION:

City Council approved a resolution on December 22, 2009 suspending the effective date of the Statement of Intent to Increase rates.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

The Public Utilities Regulation Board (PURB) considered the proposed increase at its March 10, 2010 meeting.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager



PUBLIC UTILITY REGULATION BOARD

MEMORANDUM

TO: City Council

FROM: William Stafford Thurmond, Chair
Public Utility Regulation Board

SUBJECT: PURB Recommendations regarding the El Paso Electric Company's
Application to Change Rates

DATE: May 25, 2010

This memorandum briefly sets forth the recommendations of the Public Utility Regulation Board made at its May 10, 2010 meeting regarding the El Paso Electric Company's Application to Change Rates. These recommendations were made by a majority of members present at the meeting.

Summary of PURB Recommendation

The Board recommends that the Council approve the recommended settlement proposal that would result in a net rate increase of approximately \$17.15 million. In addition, the Board discussed the Energy Efficiency Cost Recovery Factor and, based on comments received from members of the public, recommends to the Council that if the El Paso Electric Company ("EPE" or "Company") wants to recover the Energy Efficiency costs, then the costs should be shared equally (on a 50/50 basis) between the ratepayers and the Company (and their shareholders), as further discussed below.

Background

El Paso Electric Company filed its statement of intent on December 9, 2009. The original request was for a \$51.7 million increase. The request, as adjusted by El Paso Electric during the discovery phase was adjusted to be an increase in base rates of \$46.5 million.

In addition El Paso Electric requested that the Public Utilities Commission of Texas ("PUC"), under its jurisdiction, approve the Reconciliation of Fuel Costs, Establish

Formula-Based Fuel Factor, and Establish an Energy Efficiency Cost Recovery Factor. The City has intervened in the PUC case and can make recommendations to the PUC regarding these matters.

PURB Hearing

The Board meeting began shortly after 9:00 A.M. on May 10 with public comment. The Board heard public comment from 15 individuals, some of whom indicated they represented organizations while others indicated they were representing themselves. After the public comment, the Board considered the rate application. City Staff announced that EPE and all the parties to the case at the Public Utility Commission had arrived at an agreement in principle to settle all the issues in the case. City Staff and EPE made presentations to the Board outlining and explaining the provisions of the settlement. After the presentations by City Staff and EPE, the Board asked questions concerning the proposed settlement specifically and the rate increase request in general based on the Board members' review of filed documents. The Board also discussed EPE's energy efficiency program and solar initiatives. After the presentations were finished and the question period ended, the board considered the proposed settlement.

PURB Recommendation

The Board voted to recommend that the Council approve the settlement proposal that would result in an overall base rate increase of approximately \$17.15 million and further recommended that if the Company wants to recover the costs through the Energy Efficiency Cost Recovery Factor, the Company and its shareholders should share the costs 50/50 with the City's ratepayers. The Board finished its deliberations at approximately 4:30 P.M.

Several Board members have asked that their intent in supporting the recommendation regarding the Energy Efficiency Cost Recovery Factor also be conveyed to the Council. The board members stated that during a lengthy discussion at the meeting culminating in the Board vote, they understood that the 50/50 contribution between the Company (and its shareholders) and the ratepayers would apply to amounts the Company commits to Energy Efficiency measures in the future, after the Council's action on the settlement agreement. These members stated they did not intend that the 50/50 contribution would apply to past Energy Efficiency expenditures that the Company may recover. They have further stated that their intention was to encourage the Council to have further dialogue with the Company and other third parties on renewable energy concerns.

RESOLUTION

WHEREAS, El Paso Electric Company (“Company” or “EPE”), is a regulated utility subject to the exclusive original jurisdiction of the City of El Paso (“City”) for rates, services and operations within the City; and

WHEREAS, on December 9, 2009, the Company filed a Statement of Intent to increase rates within the City of El Paso based upon an increase of \$51,577,065 for Texas Jurisdictional Customers, said rate increase specified to be effective March 2, 2010; and

WHEREAS, on December 9, 2010, El Paso Electric Company filed the same request with the Public Utility Commission of Texas for a change in rates in the areas outside the boundaries of the City of El Paso, over which the Public Utility Commission of Texas (“PUC”) exercises original jurisdiction; and

WHEREAS, the EPE application at the PUC included a Reconciliation of Fuel Costs, Establish Formula-Based Fuel Factor, and Establish an Energy Efficiency Cost Recovery Factor and the City has intervened in the PUC case; and

WHEREAS, on December 22, 2009, the City Council suspended the operation of the filings for 90 days from the effective date or the maximum allowed by law; and

WHEREAS, at the direction of the City Council, the Public Utility Regulation Board held a public hearing on May 10, 2010 at which time the Public Utility Regulation Board heard a presentation from the City’s counsel, the City’s staff and from witnesses for El Paso Electric Company concerning a proposed settlement which would resolve the issues in the case pending at the City as well as the pending docket at the Public Utility Commission of Texas; and

WHEREAS, the proposed settlement calls for an increase in base rates of \$17.15 million for Texas Jurisdictional customers with rates effective for electric usage on and after July 1, 2010. The settlement is considered a “black box”, and that is there will be no specific findings on issues except for the following provisions:

1. The fresh start values for Palo Verde proposed by EPE, with retirements adjusted to the fresh start basis, will be used in this docket and in future dockets.
2. All additions to electric plant in service since June 30, 1993 through June 30, 2009 are deemed to be reasonable and necessary except that EPE agrees to exclude its 2003 acquisition costs for the investment in the Copper gas turbine from rate base and depreciation expense in future rate cases
3. EPE will be allowed to include the Customer Information System (CIS) in rate base effective April 1, 2010.
4. The proposed balance of accumulated depreciation reflecting the 2004 depreciation study is approved.
5. EPE’s proposed depreciation rates are approved, but shall be subject to review and adjustment on a going-forward basis in future proceedings.
6. EPE shall accrue and deposit \$7 million per year on a Texas jurisdictional basis for Palo Verde Decommissioning Expense, which amounts shall be subject to review and adjustment on a going forward basis in future rate proceedings.
7. EPE will reimburse the City for the approved amounts within 20 days of the City’s invoice to EPE. EPE will amortize the rate case expenses over a period of two (2) years.
8. EPE’s AFUDC rates will reflect a 10.125% return on equity effective with new rates.
9. EPE shall be allowed to include its loss on reacquired debt associated with the refinancing of the first mortgage bonds in 2005 in its calculation of the weighted cost of debt in future rate proceedings as proposed by EPE in this case; and

WHEREAS, the City Council finds that the apportionment of the increase among the various Texas Customer Classes as identified in attachment “A” to this resolution is reasonable; and

WHEREAS, the proposed settlement addresses the Fuel Reconciliation issues by agreeing to a separate stipulation concerning the Fuel Reconciliation which severs for a hearing at the PUC the sole issue of how much of EPE’s claimed reclamation costs for the coal mine which provides fuel for the Four Corners Coal Plant will be recovered from Texas Ratepayers; and

WHEREAS, the Proposed Settlement addresses EPE's proposed treatment of recovery of its Energy Efficiency Costs amortizing EPE's deferred costs over a three year period and allowing approval of the proposed Energy Efficiency rider; and

WHEREAS, EPE has indicated that it will be able to transfer \$100,000 of its 2010 Energy Efficiency program to solar incentives and will propose \$500,000 for solar incentives for its 2011 Energy Efficiency Program; and

WHEREAS, the Company has provided evidence that it has complied with the notice requirements of Texas Utilities Code §36.103 by publication in the *El Paso Times* on December 18 and 25, 2009 and January 8, 2010; and

WHEREAS, the City Council finds that the tariffs attached to this resolution as "Attachment B" implement the settlement and the approved rate increase; and

WHEREAS, the City Council having considered the PURB recommendation finds that the base rate change proposed by El Paso Electric Company as proposed on December 9, 2009 should be denied, and that an increase as identified herein, is reasonable and will produce revenues which allow El Paso Electric Company a reasonable opportunity to earn a reasonable return on its invested capital used and useful to the public in providing electric service.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO THAT:

SEC. 1. The Rate Increase Request of El Paso Electric Company as requested by El Paso Electric Company on December 9, 2009 is denied, and an increase of \$17.15 million in base (non-fuel) rates effective for electricity consumed on or after July 1, 2010 is approved,

with the increase apportioned among the customer classes as provided in Attachment "A" to this Resolution which is incorporated for all purposes.

SEC. 2. The tariffs attached as Attachment "B" to this resolution are approved for energy used on and after July 1, 2010 for service within the City of El Paso.

SEC. 3. Authorize the City Attorney to sign the Stipulation and all documents on behalf of the City of El Paso to resolve the case before the City and the Public Utility Commission of Texas pursuant to the terms and conditions of the proposed settlement, including the energy efficiency costs and rider.

SEC. 4. The Company is ordered to reimburse the City for its expenses as invoiced by the City, 20 days after invoice from the City.

SEC. 5. All relief requested by The Company within the original jurisdiction of the City of El Paso not granted herein is denied.

ADOPTED this 8th day of June, 2010.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

William F. Studer, Jr., Deputy City Manager
Finance and Public Safety

EL PASO ELECTRIC COMPANY
Development of
Settlement Base Revenue Targets
by Rate Class at \$17.150 M

ATTACHMENT 2
Page 1 of 1

Customer Class	Final Settlement Revenue Distribution		
	Present Base Revenues	Proposed Base Rate Increase Before MBRD	Total Base Rate Revenue Target
Residential Service	140,429,892	9,633,491	150,063,383
Water Heating Service	985,380	121,601	1,106,981
Small Commercial Service	23,481,646	696,669	24,178,315
Outdoor Recreational Lighting	367,583	42,357	409,940
Government Street Lighting	3,469,848	428,197	3,898,045
Municipal Pumping Service	6,844,736	732,774	7,577,510
Electrolytic Refining Service (1)	3,089,330	(404,802)	2,684,528
Irrigation Service	209,685	-	209,685
General Service	107,252,642	3,182,044	110,434,686
Large Power Service	33,440,725	992,142	34,432,867
Transmission Voltage Service	1,546,911	45,895	1,592,805
Petroleum Refining Service (1)	16,020,460	(1,428,458)	14,592,002
Area Lighting Service	2,676,117	-	2,676,117
Electric Furnace Rate	989,265	113,995	1,103,259
Military Reservation Service (2)	5,790,655	1,447,664	7,238,318
Cotton Gin Service	104,339	12,023	116,362
City and County Service	21,903,307	1,058,491	22,961,798
University Service	3,414,370	-	3,414,370
Total Retail Sales	372,016,890	16,674,084	388,690,974
Total Other Operating Revenues	28,078,807	475,916	28,554,723
Total Retail	400,095,697	17,150,000	417,245,697

NOTES:

(1) The present base revenues shown for the Electrolytic Refining Service and Petroleum Refining Service classes are based on pro forma rates. Actual test year adjusted revenues for these classes were \$1,404,808 and \$8,014,049, respectively.

(2) The Total Base Rate Revenue Target for Military Reservation Service does not reflect the application of the 20% Military Base Rate Discount pursuant to PURA 36.354.

ATTACHMENT A

EL PASO ELECTRIC COMPANY

SECTION 1

TABLE OF CONTENTS AND

RATE SCHEDULES

EL PASO ELECTRIC COMPANY

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EL PASO ELECTRIC COMPANY
DESCRIPTION OF COMPANY OPERATIONS

The El Paso Electric Company serves the County of El Paso and portions of the Counties of Culberson and Hudspeth in the State of Texas. The Company serves portions of Dona Ana, Sierra, Otero and Luna Counties in the State of New Mexico. The Company generates, transmits and distributes electric energy for the entire Company service area. The Company has transmission line interconnections in the states of Arizona, New Mexico and provides (FERC Jurisdictional) electrical energy to Rio Grande Electric Cooperative, Inc., for Cooperative's Culberson and Hudspeth Counties service areas.

(C)

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Sheet Number 2
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Revision Number 8
Effective with bills issued on or
after July 1, 2010

EL PASO ELECTRIC COMPANY
STATE OF TEXAS SERVICE AREA

Incorporated Cities, Towns and Villages

City of El Paso
Town of Anthony
Town of Clint
Town of Horizon City (T)
City of Socorro
Town of Van Horn
Village of Vinton
City of Fabens (T)

Unincorporated Service Areas

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

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 01
RESIDENTIAL SERVICE RATE

APPLICABILITY

This rate is available for all domestic purposes in single family residences or individually metered apartments and non-commercial uses located on the same property and used in connection with the main residence.

(C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available will normally be 120/240 volt, single phase, except that three-phase 120/240 volt service may be provided for motors over 5 horsepower (HP) if economically feasible. Single or three-phase motors shall not exceed 10 HP individual capacity without the written approval of the Company. All service will be taken at one point of delivery designated by the Company and at one of the Company's standard types of service. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

(N)

MONTHLY RATE

\$5.00 Customer Charge

(I)(T)

Energy Charge	Per kWh
Summer (May through October): All kWh	\$0.08745
Winter (November through April): All kWh	\$0.07745

(C)

(I)

(I)

ALTERNATE TIME-OF-USE RATE

MONTHLY RATE

\$6.50 Customer Charge

(I)(T)

Energy Charge	Per kWh
On-Peak	\$0.15831
Off-Peak	\$0.06743

(T)

(I)

(I)

The Customer must contract for this provision for a minimum of twelve (12) months. The on-peak period shall be from 12:00 P.M. through 8:00 p.m., Mountain Daylight Time, Monday through Friday, for the months of May through October. Off-Peak period shall be all other hours not covered in the on-peak period.

(C)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 01
RESIDENTIAL SERVICE RATE

MONTHLY MINIMUM

Customer Charge

OFF-PEAK WATER HEATING RIDER

This rider is closed to all new service applications. (N)

For domestic electric water heating service (swimming pool water heating, and water heating utilized for space heating excluded). The service shall be metered on a circuit which shall include only water heating elements and exclude all other services. (T)
(T)

Periods of electric supply service may be scheduled to conform to off-peak conditions of the Company's system. The Company reserves the right to change the off-peak period of supply to meet the changing off-peak conditions of its system. The Company, at its option, will furnish and connect to the Customer's wiring and retain ownership of a time switch or suitable device to regulate the hours of use. (T)

Service under this rider shall be limited to water heaters of thirty (30) gallons or more capacity. All water heaters will be controlled by a thermostat and if two or more heating elements are used, the water heater will be wired so that only one element will operate at one time. The minimum wattage of all heating elements shall total not less than 3,000 watts. Service may be limited where the Customer has an abnormally large connected load, and is only available as a secondary service in conjunction with a main service. (T)
(T)

MONTHLY RATE – OFF-PEAK WATER HEATING (T)

\$1.00 Customer Charge (T)

Energy Charge	Per kWh	(C)
Summer (May through October): All kWh	\$0.05603	(I)
Winter (November through April): All kWh	\$0.04603	(I)

MONTHLY MINIMUM – OFF-PEAK WATER HEATING (T)

Customer Charge

LOW INCOME RIDER

Upon qualification under the below defined criteria, the Customer Charge will not be applicable. All other charges (credits) and/or provisions of Schedule No. 01 will remain

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 01
RESIDENTIAL SERVICE RATE

unchanged.

The Low Income Rider ("LIR") is available to qualified residential customers who are identified by the Texas Department of Human Services ("TDHS") client database as eligible to receive food stamps under the Federal Food Stamp Program. On a monthly basis, the Company will compare the names in its Texas customer database with those in TDHS's client database. All matching customers will automatically be certified to receive the LIR. Once enrolled, customers will continue to receive the LIR until the date on which TDHS annually purges its client database. At that time, all customers who remain eligible to receive food stamps under the Federal Food Stamp Program will automatically be re-enrolled to receive the LIR for another year.

(T)

QUALIFIED WATER CONSERVATION AIR COOLING RIDER

This rider is closed to all new service applications.

(N)

Service under this Rider shall be available only to residential customers taking electric service within the City limits of El Paso. Residential customers qualify for service under this Rider by meeting either of the following requirements: 1) the customer has previously installed a refrigerative air cooling system meeting the requirements of the El Paso Water Utilities and El Paso Electric Company Joint Water Conservation Initiative Refrigerated Air Conditioning Program or, 2) the customer has installed a refrigerative air cooling system after January 1, 2001 meeting or exceeding a Department of Energy (DOE) Seasonal Energy Efficiency Rating (SEER) factor of 12.

This Rate Rider is applicable only during the Company's summer billing months of May through October.

(C)

WATER CONSERVATION AIR COOLING RIDER RATE

Energy Charge (May through October)	Per kWh
First 1,000 kWh	\$0.08745
All Other kWh	\$0.08245

(C)

(I)

(I)

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97,

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 01
RESIDENTIAL SERVICE RATE

entitled Energy Efficiency Cost Recovery Factor.

(N)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

APPLICATION OF RESIDENTIAL SERVICE RATE

This rate is available only under the following conditions:

(T)

1. For a single household or single family for domestic purposes in individual private residences or individually metered apartments.
2. For separately metered living quarters recognized as single-family living quarters for domestic home use.
3. Service under this rate shall include home lighting and residential power for operation of household appliances.
4. Single-phase motors for domestic use may not exceed 10 HP without the written approval of the Company. The use of all single-phase motors over 5 HP must be approved by the Company concerning the motor's lock rotor amperes.
5. If the three-phase service is supplied, sizes of motors and other loads will be subject to Company approval. Three-phase service is only available if it is existing at the location or economically feasible to bring to the location.
6. Wiring may be extended from the residence circuit to private garages, barns and similar structures and/or wells which are located on the same property as the residence and used exclusively for domestic purposes in connection with the residence.

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after July 1, 2010

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 01
RESIDENTIAL SERVICE RATE

7. Residences where rooms are rented or meals served to boarders, if these are incidental to the maintenance of a private residence, are permitted. (T)

This rate is not available under the following conditions: (T)

1. If a separate meter and service are provided to garages, barns and similar structures and/or wells even though their use may be in connection with the residence.
2. When it is evident, both visually and/or electrically, that activity of a business or professional character is being conducted in the residence. Service to a combination residential and commercial establishment will be supplied under the appropriate commercial service rate, but the portion used as living quarters may be wired and metered separately and served on the Residential Service Rate.
3. When service in the primary residence is resold or shared with one or more other family residences, i.e., a garage apartment or a separate living quarters connected to the main residence electric service, or a duplex with one meter. The additional residence or separate living quarters may be placed on the residential rate if local zoning ordinances permit such use and the additional residence is served and metered separately.
4. When the Customer operates devices which cause undue fluctuation of voltage. Service may be limited where the Customer has an abnormally large connected load or kW demand. (T)
5. For a recognized or accepted boarding or rooming house.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 02
SMALL COMMERCIAL SERVICE RATE

APPLICABILITY

This rate is available to all customers for lighting, power and heating service. Service under this rate shall be limited to customers who otherwise do not qualify for service under the Company's other rates, and which during the current month and the previous (11) month period, did not have maximum demands exceeding 15 kW in any two (2) consecutive months.

(C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available 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 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.

(N)

MONTHLY RATE

\$6.25 Customer Charge

(I)(T)

Energy Charge per kWh	Summer (May through October)	Winter (November through April)
For the first 1,500 kWh	\$0.12304	\$0.11304
For all additional kWh	\$0.11019	\$0.10019

(C)

(I,R)

(I,R)

MONTHLY MINIMUM

Customer Charge

OFF-PEAK WATER HEATING RIDER

This rider is closed to all new service applications.

(N)

For domestic electric water heating service (swimming pool water heating, commercial dishwasher water heating and water heating utilized for space heating excluded). The service shall be metered on a circuit which shall include only water heating elements and

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 02
SMALL COMMERCIAL SERVICE RATE

exclude all other services. (T)

Periods of electric supply service may be scheduled to conform to off-peak conditions of the Company's system. The Company reserves the right to change the off-peak periods of supply to meet the changing off-peak conditions of its system. The Company, at its option, will furnish and connect to the Customer's wiring and retain ownership of a time switch or suitable device to regulate the hours of use. (T)

Service under this rider shall be limited to water heaters of thirty (30) gallons or more capacity. All water heaters will be controlled by a thermostat and if two (2) or more heating elements are used, the water heater will be wired so that only one element will operate at one time. The minimum wattage of all heating elements shall total not less than 3,000 watts. Service may be limited where the Customer has an abnormally large connected load, and is only available as a secondary service in conjunction with a main service. (T)

MONTHLY RATE – OFF-PEAK WATER HEATING

\$1.00 Customer Charge (T)

Energy Charge	Per kWh
Summer (May through October): All kWh	\$0.05603
Winter (November through April): All kWh	\$0.04603

MONTHLY MINIMUM – OFF-PEAK WATER HEATING

Customer Charge

NON-METERED SERVICE

In instances when metering of energy would be impractical because of the low monthly level of usage and when 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. All other approved factors are also applicable. (T)

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-meter load. (N)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 02
SMALL COMMERCIAL SERVICE RATE

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor. (T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor. (N)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule. (T)

The Company may install metering equipment to measure the Customer's thirty (30) minute average kilowatt (kW) load for purposes of determining the applicable rate schedule. If a customer's highest measured thirty (30) minute average kilowatt load exceeds 15 KW three (3) consecutive times during the months of May through October, that customer shall be placed on the General Service Rate Schedule No. 24 for a minimum of twelve (12) months, at which time a determination will be made for the applicable rate schedule. (C)
(D)

~~If the Company determines that a customer's bill under this schedule is unduly burdensome and the Customer will benefit from a lower bill, the Company, at its option, will bill said customer under Schedule No. 24, General Service Rate. Specifically, this option will be applied to a customer who, for the preceding twelve (12) months has an average monthly demand greater than 10 KW and operates at greater than a thirty (30) percent load factor. Under this option, the billing demand will be the highest measured demand.~~

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

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 02
SMALL COMMERCIAL SERVICE RATE

~~For the purpose of this rate schedule, commercial customers is defined as to include all nonpublic schools and institutions of higher learning or facilities not eligible under Schedule No. 41, municipal, county, State of Texas and federal installations.~~

(D)

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EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 02A
SMALL COMMERCIAL SERVICE RATE

~~average kilowatt load for purposes of determining the applicable rate schedule.~~

~~If a customer's highest measured thirty (30) minute average kilowatt load exceeds 15 KW three (3) consecutive times during the months of May through October, and the customer had a load factor of 30% or greater for the preceding twelve (12) months, that customer shall be placed on the General Service Rate Schedule No. 24 for a minimum of twelve (12) months, at which time a determination will be made for the applicable rate schedule. If a customer's highest measured thirty (30) minute average kilowatt load exceeds 15 KW for three (3) consecutive times during the months of May through October, and the customer had a load factor of less than 30% for the preceding twelve (12) months, that customer shall be billed under and benefit from the Applicability of this schedule.~~

~~If the Company determines that a customer's bill under this schedule is unduly burdensome and the Customer will benefit from a lower bill, the Company, at its option, will bill said customer under Schedule No. 24, General Service Rate. Specifically, this option will be applied to a customer who, for the preceding twelve (12) months has an average monthly demand greater than 10 KW and operates at greater than a thirty (30) percent load factor. Under this option, the billing demand will be the highest measured demand.~~

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

~~For the purpose of this rate schedule, commercial customers is defined as to include all non-public schools and institutions of higher learning or facilities not eligible under Schedule No. 41, municipal, county, State of Texas and federal installations.~~

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 08
GOVERNMENTAL STREET LIGHTING
AND SIGNAL SERVICE RATE

APPLICABILITY

This rate is available to any village, town, city, county, state of Texas and Federal facilities for Mercury Vapor and High Pressure Sodium Vapor street light, freeway lighting and for traffic signal lights.

(C)

TERRITORY

Texas Service Area

(C)

MONTHLY RATE

(T)

Street Lights

MERCURY VAPOR – OVERHEAD SYSTEM – COMPANY OWNED
35 FOOT MOUNTING HEIGHT – WOOD POLE *

(T)

	Total Wattage	Per Lamp Charge
175W - 7,000 Lumen Single	195	\$15.22
250W - 11,000 Lumen Single	275	\$18.26
11,000 Lumen Double	550	\$25.04
400W - 20,000 Lumen Single	460	\$21.66
400W - 20,000 Lumen Double	920	\$35.19

(I)(T)
(I)
(D)
(I)(T)
(I)

HIGH PRESSURE SODIUM VAPOR – DOWNTOWN EL PASO AREA – COMPANY OWNED STEEL BASE STANDARD AND LUMINAIRE

(T)

	Total Wattage	Per Lamp Charge
1,000W - 119,500 Lumen Overhead System	1,102	\$54.81
1,000W - 119,500 Lumen Underground System	1,102	\$89.45

(I)(T)
(I)

HIGH PRESSURE SODIUM VAPOR – DOWNTOWN EL PASO AREA – COMPANY OWNED STEEL BASE STANDARD AND LUMINAIRE

(T)

	Total Wattage	Per Lamp Charge
450W - 50,000 Lumen Overhead System	485	\$47.87

(C)

* Refer to Mercury Vapor Closed to New Installations and Conversion/Replacement of Existing Installations section of the tariff.

(T)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 08
GOVERNMENTAL STREET LIGHTING
AND SIGNAL SERVICE RATE

MERCURY VAPOR – OVERHEAD SYSTEM – COMPANY OWNED
30 FOOT MOUNTING HEIGHT – STEEL POLE *

	Total Wattage	Per Lamp Charge
400W - 20,000 Lumen Single	460	\$33.46
400W - 20,000 Lumen Double	920	\$46.99

(T)
(I)(T)
(I)

MERCURY VAPOR – NON-COMPANY OWNED SYSTEMS
INTERSTATE OR FREEWAY LIGHTING *

	Total Wattage	Per Lamp Charge
250W - 11,000 Lumen – Wall Mounted	292	\$8.78
400W - 20,000 Lumen – 40 Foot Maximum Mounting Height	460	\$12.08
1,000W - 60,000 Lumen – 50 Foot Maximum Mounting Height	1,102	\$31.67

(T)
(I)(T)
(I)(C)
(I)

MERCURY VAPOR – NON-COMPANY OWNED – WOOD POLE
UNDERGROUND OR OVERHEAD RESIDENTIAL SERVICE *

	Total Wattage	Per Lamp Charge
175W - 7,000 Lumen – 35 Foot Maximum Mounting Height	195	\$6.68

(T)
(I)(T)

* Refer to Mercury Vapor Closed to New Installations and Conversion/Replacement of Existing Installations section of the tariff.

(T)

HIGH PRESSURE SODIUM VAPOR - NON-COMPANY OWNED SYSTEMS
INTERSTATE OR FREEWAY LIGHTING

	Total Wattage	Per Lamp Charge
150W - 16,000 Lumen – Wall Mounted	193	\$7.00
250W - 23,200 Lumen – Wall Mounted	313	\$9.42
250W - 23,200 Lumen – 40 Foot Maximum Mounting Height	313	\$9.42
400W - 50,000 Lumen – 50 Foot Maximum Mounting Height	485	\$12.95
400W - 50,000 Lumen – Tower Structure 150 Foot-Climbing Maximum Mounting Height 10 Luminaires per Tower Rate per fixture	485	\$13.67

(T)
(I)(T)
(I)
(I)
(I)(C)
(I)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 08
GOVERNMENTAL STREET LIGHTING
AND SIGNAL SERVICE RATE

400W - 50,000 Lumen – Tower Structure 150 Foot-Lowering Maximum Mounting Height 10 Luminaires per Tower Rate per fixture	485	\$12.79	(N)
116W – Obstruction Lights Incandescent 40 Foot Maximum Mounting Height	116	\$4.47	(I)(C)
116W – 150 Foot Tower	116	\$5.35	(I)

HIGH PRESSURE SODIUM VAPOR – NON-COMPANY OWNED SYSTEMS
LARGE ARTERIAL LIGHTING

	Total Wattage	Per Lamp Charge	
150W – 16,000 Lumen Wall Mounted	193	\$7.11	(N)
250W – 23,200 Lumen Wall Mounted	313	\$10.24	(N)
250W – 23,200 Lumen 40 FT Maximum Mounting Height	313	\$10.24	(N)
400W – 50,000 Lumen 50 FT Maximum Mounting Height	485	\$14.73	(N)

HIGH PRESSURE SODIUM VAPOR - NON-COMPANY OWNED
WOOD/STEEL POLE UG OR OH STANDARD RESIDENTIAL SERVICE

	Total Wattage	Per Lamp Charge	
100W - 8,500 Lumen – 30 Foot Maximum Mounting Height	124	\$5.32	(I)(T)
150W - 14,400 Lumen – 30 Foot Maximum Mounting Height	193	\$6.21	
250W - 23,200 Lumen – 30 Foot Maximum Mounting Height	313	\$9.59	(I)

HIGH PRESSURE SODIUM VAPOR - OVERHEAD - NON-COMPANY OWNED
FIXTURE – COMPANY OWNED EXISTING WOOD POLE
(DISTRIBUTION OR STREET LIGHT CF or D)

	Total Wattage	Per Lamp Charge	
100W - 8,500 Lumen – 35 Foot Maximum Mounting Height	124	\$7.43	(I)(T)
150W - 14,400 Lumen – 35 Foot Maximum Mounting Height	193	\$8.99	(I)
250W - 23,200 Lumen – 35 Foot Maximum Mounting Height	313	\$11.41	(I)
250W - 23,200 Lumen – Double 35 Foot Maximum Mounting Height	626	\$18.65	(I)
450W - 50,000 Lumen – 50 Foot Maximum Mounting Height	485	\$14.06	(I)(C)

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SCHEDULE NO. 08
GOVERNMENTAL STREET LIGHTING
AND SIGNAL SERVICE RATE

**OVERHEAD SYSTEM - HIGH PRESSURE SODIUM VAPOR
COMPANY OWNED - WOOD POLE**

	Total Wattage	Per Lamp Charge	(T)
100W - 8,500 Lumen – 35 Foot Maximum Mounting Height	124	\$15.20	(I)(T)
150W - 14,400 Lumen – 35 Foot Maximum Mounting Height	193	\$16.49	(I)
250W - 23,200 Lumen – 35 Foot Maximum Mounting Height	313	\$19.18	(I)
400W - 50,000 Lumen – 50 Foot Maximum Mounting Height	485	\$27.02	(I)(C)

**ORNAMENTAL HIGH PRESSURE SODIUM VAPOR -
NON-COMPANY OWNED, OPERATED AND MAINTAINED**

	Total Wattage	Per Lamp Charge	(T)
70W - 5,300 Lumen	82	\$1.67	(I)(T)
150W - 14,400 Lumen	193	\$3.04	(I)(C)
175W - 14,400 Lumen	210	\$6.65	(I)
250W - 16,000 Lumen	295	\$3.94	(I)

**HIGH PRESSURE SODIUM VAPOR –
ROADWAY ILLUMINATION – NON COMPANY OWNED**

	Total Wattage	Per Lamp Charge	(T)
100W - HPS	124	\$2.04	(I)(C)
150W – HPS	193	\$5.02	(N)
250W – HPS	313	\$5.08	(I)(C)
400W - HPS	485	\$13.48	(I)

MONTHLY RATE

Traffic Signal Lights

INCANDESCENT TRAFFIC SIGNALS

Type of Unit	Type and Hours Of Operation	Wattage of Incandescent Lamp	Monthly Rate Per Unit	(T)
3 Lamp Head	24 Hours	61	\$1.24	(I)
4 Lamp Head	24 Hours	61	\$1.24	(I)

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AND SIGNAL SERVICE RATE

3 Lamp Head	24 Hours	103	\$2.09	(I)
3 Lamp Head	18 Hours Normal, 6 Hours Flashing	103	\$2.09	(I)
5 Lamp Head	24 Hours	133	\$2.72	(I)
4 Lamp Head	18 Hours Normal, 6 Hours Flashing	103	\$2.09	(I)
3 Lamp Head	24 Hours	133	\$2.72	(I)
3 Lamp Head	18 Hours Normal, 6 Hours Flashing	133	\$2.72	(I)
4 Lamp Head	24 Hours	133	\$2.72	(I)
4 Lamp Head	18 Hours Normal, 6 Hours Flashing	133	\$2.72	(I)
2 Unit Walk Light	24 Hours	61	\$1.24	(I)
2 Unit Walk Light	24 Hours	103	\$2.09	(I)
2 Unit Walk Light	18 Hours Normal, 6 Hours Flashing	103	\$2.09	(I)
1 Unit Flashing	24 Hours	103	\$2.09	(I)
1 Unit Flashing	24 Hours	133	\$2.72	(I)
2 Unit Flashing	24 Hours	103	\$2.09	(I)
2 Unit School Flashers	351 Annual Burning Hours	103	\$2.09	(I)
2 Unit School Flashers	790 Annual Burning Hours	133	\$2.72	(I)
30 Watt Controller	24 Hours	30	\$0.61	(I)
100 Watt Controller	24 Hours	100	\$2.60	(N)

LIGHT-EMITTING DIODE ("LED") TRAFFIC SIGNALS

Type of Unit	Type and Hours Of Operation	Wattage of High-Efficiency LED Lamp	Monthly Rate Per Unit	
3 Lamp Head	18 Hours Normal, 6 Hours Flashing	14	\$0.34	(I)
5 Lamp Head	24 Hours	14	\$0.69	(I)
4 Lamp Head	18 Hours Normal, 6 Hours Flashing	14	\$0.69	(I)
3 Lamp Head	24 Hours	14	\$0.35	(I)
3 Lamp Head	18 Hours Normal, 6 Hours Flashing	14	\$0.34	(I)
4 Lamp Head	24 Hours	14	\$0.69	(I)
4 Lamp Head	18 Hours Normal, 6 Hours Flashing	14	\$0.69	(I)
2 Unit Walk Light	24 Hours	9	\$0.23	(I)
2 Unit Walk Light	18 Hours Normal, 6 Hours Flashing	9	\$0.23	(I)
1 Unit Flashing	24 Hours	14	\$0.18	(I)
2 Unit Flashing	24 Hours	14	\$0.35	(I)
2 Unit School Flashers	351 Annual Burning Hours	14	\$0.28	(I)
2 Unit School Flashers	790 Annual Burning Hours	14	\$0.28	(I)
4 Unit School Flashers	351 Annual Burning Hours	14	\$0.69	(I)
4 Unit School Flashers	790 Annual Burning Hours	14	\$0.69	(I)

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 08
GOVERNMENTAL STREET LIGHTING
AND SIGNAL SERVICE RATE

Mercury Vapor – Non-Company Owned Systems – Interstate or Freeway Lighting (T)

Existing Mercury Vapor Lighting:			High Pressure Sodium Vapor Replacement:		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
292	11,000	104	193	16,000	69
460	20,000	164	313	23,200	112
1102	60,000	393	485	45,000	173

(C)

**Mercury Vapor – Non-Company Owned – Wood Pole,
Underground or Overhead Residential Service** (T)

Existing Mercury Vapor Lighting:			High Pressure Sodium Vapor Replacement:		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
195	7,000	70	124	8,500	44

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

Mercury Vapor Fixture Conversion Or Replacement Of Existing Facilities

Upon the request of the Customer, the Company will convert or replace existing Company owned mercury vapor lighting to applicable Company offered street lighting options other than those indicated above. (T)

Upon the request of and payment by the Customer, the Company will convert existing Company owned facilities (size or type of luminaire) to a different applicable Company offered size or type of luminaire at an amount equal to all applicable costs less the salvage value of the existing facilities.

Upon the request of and payment by the Customer, the Company will replace existing Company owned lighting facilities at an amount equal to all applicable costs less the salvage value of the existing facilities. Installation of new facilities requested by the Customer will be performed pursuant to the applicable Schedule and lamp category described above.

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor. (T)

ENERGY EFFICIENCY COST RECOVERY FACTOR (N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 08
GOVERNMENTAL STREET LIGHTING
AND SIGNAL SERVICE RATE

MILITARY BASE DISCOUNT RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

Specific terms are as covered in various written agreements.

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 11
MUNICIPAL PUMPING SERVICE RATE

APPLICABILITY

This rate is closed to all new service applications. (N)

This rate is available to towns, counties and municipalities in the Company's Texas service area and other legal property taxing authorities for pumping of water, sewage, storm water and sewage disposal. (C)

TERRITORY

Texas Service Area

TYPE OF SERVICE (T)

Service to locations existing as of December 1, 1974, to be maintained on existing voltages. All new locations will have the following type of service: 10 HP or less connected - 120/240 volt, single phase; 11 HP to 49 HP connected - 120/240 volt, three phase; 50 HP to 1,000 HP connected - 277/480 volt, three phase; and over 1,000 HP connected at the Company's specified standard primary voltage. All service will be taken at one point of delivery designated by the Company. As of November 1979, the Company will provide the transformation necessary for all new accounts except those receiving service at primary voltages (2,400 volts and higher). Electric energy will be measured by a single meter, or other measuring device, of each kind needed. (C)

MONTHLY RATE

\$21.25 Customer Charge (R)(T)

Energy Charge per kWh	Summer	Winter	
Secondary Voltage	\$0.06419	\$0.05462	(C) (I,I)
Primary Voltage	\$0.05489	\$0.04532	(I,R)

Summer period shall be the months of June through September. Winter period shall be the months October through May. (N)

MONTHLY MINIMUM

Customer Charge

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 11
MUNICIPAL PUMPING SERVICE RATE

METER VOLTAGE ADJUSTMENT

(N)

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

Adjusted Maximum kW Demand = Metered Maximum kilowatts multiplied by 1.015
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.021

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 = Metered Maximum kilowatts divided by 1.015
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.021

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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

(T)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 11-A
MUNICIPAL PUMPING SERVICE RATE

APPLICABILITY

~~Service available to legal property taxing authorities for pumping of water, sewage, storm water and sewage disposal. As of November 1979, El Paso Electric Company will provide the transformation necessary for all new accounts except those receiving service at primary voltages (2,400 volts and higher).~~

TERRITORY

~~Within the city limits of the City of El Paso, Texas.~~

SERVICE VOLTAGES

~~Service to locations existing as of December 1, 1974, to be maintained on existing voltages. All new locations will have the following type of service: 10 HP or less connected — 120/240 volt single phase; 11 HP to 49 HP connected — 120/240 volt, three phase; 50 HP to 1,000 HP connected — 277/480 volt, three phase, and over 1,000 HP connected at the Company's specified standard primary voltage.~~

MONTHLY RATE

~~\$23.25 Customer Charge plus~~

~~\$0.05383 per kilowatt hour for all kilowatt hours~~

MULTIPLE DELIVERY POINT CONJUNCTIVE BILLING RIDER

~~Customers entering into conjunctively-metered electric service contracts with the Company under this rider can aggregate contractually specified accounts to be billed conjunctively based upon the 30-minute coincident peak demand of the facilities. Total Maximum Billed Demand will be calculated during the hours of 10:00 A.M. to 10:00 P.M. Mountain Standard time for the Weekdays of Monday through Friday. A Contract of Power Service ("Contract") must be executed between the Company and the Customer taking service under this rider for a minimum of five (5) years. The metering points specified in the contract will be treated as one aggregated customer for demand calculation and billing purposes exclusively.~~

Demand Charge

Summer (April to October):

Minimum demand including 7,750 KW/Month

\$155,000

Curtable demand charge

\$3.17 per KW

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EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 11- A
MUNICIPAL PUMPING SERVICE RATE

Firm demand charge ⁴	\$20.00 per KW
 <u>Winter (November to March):</u>	
Minimum demand including 7,750 KW/Month	\$92,500
Curtaillable demand charge	\$3.17 per KW
Firm demand charge	\$20.00 per KW
 Energy Charge for all KWH:	 \$0.00978 per KWH

FIXED FUEL FACTOR

~~The above rates and riders are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor which may be adjusted from time to time.~~

MONTHLY MINIMUM

~~Customer charge or minimum monthly demand for aggregated accounts.~~

TERMS OF PAYMENT

~~The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. The bill becomes delinquent if not received at the Company by the due date.~~

TERMS AND CONDITIONS

~~The Company's Rules and Regulations apply to service under this schedule.~~

⁴ ~~Total amount of firm and curtaillable demand KW will be determined pursuant to the Contract between the Customer and the Company.~~

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 11-TOU
TIME-OF-USE MUNICIPAL PUMPING SERVICE RATE

(T)

APPLICABILITY

This rate is available to towns, counties and municipalities in the Company's Texas service area and other legal property taxing authorities for pumping of water, sewage, storm water and sewage disposal.

(C)

TERRITORY

Texas Service Area

(C)

TYPE OF SERVICE

(T)

Service to locations existing as of December 1, 1974, to be maintained on existing voltages. All new locations will have the following type of service: 10 HP or less connected - 120/240 volt, single phase; 11 HP to 49 HP connected - 120/240 volt, three phase; 50 HP to 1,000 HP connected - 277/480 volt, three phase; and over 1,000 HP connected at the Company's specified standard primary voltage. All service will be taken at one point of delivery designated by the Company. As of November 1979, the Company will provide the transformation necessary for all new accounts except those receiving service at primary voltages (2,400 volts and higher). Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

(C)

MONTHLY RATE

\$22.75 Customer Charge

(R)(T)

Energy Charge per kWh	Secondary Voltage	Primary Voltage
On-Peak	\$0.20599	\$0.19669
Shoulder-Peak	\$0.10721	\$0.09791
Off-Peak	\$0.04596	\$0.03666

(C)

(I,I)(T)

(I,I)

(I,R)

The on-peak period shall be from 1:00 P.M. through 5:00 P.M., Mountain Daylight Time, Monday through Friday, for the months of June through September. The shoulder-peak shall be from 10:00 A.M. through 1:00 P.M., and 5:00 P.M. through 8:00 P.M., Mountain Daylight Time, Monday through Friday, for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak and shoulder-peak periods.

(C)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 11-TOU
TIME-OF-USE MUNICIPAL PUMPING SERVICE RATE

(T)

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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

(T)

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 15
ELECTROLYTIC REFINING SERVICE RATE

APPLICABILITY

This rate is available to electrolytic refining plants where the Customer contracts for a minimum contract capacity of 10,000 kilowatts (kW). This rate is not available to any new or existing Customer who takes initial service after January 1, 1980.

(C)

TERRITORY

Texas Service Area

(N)

TYPE OF SERVICE

The type of service shall be alternating current, 60 hertz, three phase at a primary or transmission voltage of not less than 13,800 volts. 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.

(C)

~~Three classes of service provided under this schedule are described as follows:~~

(D)

~~Supplementary Power Service: Firm power service provided to a customer for all additional electrical service requirements not provided by the customer's own generation resources or provided by the Company under any other class of electrical service.~~

~~Maintenance Power Service: Firm power service provided in pre-specified blocks of capacity on a scheduled basis to replace capacity and energy normally generated by customer during periods when a customer's generation facility is not available due to a maintenance outage, and Customer's total purchase demand does not exceed the Supplementary Power Demand established during the billing month.~~

~~Backup Power Service: Firm power service provided in contracted blocks of capacity on an unscheduled basis to replace capacity and energy normally generated by customer during periods when a customer's generation facility experiences an unscheduled forced outage, and Customer's total purchase demand does not exceed the Supplementary Power Demand established during the billing month.~~

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 15
ELECTROLYTIC REFINING SERVICE RATE

MONTHLY RATE

\$225.00 Customer Charge (N)

Demand Charge per kW	\$15.27	(R)(C)
\$ 23.00 per kilowatt for Backup Power Service, or \$ 11.50 per kilowatt for all Maintenance Power Service		(D)
Energy Charge per kWh		(C)
On-Peak	\$0.14884	(I)
Off-Peak	\$0.00477	(R)

The on-peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday, for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period. (N)

MONTHLY MINIMUM

The applicable demand charge. (C)

In the event the Customer has signed a contract for firm demand in conjunction with interruptible power service, then the monthly demand to be billed under this rate schedule shall be that amount specified in the power sales agreement for firm demand. (T)

DETERMINATION OF BILLING DEMAND (T)

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

The billing demand will be the highest of:

- A. 10,000 kW; or,
- B. The maximum demand; or,
- C. 75% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 15
ELECTROLYTIC REFINING SERVICE RATE

The monthly billing demand shall be the sum of the demands for Supplementary Power, Backup Power, and Maintenance Power as defined below:

(D)

~~Supplementary Power Demand: The Supplementary Power Demand (SPD) shall be the greater of (i) the highest measured thirty (30) minute average kilowatt load during non-outage periods or (ii) the highest measured thirty (30) minute average kilowatt load less the contract capacity for Backup Power Service and for the scheduled capacity for Maintenance Power Demand during outage periods.~~

~~The SPD used for billing shall never be less than 75% of the highest measured SPD previously established during the billing months of May through October in the twelve (12) month period ending with the current month, nor less than 5,000 kilowatts, whichever is greater.~~

~~When the SPD established during the daily off-peak period exceeds the SPD established during the daily on-peak period, the SPD used for billing will be 1/2 the on-peak period SPD plus 1/2 the off-peak SPD.~~

~~On-Peak period shall be from 10:00 a.m. to 8:00 p.m., Mountain Standard Time, for weekdays of Monday through Friday. Off-Peak period shall be all other hours of the week not covered in the On-Peak period.~~

~~Backup Power Demand: The Backup Power Demand (BPD) used for billing shall be the contract capacity for which the Company is required to provide Backup Power Service multiplied by the greater of (i) the Monthly Forced Outage Rate or (ii) the Monthly Reservation Factor.~~

~~The Monthly Forced Outage Rate is calculated as the total number of hours during which Backup Power Service was provided, during the billing month, divided by the total number of operating hours in that month.~~

~~The Monthly Reservation Factor is set at 0.05.~~

~~Maintenance Power Demand: The Maintenance Power Demand (MPD) used for billing shall be the capacity scheduled in advance by the customer multiplied by the Monthly Scheduled Outage Rate.~~

~~The Monthly Scheduled Outage Rate is calculated as the total number of days for which Maintenance Power Service had been scheduled divided by the total number of days within that billing month.~~

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ELECTROLYTIC REFINING SERVICE RATE

CONTRACT CAPACITY BACKUP POWER SERVICE

(D)

~~The contract capacity for Backup Power Service may be specified for each individual unit for customers owning a multi-unit cogeneration facility.~~

~~The contract capacity for the purpose of this rate schedule shall be the amount of capacity for Backup Power Service that is requested by the Customer and agreed to by the Company.~~

SPECIAL PROVISIONS

~~A. On the date the meter is read, the customer must provide the Company with the date and times of all forced outage hours that occurred in that billing month for the units for which Backup Power Service is provided. If such information is not provided on the day the meter is read, then the demand shall be determined as if no outage period existed during that billing month.~~

~~B. 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 provision of Backup Power Service.~~

~~C. The following define outage types for operational purposes:~~

~~1. Forced Outage: An unplanned component failure or other condition that requires the unit(s) be removed from service immediately.~~

~~2. Maintenance Outage: The removal of a unit(s) from service to perform work on specific components that can be deferred beyond the end of the next weekend, but requires the unit(s) be removed from service before the next Maintenance Outage; or the removal of a unit(s) from service to perform work on specific components that is scheduled in advance and has a predetermined duration (e.g., overhauls, inspections, testing).~~

RATING PERIOD SELECTION OPTION

~~Upon written request by the customer and approval by the Company, a customer may shift this 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The customer may exercise this option twice during a 12-month period.~~

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SCHEDULE NO. 15
ELECTROLYTIC REFINING SERVICE RATE

FIXED RATE RIDER

(D)

~~This rider is available to new customers with a projected minimum demand of 1,000 KW or existing customers with increased load of at least 1,000 KW as measured by the average of the three (3) highest peaks for the preceding twelve (12) months. Upon the execution of a five (5) year service contract, EPEC will guarantee fixed rates for a two (2) year period. Customers electing to take service under this rider will not be eligible for the Economic Development Rate Schedule No. 33, as discussed in this schedule. A new customer is defined as one who has never taken electrical service from EPEC within the Texas service area.~~

~~Existing businesses which change ownership, location or name do not qualify as new customers, but would instead be treated as existing customers for purposes of this rider. If a business ceases to exist and the premises are occupied by a new owner and a new business is opened, it may qualify as a new customer. The designation as a new customer shall be determined by the Company, subject to the customer's right to seek PUCT review of such determination.~~

~~In the event the customer has signed a contract for firm demand in conjunction with interruptible power service, then the terms of this rider are not available to the customer unless expressly allowed by EPEC. Such allowance is at the sole discretion of EPEC.~~

REACTIVE KVAR HOUR CHARGE

~~A reactive power charge in the amount of \$0.0002 per KVAR Hour shall be applicable.~~

INTERCONNECTION CHARGE

~~The customer shall be subject to a charge for interconnection costs.~~

~~Interconnection costs are the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, engineering, and administrative costs incurred by the Company directly 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 corresponding costs that the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources.~~

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ELECTROLYTIC REFINING SERVICE RATE

~~The customer shall pay in full the actual reasonable costs of interconnection prior to commencement of service under this rate schedule. In addition, the customer shall pay an annual charge of 8% of the capital costs of interconnection to cover property taxes and operation and maintenance expenses. The annual charge of 8% is payable by the customer in monthly installments at the rate of 2/3 of 1% per month.~~

(D)

POWER FACTOR ADJUSTMENT

(N)

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

MILITARY BASE DISCOUNT RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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 desired by the customer, copies of meter readings upon which bills are based will be furnished by the Company.~~

(C)

(D)

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

~~The Term of Contract under this rate schedule shall be not less than ten (10) years.~~

(D)

EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 18
STANDBY SERVICE RATE

APPLICABILITY

~~Standby and/or auxiliary service to customers having other power drive or power generating facilities which are not qualifying cogeneration and small power production 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 Act of 1978.~~

TERRITORY

Texas Service Area

MONTHLY RATE

~~The General Service Rate Schedule No. 24, which is applicable to this class of service, will be applied when the bill for service rendered during any billing month, calculated at the base rate of the General Service Rate, exceeds the minimum specified for standby and/or auxiliary service. The Fixed Fuel Factor is applicable to all kilowatt-hours consumed.~~

MONTHLY MINIMUM

~~\$16.75 per kilowatt of installed capacity of the customer's power drive or power generating equipment in kilowatts, or measured thirty (30) minute demand, whichever is greater or as stipulated in a written agreement between El Paso Electric Company and the customer.~~

FIXED FUEL FACTOR

~~The above rate is subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel 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.~~

TERMS AND CONDITIONS

~~The Company's Rules and Regulations apply to service under this schedule. The initial Term of Contract for service under this schedule shall be not less than one year.~~

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 22
IRRIGATION SERVICE RATE

APPLICABILITY

This rate is available to irrigation water pumps dedicated solely for irrigation water pumping. Only irrigation water pump loads of 15 kW or larger will be served under this rate schedule.

(C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

(C)

The type of service available 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 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.

ALTERNATIVE BILLING PROVISION

(D)

~~An Alternative Billing Provision is available to any customer who has an alternative supply of irrigation water. Customer can only select once, on an annual basis his choice of the billing provision.~~

MONTHLY RATE

\$14.00 Customer Charge

(I)(T)

Horsepower Charge

(D)

~~\$1.50 per connected horsepower during the billing periods April through September~~

Energy Charge per kWh	Summer (May through October)	Winter (November through April)
All kWh	\$0.10192	\$0.07692

(C)

(I,R)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 22
IRRIGATION SERVICE RATE

ALTERNATE TIME-OF-USE MONTHLY RATE

(C)

\$15.50 Customer Charge

(I)(T)

Energy Charge per kWh	On-Peak	Off-Peak
All kWh	\$0.36365	\$0.07539

(C)

(I,R)

The Customer must contract for this provision for a minimum of twelve (12) months. The on-peak period shall be from 1:00 p.m. through 5:00 p.m., Mountain Daylight Time, Monday through Friday, for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period.

(N)

MONTHLY MINIMUM

Customer Charge

(C)

OFF-PEAK DEMAND RIDER

(D)

~~When a customer who takes service under this rate establishes an average monthly off-peak demand greater than or equal to three (3) times the average monthly on-peak demand, then the maximum on-peak monthly demand shall be utilized for the determination of billing demand.~~

MONTHLY RATE

~~\$13.00 Customer Charge plus~~

~~Demand Charge~~

~~\$24.00 per kilowatt of demand~~

~~Energy Charge~~

~~\$0.00729 per kilowatt-hour~~

Determination of Demands (Off-Peak Demand Rider)

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

~~For the purpose of the off-peak rider, the on-peak period shall be 8:00 A.M. to 8:00 P.M.,~~

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 22
IRRIGATION SERVICE RATE

~~Mountain Standard Time, for weekdays of Monday through Friday.~~

(D)

~~Off-peak periods shall be all other hours of the week not covered in the on-peak period.~~

Terms and Conditions

~~A customer requesting service under this rider must sign an agreement for an initial one (1) year term after which the customer must sign subsequent one (1) year agreements with the Company. The Company, however, is under no obligation to renew any agreement for service under this rider. This rider may not be taken in conjunction with any other rider offered under this rate.~~

~~A customer taking service under this rider who fails to maintain an off-peak to on-peak ratio of 3.0 or greater, for that month, shall be billed under the applicable standard rate. In addition, the billing KW will be adjusted upward by 30% to account for noncompliance with the off-peak provisions of this rider.~~

~~Any customer who fails to maintain an off-peak to on-peak ratio of 3.0 or greater for two (2) consecutive months shall be declared ineligible for this rider for a period of one (1) year and will be billed under the standard rate.~~

~~The Company, at its option, may request payment for any special metering installation costs required for the customer to take service under this rider.~~

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

(N)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled Military Base Discount Recovery Factor.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 22
IRRIGATION SERVICE RATE

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. (T)

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule. (T)

The Term of Contract for service under this rate schedule shall be not less than one (1) year during which time the Customer will maintain an active account and will pay the monthly minimum regardless of whether or not service is consumed. (T)

CONDITIONS FOR SERVICE AVAILABILITY

Service will be provided under the provisions of the Company's Line Extension Policy.

DISCONTINUANCE OF USE BY CUSTOMER

Where use of service is discontinued by the Customer or payments for any billing year are not made in accordance with the rate, the Company may at such time, after issuance of disconnect notice, remove the facilities installed by it to provide the service with no further liability by the Company to the Customer. Such removal shall not relieve the Customer of any payments due Company for service. (T)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 24
GENERAL SERVICE RATE

APPLICABILITY

This rate is available to all customers for lighting, power, and heating service with a highest measured demand as defined by the Determination of Billing Demand. Service under this rate shall be limited to customers who otherwise do not qualify for service under the Company's other rates and whose highest measured demand, during the current month and previous (11) month period, was (i) greater than fifteen (15) kW in any month and (ii) did not exceed six hundred (600) kW, in any two (2) consecutive months.

(C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available 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 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.

(N)

MONTHLY RATE

\$18.40 Customer Charge

(I)(T)

Secondary Voltage	Summer	Winter	
Demand Charge per kW	\$13.17	\$9.17	(C) (I,R)
Energy Charge, per kWh,			
For the first 200 hours times the maximum measured demand.	\$0.07066	\$0.03477	(I,R)
For the next 150 hours times the maximum measured demand.	\$0.05139	\$0.02529	(I,R)
For all additional kWh	\$0.03737	\$0.01839	(I,R)
Primary Voltage	Summer	Winter	
Demand Charge per kW	\$11.77	\$7.77	(R,R)
Energy Charge, per kWh,			
For the first 200 hours times the maximum measured demand.	\$0.05623	\$0.02767	(I,R)
For the next 150 hours times the maximum measured demand.	\$0.04089	\$0.02012	(I,R)
For all additional kWh	\$0.02973	\$0.01463	(I,R)

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SCHEDULE NO. 24
GENERAL SERVICE RATE

Summer period shall be the months of May through October. Winter period shall be the months November through April. (N)

ALTERNATE TIME-OF-USE MONTHLY RATE

\$20.15 Customer Charge

	Secondary Voltage	Primary Voltage
Demand Charge per kW	\$16.73	\$15.63
Energy Charge per kWh		
On-Peak	\$0.14478	\$0.13882
Off-Peak	\$0.01839	\$0.01463

Customers electing this rate must continue to take service under this rate for a minimum of twelve (12) months. The on-peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday, for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period.

MONTHLY MINIMUM

Customer Charge plus the applicable demand charge. (C)

DETERMINATION OF BILLING DEMAND

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

The billing demand will be the highest of:

- A. 15 kW; or, (T)
- B. The maximum demand; or, (T)
- C. 60% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month. ~~The exception to this will occur when the 1/2 on-peak - 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purposes of this paragraph.~~ (C)
- (D)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 24
GENERAL SERVICE RATE

~~For customers with demands in excess of 300 KW for 3 consecutive months, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak demand when the demand established during the daily off-peak exceeds the demand established during the daily on-peak period.~~

(D)

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays Monday through Friday.~~

~~Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

The Company may refuse service to another Customer at the same address when service is terminated to avoid or evade payment of the minimum demand charges as set forth in this rate.

(T)

PRIMARY VOLTAGE DISCOUNT

(D)

~~If electric service is delivered at one of Company's standard primary voltages and the Company is not providing a transformation solely to serve the customer and if the customer owns, operates, and maintains all the facilities for receiving such service at delivery voltage, the following primary voltage discount (PVD) will be given:~~

~~PVD = \$0.60 per kilowatt of measured demand~~

POWER FACTOR ADJUSTMENT

(N)

Effective April 1, 2011, if the measured power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

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

METER VOLTAGE ADJUSTMENT

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

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SCHEDULE NO. 24
GENERAL SERVICE RATE

Adjusted Maximum kW Demand = Metered Maximum kilowatts multiplied by 1.015
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.021

(N)

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 = Metered Maximum kilowatts divided by 1.015
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.021

OFF-PEAK WATER HEATING RIDER

This rider is closed to all new service applications.

(N)

For domestic electric water heating service (swimming pool water heating, commercial dishwasher water heating and water heating utilized for space heating excluded). The service shall be metered on a circuit which shall include only water heating elements and exclude all other services.

(T)

Periods of electric supply service may be scheduled to conform to off-peak conditions of the Company's system. The Company reserves the right to change the off-peak periods of supply to meet the changing off-peak conditions of its system. The Company, at its option, will furnish and connect to the Customer's wiring and retain ownership of a time switch or suitable device to regulate the hours of use.

(T)

(T)

Service under this rider shall be limited to water heaters of thirty (30) gallons or more capacity. All water heaters will be controlled by a thermostat and if two (2) or more heating elements are used, the water heater will be wired so that only one element will operate at one time. The minimum wattage of all heating elements shall total not less than 3,000 watts. Service may be limited where the Customer has an abnormally large connected load, and is only available as a secondary service in conjunction with a main service.

(T)

(T)

MONTHLY RATE – OFF-PEAK WATER HEATING

\$1.00 Customer Charge

(T)

Energy Charge	Per kWh
Summer (May through October): All kWh	\$0.05603
Winter (November through April): All kWh	\$0.04603

(C)

(I)

(I)

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SCHEDULE NO. 24
GENERAL SERVICE RATE

MONTHLY MINIMUM – OFF-PEAK WATER HEATING

Customer Charge

OFF-PEAK DEMAND RIDER

(D)

~~When a customer who takes service under this rate establishes an average monthly off-peak demand greater than or equal to three (3) times the average monthly on-peak demand, then the maximum on-peak monthly demand shall be utilized for the determination of billing demand.~~

MONTHLY RATE

~~\$13.00 Customer Charge plus~~

~~Demand Charge~~

~~\$24.00 per kilowatt of demand~~

~~Energy Charge~~

~~\$0.00729 per kilowatt-hour~~

~~Determination of Demands (Off-Peak Demand Rider)~~

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

~~On-peak period shall be 8:00 A.M. to 10:00 P.M., Mountain Standard Time, for weekdays of Monday through Friday.~~

~~Off-peak periods shall be all other hours of the week not covered in the on-peak period.~~

~~Terms and Conditions~~

~~A customer requesting service under the Experimental Off-Peak Demand Rider must sign an agreement for an initial one (1) year term after which the customer must sign subsequent one (1) year agreements with the Company. The Company, however, is under no obligation to renew any agreement for service under this rider. This rider may~~

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SCHEDULE NO. 24
GENERAL SERVICE RATE

~~not be taken in conjunction with any other rider offered under this rate.~~

(D)

~~A customer taking service under this rider who fails to maintain an off-peak to on-peak ratio of 3.0 or greater, for that month, shall be billed under the applicable standard rate. In addition, the billing KW will be adjusted upward by 30% to account for noncompliance with the off-peak provisions of this rider.~~

~~Any customer who fails to maintain an off-peak to on-peak ratio of 3.0 or greater for two (2) consecutive months shall be declared ineligible for this rider for a period of one (1) year and will be billed under the standard rate.~~

~~The Company, at its option, may request payment for any special metering installation costs required for the customer to take service under this rider.~~

THERMAL ENERGY STORAGE RIDER

This rider is closed to all new service applications.

(N)

Available to customers with separately metered Thermal Energy Storage (TES) Systems whose maximum demand does not exceed the maximum demand of the building after completion of the necessary contract arrangements and installation of necessary metering equipment. The billing demand for this separately metered load will be the highest measured thirty (30) minute average kW load established during the on-peak period.

(T)

On-Peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday. Off-Peak period shall be all other hours not covered in the on-peak period.

(C)

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

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

(D)

CHURCH RIDER

This rider is closed to all new service applications.

(N)

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SCHEDULE NO. 24
GENERAL SERVICE RATE

The kW demand for billing for churches shall be the highest measured thirty (30) minute average kW load, which has been established during the current billing month. This rider is not applicable to meeting halls, schools or other ancillary buildings which may be associated with the church. At its option, the Company may switch this service to the Alternative Rate applicable to Schedule No. 02, Small Commercial Service Rate. Refer to terms provided under the Terms and Conditions of this Schedule.

(T)

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

(N)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

If a Customer's highest measured thirty (30) minute average kW load exceeds 600 kW for two (2) consecutive months, the Customer shall be placed on the Large Power Service Rate Schedule No. 25 for a minimum of twelve (12) months. Upon completion of the minimum twelve (12) month period, a determination will be made by the Company for the Customer's applicable rate schedule.

(C)

If a Customer's highest measured thirty (30) minute average kW load has not exceeded 15 kW for two (2) consecutive months during the current month and previous eleven (11)

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GENERAL SERVICE RATE

month period, at the Company's option, that Customer shall be placed on Schedule No. (C)
02, Small Commercial Service Rate.

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

~~If the Company determines that a customer's bill under this schedule is unduly (D)
burdensome, the Company may, at its option, bill said customer under Schedule No. 02,
Small Commercial Service Rate. Specifically, a customer who operates at less than a ten
(10) percent load factor, based on the average of the preceding twelve (12) month period
and/or its unit rate is three (3) times greater than the overall base unit rate of the Small
Commercial class will qualify for this billing alternative.~~

~~For the purpose of this rate schedule, customers is defined as to include all non-public
schools and institutions of higher learning or facilities not eligible under Schedule No. 41,
municipal, county, State of Texas and federal installations.~~

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 24- A
ALTERNATIVE OFF-PEAK DEMAND RIDER

APPLICABILITY

~~This Rate Rider is available to customers who meet the requirements of and are eligible for service under the Company's General Service Rate Schedule No. 24. This Rate Rider is offered as an alternative to the Off-Peak Demand Rider offered under Schedule No. 24.~~

TERRITORY

~~Village of Vinton~~

MONTHLY RATE

~~\$13.00 Customer Charge plus~~

~~Demand Charge~~

~~\$27.00 per kilowatt of demand~~

~~Energy Charge~~

~~\$0.00537 per kilowatt-hour~~

~~The monthly rate charges will be those stated above unless, by final order of the Public Utility Commission of Texas or ordinance of the municipality of the Village of Vinton in a subsequent filing, rate charges listed in the Off-Peak Demand Rider in tariff Schedule No.24 differ. In such a situation, the applicable charges will be the charges stated in the Off-Peak Demand Rider for tariff Schedule No. 24 approved by either a final order of the Public Utility Commission of Texas or an ordinance of the municipality of the Village of Vinton. The charges approved by final order of the Public Utility Commission of Texas in Docket No. 9945 for the Experimental Off-Peak Demand Rider are no longer applicable to this General Service Rate Rider. When a customer who takes service under this Rate Rider establishes an average monthly off-peak demand greater than or equal to three (3) times the average monthly on-peak demand, then the maximum on-peak monthly demand shall be utilized for the determination of billing demand.~~

Determination of Demand (Off-Peak Demand Rider)

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

~~On-peak period shall be 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays of Monday through Friday.~~

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(D)

SCHEDULE NO. 24-A
ALTERNATIVE OFF-PEAK DEMAND RIDER

Off-peak periods shall be all other hours of the week not covered in the on-peak period.

Terms and Conditions

A customer requesting service under this Alternative Off-Peak Demand Rider must sign an agreement for an initial one (1) year term after which the customer must sign subsequent one (1) year agreements with the Company. The Company, however, is under no obligation to renew any agreement for service under this rider.

A customer taking service under this Rate Rider who fails to maintain an off-peak to on-peak ratio of 3.0 or greater, for that month, shall be billed under the applicable standard rate. In addition, the billing KW will be adjusted upward by 30% to account for noncompliance with the off-peak provisions of this rider.

Any customer who fails to maintain an off-peak to on-peak ratio of 3.0 or greater for two (2) consecutive months shall be declared ineligible for this rider for a period of one (1) year and will be billed under the standard rate Schedule No. 24 or the applicable rate schedule of the Company.

The Company, at its option, may request payment for any special metering installation costs required for the customer to take service under this rider.

RATING PERIOD SELECTION OPTION

Upon written request by the customer and approval by the Company, a customer may shift its 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. In no event, however, may the peak period exceed 10 hours. The customer may exercise this option twice during a twelve (12) month billing period.

TERMS AND CONDITIONS

This Rate Rider may not be taken in conjunction with any other rate rider or option except as state. All other terms and conditions, as applicable, under Rate Schedule No. 24 shall apply.

FIXED FUEL FACTOR

The above charges are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 25
LARGE POWER SERVICE RATE

APPLICABILITY

This rate is available to all customers for lighting, power, and heating service with a highest measured demand as defined by the Determination of Billing Demand. Service under this rate shall be limited to customers who otherwise do not qualify for service under the Company's other rates and whose highest measured demand, during the current month and previous (11) month period, exceeded six hundred (600) kW, in any month.

(C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available 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.

(N)

MONTHLY RATE

	Secondary Voltage	Primary Voltage	Transmission Voltage
Customer Charge	\$100.00	\$100.00	\$200.00
Demand Charge per kW	\$21.56	\$20.41	\$19.46
Energy Charge per kWh			
On-Peak	\$0.13292	\$0.12998	\$0.12619
Off-Peak	\$0.00721	\$0.00710	\$0.00695

(C)

(I)(T)

(I,I,I)

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(I,I,I)

The on-peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period.

(N)

MONTHLY MINIMUM

Customer Charge plus the applicable demand charge.

(C)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 25
LARGE POWER SERVICE RATE

DETERMINATION OF BILLING DEMAND

(T)

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

(T)

The billing demand will be the highest of:

A. 600 kW; or,

(T)

B. The maximum demand; or,

(T)

C. 75% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month. ~~The exception to this will occur when the 1/2 on-peak - 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purposes of this paragraph.~~

(C)

(D)

~~When the demand established during the daily off-peak period exceeds the demand established during the daily on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays Monday through Friday.~~

~~Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

The Company may refuse service to another Customer at the same address when service is terminated to avoid or evade payment of the minimum demand charges as set forth in this rate.

(T)

RATING PERIOD SELECTION OPTION

(D)

~~Upon written request by the customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The customer may exercise this option twice during a twelve (12) month billing period.~~

FIXED RATE RIDER

~~This rider is available to new customers with a projected minimum demand of 1,000 KW or existing customers with increased load of at least 1,000 KW as measured by the average~~

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SCHEDULE NO. 25
LARGE POWER SERVICE RATE

of the three (3) highest peaks for the preceding twelve (12) months. Upon the execution of a five (5) year service contract, EPEC will guarantee fixed rates for a two (2) year period. Customers electing to take service under this rider will not be eligible for the Economic Development Rate Schedule No. 33. A new customer is defined as one who has never taken electrical service from EPEC within the Texas service area. Existing businesses which change ownership, location or name do not qualify as new customers, but would instead be treated as existing customers for purposes of this rider. If a business ceases to exist and the premises are occupied by a new owner and a new business is opened, it may qualify as a new customer. The designation as a new customer shall be determined by the Company, subject to the customer's right to seek PUCT review of such determination. (D)

THERMAL ENERGY STORAGE RIDER

This rider is closed to all new service applications. (N)

Available to customers with separately metered Thermal Energy Storage (TES) Systems whose maximum demand does not exceed the maximum demand of the building after completion of the necessary contract arrangements and installation of necessary metering equipment. The billing demand for this separately metered load will be the highest measured thirty (30) minute average kW load established during the on-peak period. (T)

On-Peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday. Off-Peak period shall be all other hours not covered in the on-peak period. (C)

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

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

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows: (C)

$$ADJ = ((kW \times .95 / PF) - kW) \times DC, \text{ where}$$

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LARGE POWER SERVICE RATE

ADJ = Increase to applicable Demand Charge,
kW = Monthly Billing Demand,
PF = Monthly measured Power Factor, and
DC = Demand Charge.

(C)

PRIMARY VOLTAGE DISCOUNT

(D)

~~If electric service is delivered at one of Company's standard primary voltages and the Company is not providing a transformation solely to serve the customer and if the customer owns, operates, and maintains all the facilities for receiving such service at delivery voltage, the following primary voltage discount (PVD) will be given:
PVD = \$0.36 per kilowatt of measured demand.~~

METER VOLTAGE ADJUSTMENT

(N)

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

Adjusted Maximum kW Demand = Metered Maximum kilowatts multiplied by 1.015
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.021

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 = Metered Maximum kilowatts divided by 1.015
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.021

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

(N)

The above rates, excluding the Transmission Voltage rate, are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 25
LARGE POWER SERVICE RATE

MILITARY BASE DISCOUNT RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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

(N)

~~For the purpose of this rate schedule, customers is defined as to include all non-public schools and institutions of higher learning or facilities not eligible under Schedule No. 41, municipal, county, State of Texas and federal installations.~~

(D)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 26
PETROLEUM REFINERY SERVICE RATE

APPLICABILITY

This rate is available to those customers operating petroleum refining facilities whose highest measured demand, as defined by the Determination of Billing Demand, exceeds 3,000 kilowatts (kW).

(T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available shall be alternating current 60 hertz, three phase at a transmission voltage of not less than 115,000 volts. 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.

(C)

MONTHLY RATE

\$550.00 Customer Charge

(I)(T)

Demand Charge per kW	\$20.00
Energy Charge per kWh	\$0.00860

(R)

(I)

The on-peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday, for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period.

(N)

MONTHLY MINIMUM

Customer Charge plus the applicable demand charge plus the facility charge.

(C)

FACILITY CHARGE

The Facility Charge shall be made for necessary construction costs incurred by the Company on behalf of the Customer. The amount and duration of the Facility Charge shall be determined by separate agreement between the Company and the Customer as part of facility construction.

(T)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 26
PETROLEUM REFINERY SERVICE RATE

DETERMINATION OF BILLING DEMAND

(T)

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

(T)

The billing demand will be the highest of:

A. 3,000 kW; or,

(T)

B. The maximum demand; or,

(T)

C. 65% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month. ~~The exception to this will occur when the 1/2 on-peak -- 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purposes of this paragraph.~~

(C)

(D)

~~When the demand established during the daily off-peak period exceeds the demand established during the daily on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays Monday through Friday.~~

~~Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

The Company may refuse service to another customer at the same address when service is terminated to avoid or evade payment of the minimum demand charges as set forth in this rate.

RATING PERIOD SELECTION OPTION

(D)

~~Upon written request by the customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The customer may exercise this option twice during a twelve (12) month billing period.~~

EXPERIMENTAL PETROLEUM REFINERY LOAD RETENTION RIDER

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SCHEDULE NO. 26
PETROLEUM REFINERY SERVICE RATE

In the event that a customer has provided notice to the Company that they will request termination of full service for either a portion or all of their electrical power and energy requirements due to an alternative generation source, the Company may enter into negotiations to establish a lower rate not less than the Company's incremental cost of power and energy as estimated over the term of the contract. Sufficient documentation of the cost estimates used in determining the economic feasibility of a cogeneration facility shall be provided to the Company for their review. The negotiated rate shall be subject to the review and final approval of the PUCT and shall be set forth in a contract whose initial term shall not exceed a period of five (5) years. At the time EPEC files for approval of a rate under this rider, EPEC shall also furnish information to the PUCT regarding EPEC's capacity margin at the time of said filing. This is an experimental rider that will expire on May 1, 1992.

(D)

Chevron U.S.A. Inc. has elected to take service under this rider pursuant to the Final Order in PUCT Docket No. 9086, dated February 23, 1990.

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

(C)

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

MILITARY BASE DISCOUNT RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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

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SCHEDULE NO. 26
PETROLEUM REFINERY SERVICE RATE

issuance. A bill becomes delinquent if not received at the Company by the due date.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 26-A
PETROLEUM REFINERY SERVICE RATE

APPLICABILITY

This rate is applicable to those customers operating petroleum refining facilities whose highest measured demand as defined by the Determination of Demand that exceeds 3,000 kilowatts. 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.

TERRITORY

Within the City Limits of the City of El Paso

TYPE OF SERVICE

Service shall be alternating current 60 hertz, three phase at a transmission voltage of not less than 115,000 volts.

MONTHLY RATE

\$100.00 Customer Charge plus

Demand Charge

\$24.00 per kilowatt for all kilowatts of Demand

Energy Charge

\$0.00645 per kilowatt-hour for all kilowatt-hours

MONTHLY MINIMUM

Customer Charge plus the greater of the demand charge for 3,000 kilowatts or applicable minimum demand charge. Plus facility charge.

FACILITY CHARGE

The Facility Charge shall be made for necessary construction costs incurred by EPEC on behalf of the customers. The amount and duration of the Facility Charge shall be determined by separate agreement between EPEC and the customers as part of facility construction.

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SCHEDULE NO. 26-A
PETROLEUM REFINERY SERVICE RATE

DETERMINATION OF DEMAND

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

~~The billing demand will be the highest of:~~

~~A. 3,000 kilowatts~~

~~B. The maximum demand or~~

~~C. 75% of the highest measured on-peak demand established during billing months of May through October in the 12-month period ending with the current month. The exception to this will occur when the 1/2 on-peak – 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purposes of this paragraph.~~

~~When the demand established during the daily off-peak period exceeds the demand established during the daily on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays Monday through Friday.~~

~~Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

~~The Company may refuse service to another customer at the same address when service is terminated to avoid or evade payment of the minimum demand charges as set forth in this rate.~~

RATING PERIOD SELECTION OPTION

~~Upon written request by the customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The customer may exercise this option twice during a twelve (12) month billing period.~~

PETROLEUM REFINERY LOAD RETENTION RIDER

~~In the event that a customer has provided notice to the Company that they will request~~

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SCHEDULE NO. 26-A
PETROLEUM REFINERY SERVICE RATE

~~termination of full service for either a portion or all of their electrical power and energy requirements due to an alternative generation source, the Company may enter into negotiations to establish a lower rate not less than the Company's incremental cost of power and energy as estimated over the term of the contract. Sufficient documentation of the cost estimates used in determining the economic feasibility of a cogeneration facility shall be provided to the Company for their review.~~

~~Chevron U.S.A. Inc. has elected to take service under this rider.~~

POWER FACTOR ADJUSTMENT

~~If the power factor at the time of the highest measured thirty (30) minute interval kilowatt demand for the entire plant is below 90% lagging, a charge of \$0.0700 per KVAR will be made for each KVAR by which customer's computed KVAR demand exceeds 48.432% of the measured kilowatt demand. If the power factor is greater than or equal to 90%, then no power factor adjustment will be made.~~

FIXED FUEL FACTOR

~~The above rates are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.~~

TERMS OF PAYMENT

~~The due date of the bill for utility service shall not be less than sixteen days after issuance. A bill becomes delinquent if not received at the Company by the due date.~~

TERMS AND CONDITIONS

~~The Company's Rules and Regulations apply to service under this schedule.~~

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SCHEDULE NO. 27
INTERRUPTIBLE POWER SERVICE RATE

APPLICABILITY

Available to all commercial and industrial customers with total firm capacity requirements of at least 5,000 KW, at the sole discretion of the Company and only when the Company has available capacity in excess of its firm system requirements. Interruptible Power Service is available under this schedule only if the utilization of such service is of such character that such service is capable of being interrupted at any time upon request without damage to property or persons and without adversely affecting the public health, safety, and welfare. This schedule is not available for standby, temporary, resale, or interruptible service not in conjunction with other firm service.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service shall be alternating current 60 hertz, three phase at a transmission voltage of not less than 69,000 volts.

MONTHLY RATE

The monthly charge for interruptible power service hereunder, excluding fuel, shall be comprised of the following rate elements:

- (a) ~~a demand charge calculated by multiplying (i) Customer's Interruptible Power Billing Demand times (ii) the quotient of EPEC's test year Texas jurisdictional demand-related transmission costs divided by the sum of the loss-adjusted non-coincident peak demands on an adjusted test year basis for all of EPEC's Texas retail classes that receive firm service; plus~~
- (b) ~~an energy charge calculated by multiplying (i) the Customer's monthly Interruptible Energy times (ii) the quotient of EPEC's test year Texas jurisdictional production- and transmission-related non-fuel variable O&M expenses divided by EPEC's adjusted test year Texas jurisdictional KWH sales at supply; plus~~
- (c) ~~an adder on EPEC's interruptible sales to Customer equal to \$.00325 per KWH of Interruptible Energy.~~

For purposes of calculating the above rates, ~~test year demand-related transmission costs, adjusted test year loss-adjusted non-coincident peak demands, test year production- and transmission-related non-fuel variable O&M expenses, and adjusted test year KWH sales at supply, shall be as determined by the Texas Public Utility Commission rate order in EPEC's most recent general rate case. In the event EPEC has not filed for a rate increase with the Texas Public Utility Commission within two years following the date of entry of the final order in EPEC's last general rate case, or should it be impossible to determine the information necessary to calculate the above rates from the data underlying EPEC's most recent rate order, EPEC and the Customer shall then in that event mutually agree upon the information to~~

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SCHEDULE NO. 27
INTERRUPTIBLE POWER SERVICE RATE

be used for the following twelve month period to calculate the above rates.

The rates for interruptible power service hereunder shall not be subject to any penalties or rewards associated with performance standards applicable to the Palo Verde Nuclear Generating Station.

FIXED FUEL FACTOR

The above rates are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

DETERMINATION OF DEMAND AND ENERGY

Maximum demand will consist of both firm and interruptible demand, and will be defined as the highest thirty (30) minute average kilowatt load determined by measurement. The measured demand will be adjusted for billing when the metering adjustment clause is applicable.

When the maximum demand established during the off-peak period exceeds the maximum demand established during the on-peak period, the Total Billing Demand will be 1/2 of the maximum demand established during the on-peak period plus 1/2 of the maximum demand established during the off-peak period. Otherwise, the Total Billing Demand will be the maximum demand established during the on-peak period. In no event shall Total Billing Demand be less than the Minimum Firm Contract Capacity specified in the Contract for Power Service.

The on-peak period shall be from 10:00 A.M. to 8:00 P.M. Mountain Standard Time for weekdays of Monday through Friday. The off-peak period shall be all other hours of the week not covered in the on-peak period.

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

Firm Power Billing Demand as defined herein shall constitute the "demand used for billing" under the Customer's firm service rate schedule, and shall be billed in accordance with the rate schedule applicable to Customer's firm service. Interruptible Power Billing Demand shall be determined as (1) Total Billing Demand less (2) 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 kilowatt-hours. Firm Energy shall be billed in accordance with the rate schedule applicable to Customer's firm service. Interruptible Energy shall be the difference between the metered kilowatt-hours and the Firm Energy. Interruptible Energy shall be billed in accordance with this rate schedule.

RATING PERIOD SELECTION OPTION

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SCHEDULE NO. 27
INTERRUPTIBLE POWER SERVICE RATE

Upon written request by the customer and approval by EPEC, Customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The customer may exercise this option twice during a twelve (12) month billing period.

CONTRACT FOR SERVICE

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

SCHEDULING PROCEDURES

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

GENERAL CONDITIONS

EPEC may make intentional interruptions at any time and from time to time, at EPEC's sole discretion, for up to 400 hours in any calendar year. However, EPEC may not interrupt the customer (1) due solely to differences in EPEC's marginal cost of energy and the energy-related charges for Interruptible Power Service, or (2) to continue or make non-firm off-system sales. In the event of an interruption for non-emergency purposes, EPEC will provide at least 4 hours notice prior to interruption. In the event of an interruption for emergency conditions, EPEC will attempt to provide as much prior notice as possible but is in no way obligated to give more than 30 minutes notice prior to interruptions. Emergency conditions are deemed to exist at any time, in the judgment of EPEC, that demands for electricity exceed or are expected to be likely to exceed EPEC's available electric supply for whatever reasons including, but not limited to, breakdown of generating units, transmission equipment or other critical facilities; short or long term shortages of fuel or generation, transmission, and other facilities, and requirements or orders of governmental agencies. An hour of interruption shall be any clock-hour or part thereof during which EPEC invokes an intentional interruption. The number of hours of interruption remaining in a calendar year shall be reduced by a minimum of four hours for each interruption occasion, even though the actual interruption may last for a lesser time period. No more than two interruptions may be required in any calendar day.

NON-COMPLIANCE

Customer understands that service under this rate is contingent upon Customers' complete

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SCHEDULE NO. 27
INTERRUPTIBLE POWER SERVICE RATE

~~and timely compliance with EPEC's requests for interruption. If, at any time, Customer fails in whole or in part to implement and maintain any requested load reduction or interruption, Customer shall pay to EPEC as agreed damages, 20 percent of the current month's bill for Interruptible Power Service for each such occurrence. An occurrence shall be defined as non-compliance, in whole or in part for each calendar day subsequent to EPEC's request for interruption. If Customer fails to comply on three separate occasions within a 12-month period, EPEC may, in addition to the damages above, elect to terminate, effective immediately, Interruptible Power Service under the Customer's Contract for Power Service. Customer shall not be required to interrupt load as requested by EPEC if interruption would result in aggregate interruptions that exceed the daily or annual limitations on interruptions set forth herein. In the first 12 months of Interruptible Power Service to Customer, EPEC will not enforce the provisions of this non-compliance section if the actual reductions are equal to or greater than 90% of the requested reduction on each occasion.~~

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.~~

OTHER TERMS AND CONDITIONS

~~During the term of the Customers' Contract for Power Service, Customer may not engage in self-generation other than periodic operation of any existing self-generation facilities, not to exceed a total capacity of 10,000 KW, in place on Customer's premises as of the date of initial execution of the Contract for Power Service.~~

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

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 28
AREA LIGHTING SERVICE RATE

APPLICABILITY

This rate is available to customers who desire overhead outdoor lighting service under the conditions specified herein.

(T)

TERRITORY

Texas Service Area

MONTHLY RATE

MERCURY VAPOR* – OVERHEAD SYSTEM
COMPANY OWNED-WOOD POLE

(T)

	Total Wattage	Per Single Fixture Charge
175W – 7,000 Lumen – 35 FT	195	\$12.79
250W – 11,000 Lumen – 35 FT	275	\$14.29
400W – 20,000 Lumen – 35 FT	460	\$17.49

* Refer to Mercury Vapor Closed to New Installations and Conversion/Replacement of Existing Installations section of the tariff.

(T)

HIGH PRESSURE SODIUM VAPOR – OVERHEAD SYSTEM
COMPANY OWNED-WOOD POLE

(T)

	Total Wattage	Per Single Fixture Charge
100W – 8,500 Lumen – 35 FT	124	\$12.54
250W – 23,200 Lumen – 35 FT	313	\$15.71
150W – 14,400 Lumen – 35 FT	193	\$14.44
400W – 50,000 Lumen – 35 FT	485	\$21.09

(N)

HIGH PRESSURE SODIUM VAPOR FLOODLIGHT
ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)

(T)

	Total Wattage	Per Single Fixture Charge
100W – 9,500 Lumen	137	\$8.19
250W – 27,500 Lumen	330	\$11.31
400W – 50,000 Lumen	490	\$14.32
1000W – 119,500 Lumen	1,103	\$29.74

(C)

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 28
AREA LIGHTING SERVICE RATE

METAL HALIDE FLOODLIGHT ON EXISTING WOOD POLE (DISTRIBUTION OR LIGHTING)			(T)
	Total Wattage	Per Single Fixture Charge	
400W – 38,000 Lumen 35' Pole (CLOSED)	490	\$17.93	(C)
1000W – 115,000 Lumen 35' Pole	1,100	\$31.37	

HIGH PRESSURE SODIUM VAPOR FLOODLIGHT WITH NEW COMPANY WOOD POLE			(T)
	Total Wattage	Per Single Fixture Charge	
100W – 9,500 Lumen 35' Pole	137	\$11.70	(C)
250W – 27,500 Lumen 35' Pole	330	\$14.82	
400W – 50,000 Lumen 35' Pole	490	\$17.83	
1000W – 119,500 Lumen 35' Pole	1,103	\$39.92	
1000W – 119,500 Lumen 45' Pole	1,103	\$41.21	

METAL HALIDE FLOODLIGHT WITH NEW COMPANY WOOD POLE			(T)
	Total Wattage	Per Single Fixture Charge	
400W – 38,000 Lumen 35' Pole (CLOSED)	490	\$28.11	(C)
1000W – 115,000 Lumen 35' Pole	1,100	\$41.55	
1000W – 115,000 Lumen 45' Pole	1,100	\$42.84	

TYPE OF SERVICE

Outdoor all night lighting service contracted for by the Customer for overhead service, automatically controlled, existing standard mercury vapor (refer to Mercury Vapor Closed to New Installations and Conversion/Replacement of Existing Installations section of this tariff) and high pressure sodium vapor, and metal halide luminaire units mounted on Company-owned wood poles. (T)

FACILITIES PROVIDED

The Company will install a 30-foot wood pole, luminaire and necessary equipment and extend overhead secondary wiring up to 125 feet where necessary. The Company will

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 28
AREA LIGHTING SERVICE RATE

own, operate and maintain the installation. Facilities necessary to provide lighting in addition to above will be paid for by the Customer. All facilities installed by the Company will remain the property of the Company. The Company has the option to not install poles and/or luminaires in areas inaccessible to the Company trucks.

(T)
(T)

**MERCURY VAPOR CLOSED TO NEW INSTALLATIONS AND
CONVERSION/REPLACEMENT OF EXISTING INSTALLATIONS**

(T)

Mercury Vapor lamp categories are closed to new installations. The Company will continue to maintain existing Mercury Vapor installations and will, at the Company's option, install High Pressure Sodium Vapor ballasts in place of defective non-repairable Mercury Vapor ballasts. Customers with existing fixtures which are defective and must be replaced, will have the option to convert its service to high pressure sodium vapor lamps or may cancel service at no cost.

(T)

Mercury Vapor Fixture Replacement Schedule

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

Existing Mercury Vapor Lighting:			High Pressure Sodium Vapor Replacement:		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
195	7,000	70	124	8,500	44
275	11,000	98	313	23,200	112
460	20,000	164	313	23,200	112

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

Mercury Vapor Fixture Conversion Or Replacement Of Existing Facilities

Upon the request of the Customer, the Company will convert or replace existing Company owned mercury vapor lighting to applicable Company offered street lighting options other than those indicated above.

(T)

Upon the request of and payment by the Customer, the Company will convert existing Company owned facilities (size or type of luminaire) to a different applicable Company offered size or type of luminaire at an amount equal to all applicable costs less the salvage value of the existing facilities.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 28
AREA LIGHTING SERVICE RATE

Upon the request of and payment by the Customer, the Company will replace existing Company owned lighting facilities at an amount equal to all applicable costs less the salvage value of the existing facilities. Installation of new facilities requested by the Customer will be performed pursuant to the applicable Schedule and lamp category described above.

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor. (T)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled Military Base Discount Recovery Factor. (N)

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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule. (T)

The initial Term of Contract for service under this rate schedule shall be not less than two (2) years. (T)

The Company reserves the right to remove all equipment furnished under this rate schedule, after issuance of disconnect notice, and void the contract if in the opinion of the Company, there is excessive breakage or vandalism of its facilities. (T)

EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 29
TRANSMISSION VOLTAGE SERVICE RATE

APPLICABILITY

Available to all commercial and industrial customers who contract for a specified capacity (Minimum Contract Capacity), commensurate with customer's normal firm load requirements, but in no case less than 5,000 kilowatts of capacity. All service will be taken at one point of delivery designated by the Company and through one meter.

TERRITORY

Texas Service Area

MONTHLY RATE

Demand Charge

\$21.25 per kilowatt for all kilowatts of Demand

Energy Charge

\$0.00645 per kilowatt-hour for all kilowatt-hours

MONTHLY MINIMUM

Demand Charge for the Minimum Contract Capacity or the applicable minimum demand charge, whichever is greater.

In the event the customer has signed a contract for firm demand in conjunction with interruptible power service, then the monthly demand to be billed under this schedule shall be that amount specified in the power sales agreement for firm and interruptible demand.

DETERMINATION OF DEMAND

Maximum demand will be defined as the highest measured thirty (30) minute average kilowatt load determined by measurement. The measured demand will be adjusted for billing when the metering adjustment clause is applicable.

The demand used for billing shall never be less than 75% of the highest measured on-peak demand (adjusted for metering adjustment if applicable) previously established during billing months of May through October in twelve (12) month period ending with the

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(D)

SCHEDULE NO. 29
TRANSMISSION VOLTAGE SERVICE RATE

~~current month nor less than the minimum contract capacity, whichever is greater. The exception to this will occur when the 1/2 on-peak - 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purposes of this paragraph.~~

~~When the demand established during the off-peak period exceeds the demand established during the on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak period demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays Monday through Friday. Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

RATING PERIOD SELECTION OPTION

~~Upon written request by the Customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The Customer may exercise this option twice during the twelve (12) month billing period.~~

FIXED RATE RIDER

~~This rider is available to existing or new customers taking service under this schedule with a minimum contractual monthly demand of at least 8,000 KW. Upon the execution of a three (3) year service contract, EPEC will guarantee fixed rates for the non-fuel component of the monthly rate for at least a two (2) year period or for an extended period at the sole discretion of EPEC. The extended period will not exceed three (3) years. Customers requesting to take service under this rider will not be eligible for the Economic Development Rate Schedule No. 33 as discussed in this schedule.~~

~~In the event the customer has signed a contract for firm demand in conjunction with interruptible power service, then the terms of this rider are not available to the customer unless expressly allowed by EPEC. Such allowance is at the sole discretion of EPEC.~~

PROTECTIVE EQUIPMENT

~~Customer shall provide, at his expense, suitable relaying equipment and devices as specified by the Company so as to protect the Company's System and its service to other electric users from disturbances or faults that may occur on customer's system and equipment. Customer will provide at his expense all voltage regulating devices that are required.~~

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SCHEDULE NO. 29
TRANSMISSION VOLTAGE SERVICE RATE

FACILITIES CHARGE

In the event the Company is required to install and operate additional transmission plant, switching stations or transformation to meet the customer's requirements, a Facilities Charge shall be included under this rate. The installed cost of metering shall be included in determination of the Facilities Charge.

METERING ADJUSTMENT

The Company may, at its option, meter the customer's electrical usage on the low voltage side of customer's substation transformer, in which case the metered quantities will be increased by a percentage which will be based upon calculated transformer losses.

POWER FACTOR ADJUSTMENT

If the power factor at the time of the highest measured thirty (30) minute interval kilowatt demand for the entire plant is below 90% lagging, a charge of \$0.0700 per KVAR will be made for each KVAR by which customer's computed KVAR demand exceeds 48.432% of the measured kilowatt, or adjusted kilowatt demand, whichever is applicable. If the power factor is greater than or equal to 90%, then no power factor adjustment will be made.

FIXED FUEL FACTOR

The above rates are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

EXPERIMENTAL ECONOMIC RECOVERY RIDER

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen days after issuance. A bill becomes delinquent if not received at the Company by the due date.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under the schedule. The Term of Contract under this schedule shall be not less than ten (10) years.

Should a customer be eligible and EPEC elects to provide service under Rate Schedule No. 27 in conjunction with service under this schedule, the provisions of Rate Schedule No. 27 and the customer's Contract for Power Service shall prevail over any inconsistent or otherwise conflicting provisions set forth herein.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30
ELECTRIC FURNACE RATE

APPLICABILITY

This rate is available to customers for lighting and power service who have electric furnaces for metal melting where an individual furnace has a name plate rating of 5,000 kilowatts (kW) or more. This rate is not available to any new or existing customer who takes initial service after May 1, 1980. (T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available shall be at a transmission voltage of 69,000 volts or higher. (T)
The Customer shall furnish and maintain any transformers, regulating equipment and devices required for the furnace operation. 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. (C)

MONTHLY RATE

\$425.00 Customer Charge (N)

Demand Charge per kW	\$13.00	(R)(T)
Energy Charge per kWh		(C)
On-Peak	\$0.18132	(I)
Off-Peak	\$0.00405	(R)

The on-peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period. (N)

MONTHLY MINIMUM

The applicable demand charge. (C)

In the event the Customer has signed a contract for firm demand in conjunction with interruptible power service, then the monthly demand to be billed under this rate schedule shall be that amount specified in the power sales agreement for firm demand. (T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30
ELECTRIC FURNACE RATE

DETERMINATION OF BILLING DEMAND

(T)

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

(T)

The billing demand will be the highest of:

(C)

A. 5,000 kW; or,

B. The maximum demand; or,

C. 65% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month. ~~The exception to this will occur when the 1/2 on-peak – 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purpose of this paragraph.~~

(D)

~~When the demand established during the daily off-peak period exceeds the demand established during the daily on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak period demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time for weekdays Monday through Friday.~~

~~Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

RATING PERIOD SELECTION OPTION

~~Upon written request by the Customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The Customer may exercise this option twice during the twelve (12) month billing period.~~

FIXED RATE RIDER

~~This rider is available to new customers with a projected minimum demand of 1,000 KW or existing customers with increased load of at least 1,000 KW as measured by the average of the three (3) highest peaks for the preceding twelve (12) months. Upon the execution of a five (5) year service contract, EPEC will guarantee fixed rates for a two (2) year period. Customers electing to take service under this rider will not be eligible for the~~

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30
ELECTRIC FURNACE RATE

~~Economic Development Rate Schedule No. 33 as discussed in this schedule. A new customer is defined as one who has never taken electrical service from EPEC within the Texas service area.~~

(D)

~~Existing businesses which change ownership, location or name do not qualify as new customers, but would instead be treated as existing customers for purposes of this rider. If a business ceases to exist and the premises are occupied by a new owner and a new business is opened, it may qualify as a new customer. The designation as a new customer shall be determined by the Company, subject to the customer's right to seek PUCT review of such determination.~~

~~In the event the customer has signed a contract for firm demand in conjunction with interruptible power service, then the terms of this rider are not available to the customer unless expressly allowed by EPEC. Such allowance is at the sole discretion of EPEC.~~

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

(C)

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled Military Base Discount Recovery Factor.

(N)

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.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 30
ELECTRIC FURNACE RATE

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule. (T)

The Term of Contract for service under this rate schedule shall be not less than five (5) years. (T)

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 31
MILITARY RESERVATION SERVICE RATE

APPLICABILITY

This rate is available to the United States Army for Fort Bliss Military Reservation for a minimum contract capacity of 15,000 kilowatts (kW). (T)

TERRITORY

Texas Service Area (C)

TYPE OF SERVICE

The type of service available will be alternating current 60 hertz, three phase at the transmission voltage of 115,000 volts. All service will be taken at the point of delivery designated by the Company. Electric energy will be measured by a single meter, or other measuring device, of each kind needed. (C)

MONTHLY RATE

\$500.00 Customer Charge (N)

Demand Charge per kW	\$16.78	(I)(T)
Energy Charge per kWh		(C)
On-Peak	\$0.14335	(I)
Off-Peak	\$0.00527	(R)

The on-peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday for the months of June through September. Off-Peak period shall be all other hours not covered in the on-peak period. (N)

MONTHLY MINIMUM

Customer Charge plus the applicable demand charge. (C)

In the event the Customer has signed a contract for firm demand in conjunction with interruptible power service, then the monthly demand to be billed under this rate schedule shall be that amount specified in the power sales agreement for firm demand. (T)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 31
MILITARY RESERVATION SERVICE RATE

DETERMINATION OF BILLING DEMAND

(T)

Maximum demand is defined as the highest measured thirty (30) minute average kW load. The measured demand will be adjusted for billing when the metering adjustment clause is applicable.

(T)

The billing demand will be the highest of:

(C)

- A. 15,000 kW; or,
- B. The maximum demand, adjusted per the metered adjustment provision; or,
- C. The demand used for billing shall never be less than 65% of the highest measured demand (adjusted for metering adjustment) established during the billing months of June through September in the twelve (12) month period ending with the current month, nor less than the minimum contract capacity., ~~whichever is greater.~~
The exception to this will occur when the 1/2 on-peak - 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purpose of this paragraph

(D)

~~When the demand established during the off-peak period exceeds the demand established during the on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak period demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time for weekdays Monday through Friday. Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

RATING PERIOD SELECTION OPTION

~~Upon written request by the Customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The Customer may exercise this option twice during the twelve (12) month billing period.~~

METERED ADJUSTMENT

- A. Company metering equipment is installed on the low voltage (14.4 KV) side of substation transformation, therefore, for billing purposes, (1) the metered kW demands shall be increased by 1.035% and (2) the metered kWh usages shall be

(T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 31
MILITARY RESERVATION SERVICE RATE

increased by 0.825%. For purposes of this adjustment, the Ben Milam School kW demand and kWh usage shall be subtracted from the Fort Bliss kW demand and kWh usage before the adjustment. (T)

- B. Ben Milam School. Ben Milam School is located within the Fort Bliss Military Reservation but is a school of the El Paso Independent School District. Presently, Ben Milam School is serviced through Fort Bliss facilities. To compensate Fort Bliss for this usage, the Company shall deduct from Fort Bliss' demand billing, Ben Milam's actual measured demand and energy each month. (T)

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows: (C)

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

MILITARY BASE EXPANSION RIDER (D)

~~Electric service delivered to Ft. Bliss in excess of 31,000 KW associated with the Military Base expansion shall be billed on an all energy rate. All monthly energy above 31,000 KW of demand will be determined by the difference between the total monthly adjusted billing energy delivered to Ft. Bliss Military Reservation and the monthly energy provided at the existing service level of 31,000 KW prorated by the total adjusted monthly load factor.~~

~~MILITARY BASE EXPANSION RATE~~

~~\$0.0395 per kilowatt hour (provided that annual load factor remains at or above 65%)
\$0.0407 per kilowatt hour (if annual load factor for two consecutive years falls below 65%)~~

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor. (T)

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 31
MILITARY RESERVATION SERVICE RATE

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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule. (T)

The Term of Contract under this rate schedule shall not be less than two (2) years. (T)

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(D)

~~EL PASO ELECTRIC COMPANY~~

~~SCHEDULE NO. 33~~
~~ECONOMIC DEVELOPMENT RATE~~

APPLICABILITY

~~This rate is available for the additional maximum demand of an existing manufacturing customer or for the total maximum demand of a new manufacturing customer. The minimum monthly billing demand for any customer to be eligible for service under this rate must be at least 600 KW. This rate is only available to customers who would normally take service under Schedules No. 15. Electrolytic Refining Service, No. 25. Large Power Service, No. 26. Petroleum Refinery Service, No. 29. Transmission Voltage Service, No. 30. Electric Furnace Rate and No. 43. University Service Rate.~~

~~This Rate is also available for additional demand of existing businesses or new businesses and industries in the following targeted sectors:~~

- ~~• Basic manufacturing industries, that is, industries which manufacture a product for sale or resale;~~
- ~~• Regional warehousing and distribution facilities;~~
- ~~• Scientific and industrial research and development facilities;~~
- ~~• Corporate relocations to EPEC's service area, where the Corporation takes electric service in its own name;~~
- ~~• Governmental projects subject to competitive siting;~~
- ~~• Correctional facilities; and~~
- ~~• Non-retail facilities receiving tax abatements.~~

~~Pursuant to Section 6.5 of the Contract executed with the Company, new and existing Customer taking service under Option A of this tariff shall agree to abide by the special provisions with respect to Qualifying Employees. To certify the number of increased Qualifying Employees under Option A of this tariff, Customer will furnish the Company a notarized affidavit from an officer, owner or other appropriate official of the Customer estimating the number of Qualifying Employees directly associated with the new or increased connected load. The Customer will also furnish the Company similar affidavits stating the actual number of Qualifying Employees as of December 31 of each year that this Rate is in effect. Such subsequent written affidavits will be submitted to the Company no later than January 30 of the following year.~~

~~Customers must also furnish Company with a notarized affidavit from an officer, owner, or other official responsible for the decision that resulted in the new load or addition thereto, confirming that availability of the Rate was an important contributing factor in the Customer's decision to add the new or additional load.~~

(D)

~~EL PASO ELECTRIC COMPANY~~
~~SCHEDULE NO. 33~~
~~ECONOMIC DEVELOPMENT RATE~~

TERRITORY

~~Texas Service Area~~

TYPE OF SERVICE

~~The type of service available will be determined by the Company and will normally be single or three phase, at the option of the Company, at a standard Company approved voltage.~~

DEFINITION OF BASE PERIOD

~~For an existing customer, the "Base Period" will be the twelve (12) months immediately preceding the month that service is requested under this rate. The monthly measured demands for the Base Period will be used to determine the additional demand to be billed under this rate.~~

DEFINITION OF FULL-TIME EMPLOYMENT

~~"Full-time employment" is that employment existing at the end of the base period for those whose employment has been regularly scheduled for at least 1,000 hours during the base period for the purpose of normal operations. Full-Time Employment for new customers will be mutually agreed upon between the Company and the customer. Employment verification procedures will be mutually agreed upon between the Company and the customer.~~

DEFINITION OF CAPITAL PLANT INVESTMENT

~~"Capital Plant Investment" is defined as investment in plant expansion greater than or equal to \$500,000 per year, such investment to be made in a reasonable time as determined by the customer contract for service. Capital Plant at the end of the base period, Capital Plant investment for new customers and verification procedures will be mutually agreed upon between the Company and the customer.~~

DEFINITION OF MANUFACTURING CUSTOMER

~~"Manufacturing" is combining or processing components or materials to increase their value for sale in the ordinary course of business but does not include construction.~~

MONTHLY MINIMUM

~~Customer charge plus the demand charge for 600 kilowatts or 3,000 kilowatts or 5,000 kilowatts, as applicable.~~

DETERMINATION OF DEMAND

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

~~The billing demand will be the highest of:~~

- ~~A. 600 kilowatts for customers who would normally take service under Schedule No. 25 or 3,000 kilowatts for customers who would normally take service under Schedule No. 26 or 5,000 kilowatts for customers who would normally take~~

(D)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 33
ECONOMIC DEVELOPMENT RATE

service under Schedule Nos. 15, 29, 30 and 43 or

B. — the maximum demand (adjusted for primary voltage if applicable).

POWER FACTOR ADJUSTMENT

If the power factor at the time of the highest measured thirty (30) minute interval kilowatt demand for the entire plant is below 90% lagging, a charge of \$0.0700 per KVAR will be made for each KVAR by which customer's computed KVAR demand exceeds 48.432% of the measured kilowatt demand. If the power factor is greater than or equal to 90%, then no power factor adjustment will be made.

PRIMARY VOLTAGE DISCOUNT

If electric service is delivered at one of Company's standard primary voltages and the Company is not providing a transformation solely to serve the customer and if the customer owns, operates, and maintains all the facilities for receiving such service at delivery voltage, the following primary voltage discount (PVD) will be given:

PVD = \$0.36 per kilowatt of measured demand

MODIFICATIONS TO MONTHLY DEMAND RATE

The Demand Charge component of the monthly bill will be modified for the additional maximum demand. A multiplier will be applied to the Demand Charge for additional KW as follows:

Option A:

Increase in Number of Full-Time Jobs over Base Period	Contract Years <u>1 & 2</u>	Contract Year <u>3</u>	Contract Year <u>4</u>	Contract Year <u>5</u>
5-25 jobs	.75	.85	.90	.95
26-50 jobs	.70	.85	.90	.95
51 or more jobs	.65	.85	.90	.95

Option B:

Capital Expenditures on New Plant & Equipment within Base Periods	Contract Years <u>1 & 2</u>	Contract Year <u>3</u>	Contract Year <u>4</u>	Contract Year <u>5</u>
\$500,000 to \$1,000,000	.80	.85	.90	.95
\$1,000,001 to 2,000,000	.70	.85	.90	.95
\$2,000,001 or more	.65	.85	.90	.95

(D)

~~EL PASO ELECTRIC COMPANY~~
~~SCHEDULE NO. 33~~
~~ECONOMIC DEVELOPMENT RATE~~

~~BILLING DEMAND ADJUSTMENTS~~

~~Existing Customers~~

~~The above demand modifications shall apply to all KW billed in excess of the billing KW for the corresponding billing month of the base period. Base period billing month KW will be adjusted annually to incorporate a nominal growth rate of 3%. In the event the monthly minimum is invoked, there will be no modification to the demand rate.~~

~~New Customers~~

~~The above demand modification shall apply to all KW.~~

~~FIXED FUEL FACTOR~~

~~The above rates are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel 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.~~

~~TERMS AND CONDITIONS~~

~~The Company's Rules and Regulations apply to service under this schedule.~~

~~The Company and customer will execute a mutually agreeable contract for a term of five (5) years in accordance with the terms of this schedule. This schedule shall remain in effect for five (5) years from the date of approval by the PUCT. As part of this agreement, the customer agrees to meet and discuss the Company's available energy efficiency options.~~

~~The rates contained in this schedule are greater than or equal to the variable cost of providing electric utility service to the participant.~~

~~Existing businesses which change ownership, location or name do not qualify as new customers. Those businesses must assume the same base period KW as though they were continuing businesses since neither new jobs nor new capital investment are created in the Company's service territory. Those businesses may qualify for the EDR as any other existing business does. If a business ceases to exist and the premises are occupied by a new owner and new business is opened, it may qualify as a new customer. The designation as a new customer shall be determined by the Company, subject to the customer's right to seek PUCT review of such determination.~~

~~EL PASO ELECTRIC COMPANY~~

(D)

~~**SCHEDULE NO. 33**
ECONOMIC DEVELOPMENT RATE~~

~~In the event an existing customer's maximum monthly demand falls below the base period monthly maximum demand, Schedule Nos. 15, 25, 26, 29, 30 or 43, as applicable, will prevail. If an existing customer's maximum monthly demand falls below the base period monthly maximum demand, the contract between the Company and the customer will be void and the customer will take service under Schedule Nos. 15, 25, 26, 29, 30 or 43, as applicable. The Company retains the right to modify specific customer contracts so as to insure compliance with PUCT regulation.~~

~~This schedule does not apply to customers who have another source of power which can be substituted for the Company's service unless the other source of power is maintained solely for use in case of interruption of Company's service.~~

~~In order to be eligible for service under this schedule, the additional maximum demand must be accompanied by additional capital plant investment or full-time employment over and above an existing customer's current capital plant investment or full-time employment at the end of the base period. A new customer's capital plant investment or full-time employment at the end of the base period will be zero.~~

~~The Company retains the right to modify this tariff schedule as economic conditions in its Texas service area dictate.~~

~~Any application of this schedule will be in lieu of the Fixed Rate Rider.~~

~~EL PASO ELECTRIC COMPANY~~

(D)

~~**SCHEDULE NO. 33**~~
~~**ECONOMIC DEVELOPMENT RATE**~~

AFFIDAVIT

~~As Officer, Owner or Official of _____ ("this Company"), I am requesting service under El Paso Electric Company's ("EPEC") approved tariff Schedule No. 33, Economic Development Rate, for the new facility or expanded operation located at _____.~~

~~In addition to seeking service under EPEC's tariff Schedule No. 33, I verify that this Company has contacted state or local agencies to determine other economic development assistance this Company might obtain.~~

~~This new load meets the guidelines specified in EPEC's tariff Schedule No. 33 because it will add additional KW of connected load at this location, and it is one of the types of businesses and industries eligible for the discounts as specified in tariff Schedule No. 33. The decision to locate this new facility or expanded operation in EPEC's service area was made on or about _____, and this Company was aware of the existence of EPEC's Economic Development Rate before that date.~~

~~This new facility or expanded operation will either employ an estimated _____ additional full-time employees (as defined by EPEC's tariff Schedule No. 33) or is the result of a capital expenditure of approximately \$_____.~~

~~The Rate contained in EPEC's tariff Schedule No. 33 is an important contributing factor in this Company's decision to expand or locate the facility in EPEC's service area.~~

Signed,

Title

~~On this the _____ day of _____, 19____ personally appeared _____ and having duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts stated therein are true and correct.~~

Notary Public, State of Texas

Typed or Printed Name

My Commission Expires: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 34
COTTON GIN SERVICE RATE

APPLICABILITY

This rate is available to cotton gins for purchase of their entire power requirements from the Company and is applicable to electric service other than separately metered light and miscellaneous office electric load furnished to the cotton gin. (T)

The separately metered lighting and miscellaneous office electric load will be billed under the applicable rate schedule. (T)

Customer's operating season will start September 1st of each year, or such later date as the Customer first takes service. The above season shall not be for a period of less than three (3) months, and the season shall not last longer than eight (8) months or April 30th of the following year, whichever comes first. Electrical usage occurring other than during the regular operating season will be billed on the applicable rate schedule. (T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available 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. (N)

RATE

Customer Charge - \$277.75 Payable in three installments beginning with the first month of the operating season as defined above (C)

	Summer (June through September)	Winter (October through May)
Monthly Demand Charge per kW	\$13.75	\$13.75
Monthly Energy Charge per kWh	\$0.03797	\$0.01797

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 34
COTTON GIN SERVICE RATE

DETERMINATION OF BILLING DEMAND

(T)

Maximum demand will be defined as the highest measured thirty (30) minute average kW load in the preceding twelve (12) month period ending with the current month. Billing demand will be the maximum demand.

(C)

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 38
NOTICED INTERRUPTIBLE POWER SERVICE

(T)

APPLICABILITY

This rate is available to customers with total connected capacity requirements of at least 2,500 kilowatts (kW), and at the sole discretion of the Company 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 1,500 kW. Noticed Interruptible Power Service is available under this rate only if the utilization of such service is of such character that such service is capable of being interrupted at any time, upon request, without damage to property or persons and without adversely affecting the public's health, safety and welfare. This rate is not available for standby, temporary, resale or interruptible service not in conjunction with firm service under other applicable rate schedules.

(T)

(T)

(T)

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

(T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

(N)

The type of service available 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.

MONTHLY RATE

The monthly charge for interruptible power service hereunder, excluding fuel, shall be comprised of the following rate elements:

	Secondary Voltage	Primary Voltage	Transmission Voltage
Demand Charge per kW	\$5.96	\$4.18	\$2.10
Energy Charge per kWh	\$0.00458	\$0.00448	\$0.00434

(C)

(I,I,R)

(R,R,R)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 38
NOTICED INTERRUPTIBLE POWER SERVICE

(T)

~~O&M Energy Adder~~

(D)

~~\$.00325 per kilowatt-hour~~

DETERMINATION OF BILLING DEMAND AND ENERGY

(T)

Maximum demand will consist of both firm and interruptible demand, and will be defined as the highest thirty (30) minute average kW load determined by measurement. ~~The measured demand will be adjusted for billing when the metering adjustment clause is applicable.~~

(T)

(D)

~~When the maximum demand established during the off-peak period exceeds the maximum demand established during the on-peak period, the Total Billing Demand will be 1/2 of the maximum demand established during the on-peak period plus 1/2 of the maximum demand established during the off-peak period. Otherwise, the~~
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.

(C)

~~The on-peak period shall be from 1 0:00 A.M. to 8:00 P.M. Mountain Standard Time for weekdays of Monday through Friday. The off-peak period shall be all other hours of the week not covered in the on-peak period.~~

(D)

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 accordance with this rate schedule.

(T)

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.

(T)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 38
NOTICED INTERRUPTIBLE POWER SERVICE

(T)

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

(T)

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

(T)

(N)

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, at the Company's sole discretion, for up to four hundred (400) hours in any calendar year. However, 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. In the event of an interruption, the Company will provide thirty (30) minute notice prior to interruptions. Emergency conditions are deemed to exist at any time, in the judgment of the Company, that demands for electricity exceed or are expected to be likely to exceed the Company's available electric supply for whatever reasons including, but not limited to, breakdown of generating units, distribution equipment or other critical facilities; short or long term shortages of fuel or generation, distribution, and other facilities, and requirements or orders of governmental agencies.

(T)

(T)

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)

(T)

(C)

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SCHEDULE NO. 38
NOTICED INTERRUPTIBLE POWER SERVICE

(T)

hours each interruption occasion, even though the actual interruption may last for a lesser period. No more than two (2) interruptions may be required in any calendar day.

(C)

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

(T)

NON-COMPLIANCE

(N)

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 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 Customer fails to comply with a request for curtailment shall result in Customer being billed (or re-billed, if necessary) the entire month at the retail rates currently in effect and otherwise applicable to Customer ("Retail Rate"); and
- 2) During such calendar year, the second occasion on which Customer fails to comply with a request for curtailment shall result in 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); and
- 3) During such calendar year, the third occasion on which the Customer fails to comply with a request for curtailment shall result in the immediate suspension of service under the Noticed Interruptible Power Service rate, and Customer will be served and billed for electric service for that entire month and thereafter at the Retail Rate. Additionally, 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 (less amounts previously remitted by Customer for such period). Upon the expiration of twelve (12) months following the date of such failure, Customer may reapply for electric service at Company's then-current interruptible rate. As a condition precedent to the reestablishment of electric service at Company's then-current interruptible rate, Customer must demonstrate its ability to comply with Company's applicable tariff and the terms of Company's then-current interruptible rate agreement.

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30)

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NOTICED INTERRUPTIBLE POWER SERVICE

(T)

minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

(N)

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

MILITARY BASE DISCOUNT RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

(T)

The Company's Rules and Regulations apply to service under this rate schedule.

(N)

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.

(C)

If it is determined at any time by the Company that the Customer has not acted appropriately so that there can be compliance with the provisions of this rider, then the Customer will be immediately billed on the standard rate schedule for firm power for the period since service was first commenced under this rider.

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.

(N)

EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 38 (MP)
INTERRUPTIBLE SERVICE FOR MUNICIPAL PUMPING

APPLICABILITY

Available to all customers with total connected capacity requirements of at least 2,500 KW and not served at a transmission voltage level, and at the sole discretion of the Company 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 1,500 KW. Service is available under this schedule only if the utilization of such service is of such character that such service is capable of being interrupted at any time upon request without damage to property or persons and without adversely affecting the public health, safety and welfare. This schedule is not available for standby, temporary, resale or interruptible service not in conjunction with firm service under other applicable rate schedules. 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.

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

TERRITORY

Within the city limits of the City of El Paso, Texas.

MONTHLY RATE

The monthly charge for interruptible power service hereunder, excluding fuel, shall be comprised of the following rate elements:

Demand Charge

\$3.17 per kilowatt for all kilowatts of Demand

Energy Charge

\$0.00220 per kilowatt-hour

O&M Energy Adder

\$0.00325 per kilowatt-hour

FIXED FUEL FACTOR

The above rates are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

DETERMINATION OF DEMAND AND ENERGY

Maximum demand will consist of both firm and interruptible demand, and will be defined as

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EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 38 (MP)
INTERRUPTIBLE SERVICE FOR MUNICIPAL PUMPING

~~the highest thirty (30) minute average kilowatt load determined by measurement. The measured demand will be adjusted for billing when the metering adjustment clause is applicable.~~

~~When the maximum demand established during the off-peak period exceeds the maximum demand established during the on-peak period, the Total Billing Demand will be 1/2 of the maximum demand established during the on-peak period plus 1/2 of the maximum demand established during the off-peak period. Otherwise, the Total Billing Demand will be the maximum demand established during the on-peak period. In no event shall Total Billing Demand be less than the Minimum Firm Contract Capacity specified in the Contract for Power Service.~~

~~The on-peak period shall be from 1 0:00 A.M. to 8:00 P.M. Mountain Standard Time for weekdays of Monday through Friday. The off-peak period shall be all other hours of the week not covered in the on-peak period.~~

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

~~Firm Power Billing Demand as defined herein shall constitute the "demand used for billing" under the Customer's firm service rate schedule, and shall be billed in accordance with the rate schedule applicable to Customer's firm service. Interruptible Power Billing Demand shall be determined as (1) Total Billing Demand less (2) Firm Power Billing Demand, and shall be billed 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 kilowatt-hours. Firm Energy shall be billed in accordance with the rate schedule applicable to Customer's firm service. Interruptible Energy shall be the difference between the metered kilowatt-hours and the Firm Energy. Interruptible Energy shall be billed in accordance with this rate schedule.~~

CONTRACT FOR SERVICE

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

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 38 (MP)
INTERRUPTIBLE SERVICE FOR MUNICIPAL PUMPING

specified in any preexisting agreement between EPEC and the Customer.

SCHEDULING PROCEDURES

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

GENERAL CONDITIONS

EPEC may make intentional interruptions at any time and from time to time, at EPEC's sole discretion, for up to 400 hours in any calendar year. However, EPEC may not interrupt the customer (1) due solely to differences in EPEC's marginal cost of energy and the energy-related charges for Interruptible Power Service, or (2) to continue or make non-firm off-system sales. In the event of an interruption, EPEC will provide 30 minute notice prior to interruptions. Emergency conditions are deemed to exist at any time, in the judgment of EPEC, that demands for electricity exceed or are expected to be likely to exceed EPEC's available electric supply for whatever reasons including, but not limited to, breakdown of generating units, distribution equipment or other critical facilities; short or long term shortages of fuel or generation, distribution, and other facilities, and requirements or orders of governmental agencies.

An hour of interruption shall be any clock-hour or part thereof during which EPEC invokes an intentional interruption. The number of hours of interruption remaining in a calendar year shall be reduced by each interruption occasion. No more than two interruptions may be required in any calendar day.

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

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.

TERMS AND CONDITIONS

During the term of the Customer's Contract for Power Service, Customer may not engage in self-generation other than periodic operation of any existing self-generation facilities.

If it is determined at any time by the Company that the Customer has not acted appropriately so that there can be compliance with the provisions of this rider, then the Customer will be immediately billed on the standard rate schedule for firm power for the period since service was first commenced under this rider.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 41
CITY AND COUNTY SERVICE RATE

APPLICABILITY

This rate is closed to all new service applications. (N)

This rate 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 reconNECTIONS of existing service points, new customers or new service points shall be allowed to take service under this rate. (C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

(N)

The type of service available 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 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 RATE

\$16.50 Customer Charge (I)(T)

Secondary Voltage	Summer	Winter	(C)
Demand Charge per kW in excess of 15 kW	\$17.67	\$14.67	(I,R)
Energy Charge per kWh			
First 3,000 kWh	\$0.09484	\$0.07953	(R,R)
All additional kWh	\$0.02592	\$0.01061	(I,R)

Primary Voltage	Summer	Winter	(C)
Demand Charge per kW in excess of 15 kW	\$16.50	\$13.50	(I,R)
Energy Charge per kWh			
First 3,000 kWh	\$0.09289	\$0.07789	(R,R)
All additional kWh	\$0.02539	\$0.01039	(I,R)

Summer period shall be the months of May through October. Winter period shall be the months November through April.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 41
CITY AND COUNTY SERVICE RATE

MONTHLY MINIMUM

Customer Charge

DETERMINATION OF BILLING DEMAND

(T)

Maximum demand is defined as the highest measured thirty (30) minute average kW load. Billing demand will be the maximum demand.

(T)

NON-METERED SERVICE

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. All other approved factors are also applicable.

(N)

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-meter load.

THERMAL ENERGY STORAGE RIDER

This rider is closed to all new service applications.

(N)

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 after completion of the necessary contract arrangements and installation of necessary metering equipment. The billing demand for this separately metered load will be the highest measured thirty (30) minute average kW load established during the on-peak period.

(T)

On-Peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday. Off-Peak period shall be all other hours not covered in the on-peak period.

(C)

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.

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EL PASO ELECTRIC COMPANY
SCHEDULE NO. 41
CITY AND COUNTY SERVICE RATE

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

METER VOLTAGE ADJUSTMENT (N)

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

Adjusted Maximum kW Demand = Metered Maximum kilowatts multiplied by 1.015
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.021

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 = Metered Maximum kilowatts divided by 1.015
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.021

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor. (T)

ENERGY EFFICIENCY COST RECOVERY FACTOR (N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

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after July 1, 2010

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 41
CITY AND COUNTY SERVICE RATE

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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after July 1, 2010

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 43
UNIVERSITY SERVICE RATE

APPLICABILITY

This rate is closed to all new service applications. (N)

This rate is available to state universities' main campuses whose highest measured demand as defined by the Determination of Billing Demand exceeds 2,000 kW. (T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

The type of service available 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. (N)

MONTHLY RATE

\$100.00 Customer Charge (N)

	Secondary Voltage	Primary Voltage
Demand Charge per kW	\$16.98	\$16.98
Energy Charge per kWh	\$0.03197	\$0.02267

(C)
(R,R)
(I,I)

MONTHLY MINIMUM

The applicable customer and demand charge. (C)

DETERMINATION OF BILLING DEMAND

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

The billing demand will be the highest of:

- A. 2,000 kW; or, (T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 43
UNIVERSITY SERVICE RATE

- B. The maximum demand; or, (T)
- C. 75% of the highest measured demand established during the billing months of June through September in the twelve (12) month period ending with the current month. The exception to this will occur when the 1/2 on-peak - 1/2 off-peak provision is invoked. At that time, the measured billing demand shall be used for the purposes of this paragraph. (C)
(D)

~~When the demand established during the daily off-peak period exceeds the demand established during the daily on-peak period, the demand used for billing will be 1/2 the on-peak period demand plus 1/2 the off-peak demand.~~

~~On-peak period shall be from 10:00 A.M. to 8:00 P.M., Mountain Standard Time, for weekdays of Monday through Friday.~~

~~Off-peak period shall be all other hours of the week not covered in the on-peak period.~~

RATING PERIOD SELECTION OPTION

~~Upon written request by the customer and approval by the Company, a customer may shift his 10-hour peak period for billing purposes by two (2) hours around the normally defined on-peak period. The customer may exercise this option twice during a twelve (12) month billing period.~~

FIXED RATE RIDER

~~This rider is available to state universities with increased load of at least 1,000 KW as measured by the average of the three (3) highest peaks for the preceding twelve (12) months. Upon the execution of a five (5) year service contract, EPEC will guarantee fixed rates for a two (2) year period. Customers electing to take service under this rider will not be eligible for the Economic Development Rate Schedule No. 33.~~

THERMAL ENERGY STORAGE RIDER

This rider is closed to all new service applications. (N)

Available to state universities with separately metered Thermal Energy Storage (TES) Systems whose maximum demand does not exceed the maximum demand of the building after completion of the necessary contract arrangements and installation of necessary metering equipment. The billing demand for this separately metered load will

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SCHEDULE NO. 43
UNIVERSITY SERVICE RATE

be the highest measured thirty (30) minute average kW load established during the on-peak period. (T)

On-Peak period shall be from 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday. Off-Peak period shall be all other hours not covered in the on-peak period. (C)

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

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

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows: (C)

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

METER VOLTAGE ADJUSTMENT

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

Adjusted Maximum kW Demand = Metered Maximum kilowatts multiplied by 1.015
Billing kilowatt-hours = Metered kilowatt-hours multiplied by 1.021

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 = Metered Maximum kilowatts divided by 1.015
Billing kilowatt-hours = Metered kilowatt-hours divided by 1.021

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 43
UNIVERSITY SERVICE RATE

PRIMARY VOLTAGE DISCOUNT

(D)

~~If electric service is delivered at one of the Company's standard primary voltages and the Company is not providing a transformation solely to serve the customer and if the customer owns, operates and maintains all the facilities for receiving such service at delivery voltage, the following primary voltage discount (PVD) will be given:~~

~~_____ PVD = \$0.36 per kilowatt of measured Demand~~

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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EL PASO ELECTRIC COMPANY

(D)

SCHEDULE NO. 43 - TOU
EXPERIMENTAL STATE UNIVERSITY SERVICE TIME-OF-USE RATE

APPLICABILITY

This rate is available to state university facilities which have a highest measured demand, as defined by the Determination of Demand, of not less than 150 kilowatts or greater than 2000 kilowatts during the previous 12 months. 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. This rate is available until the earlier of the date when rates become effective in the Company's next general rate proceeding or January 1, 2012, at which time it will be subject to modification, extension or termination by the applicable regulatory authority.

TERRITORY

City of El Paso

MONTHLY RATE

On-Peak Energy Base Rate

\$0.13550 per KWH for all energy measured within the On-Peak hours between 12:00 P.M. to 6:00 P.M. MST, Monday through Friday for the months of June through September.

Off-Peak Energy Base Rate

\$0.05370 per KWH for all energy measured for all other hours not defined as On-Peak hours.

DETERMINATION OF DEMAND

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of Company's Tariff Schedule No. 98 entitled Fixed Fuel 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.

TERMS AND CONDITIONS

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~~EL PASO ELECTRIC COMPANY~~

(D)

~~SCHEDULE NO. 43 - TOU~~
~~EXPERIMENTAL STATE UNIVERSITY SERVICE TIME-OF-USE RATE~~

The Company's Rules and Regulations apply to service under this schedule.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 45
SUPPLEMENTARY POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Rate III: ~~Customer charge plus the minimum demand within the standard rate selections currently in effect and applicable to the customer, as specified in the monthly rate above.~~

(D)

Rate IV: Demand charge for the Minimum Contract Capacity or the applicable minimum demand charge, whichever is greater.

COMMON PROVISIONS

Interconnection Charge:

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

(T)

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.

(T)

(T)

(T)

The Company shall provide a detailed estimate of the cost of interconnection within thirty (30) days of receipt of the approved written application for interconnection. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

(C)

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements to the appropriate party shall be made for any difference between the actual and estimated cost of interconnection. In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 5.3178% 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 5.3178% 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. 46
MAINTENANCE POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

APPLICABILITY

This rate is available to qualifying facilities and to Customers taking service from a third party qualifying facility which qualifies as a small power production and 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. (C)

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. (C)

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 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. (T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

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

Maintenance power means electric energy or capacity supplied by the Company during scheduled outages of the qualifying facility to replace energy and/or capacity ordinarily supplied by the qualifying facility.

~~Maintenance Power Service: Firm power service provided in pre-specified blocks of capacity on a scheduled basis to replace capacity and energy normally generated by customer during periods when a customer's generation facility is not available due to a~~ (D)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46
MAINTENANCE POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

~~maintenance outage, and Customer's total purchase demand does not exceed the Supplementary Power Demand established during the billing month.~~ (D)

MAINTENANCE POWER SERVICE RATE (T)

The Maintenance Power Service rate shall be the retail rates currently in effect and applicable to the Customer absent its qualifying facility generation. No demand ratchet will apply to this service. (C)

~~Rate I: Applicable to commercial or industrial customers with qualifying facilities whose contract capacity is 15 kilowatts (KW) or less.~~ (D)

~~Rate II: Applicable to commercial or industrial customers with qualifying facilities whose contract capacity is between 15 KW through 600 KW.~~

~~Rate III: Applicable to commercial or industrial customers with qualifying facilities whose contract capacity is between 600 KW through 5,000 KW.~~

~~Rate IV: Applicable to commercial or industrial customers with qualifying facilities whose contract capacity for Supplementary Power Service is 5,000 KW or more.~~

~~The monthly demand charge shall be the greater of the product of (i) the capacity which had been scheduled in advance by the customer or (ii) the minimum demand of the rate classification group and the demand charge stated below adjusted by a monthly scheduled outage rate to reflect the duration of the scheduled outage. The monthly scheduled outage rate shall be calculated by dividing the number of days that Maintenance Power Service had been scheduled by the total number of days within that billing month.~~

	I	II	III	IV	
Customer Charge	\$6.50	\$165.00	\$255.00	\$155.00	
Demand Charge per KW		\$ 8.38	\$ 10.13	\$ 10.63	
Energy Charge	\$0.10970	\$0.02781	\$0.01832	\$0.00645	per KWH for all KWH

DELIVERY SERVICE CHARGE (N)

A delivery service charge will be billed to the Customer during the months that maintenance power service is not utilized by the qualifying facility. The delivery service charge shall be:

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SCHEDULE NO. 46
MAINTENANCE POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Primary Delivery	\$2.14	\$2.21
Secondary Delivery	\$3.61	\$3.62

(N)

Minus any Delivery Service Charges applied pursuant to the provisions of the Company's Tariff Schedule No. 47, Backup Power Service for Cogeneration and Small Power Production Facilities or Schedule No. 51, Interruptible Power Service for Cogeneration and Small Power Production Facilities, but not less than zero.

DETERMINATION OF DEMAND CHARGE

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

DETERMINATION OF CONTRACT CAPACITY

The contract capacity for the purpose of this rate shall be the amount of capacity, expressed in 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 for each month thereafter, unless and until exceeded by a still higher kW demand which in turn shall be subject to the foregoing conditions.

(T)

COMMON PROVISIONS

Interconnection Charge:

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

(T)

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.

(T)

(T)

(T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46
MAINTENANCE POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

The Company shall provide a detailed estimate of the cost of interconnection within thirty (30) days of receipt of the approved written application for interconnection. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company. (C)

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements to the appropriate party shall be made for any difference between the actual and estimated cost of interconnection. In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 5.3178% 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 5.3178% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

POWER FACTOR ADJUSTMENT

~~For those customers under Rate III and Rate IV:~~ (D)

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows: (C)

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor. (T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor. (N)

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96,

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46
MAINTENANCE POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

entitled Military Base Discount Recovery Factor.

(N)

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.

TERMS AND CONDITIONS

The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

(T)

This rate 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 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 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 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.

(T)

(C)

(T)

(T)

(T)

INDEMNITY CLAUSE

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

(D)

SPECIAL PROVISIONS

~~A. In the event a customer receives a combination of services providing for separate customer charges, only the greater of the separate customer charges shall be applied.~~

(D)

~~B. If the contracted capacity as determined above exceeds 15 KW, the Company shall install a recording meter for purposes of measuring power taken under this service schedule.~~

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

(T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 46
MAINTENANCE POWER SERVICE FOR
COGENERATION AND SMALL POWER PRODUCTION FACILITIES

- 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. (T)
- 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, by written request by the Customer and written consent of the Company, such excess use of capacity will be billed as Supplementary Power. (T)
- C. A qualifying facility shall schedule its maintenance by giving the Company advance notice on the length of the outage as follows: (T)
- | <u>Pre-Scheduled
Maintenance Outage</u> | <u>Required
Advanced Notice</u> |
|---|-------------------------------------|
| 1 day or less | 5 calendar days |
| 2 to 5 days | 30 calendar days |
| 6 to 30 days | 90 calendar days |
- D. Maintenance power 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. (T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

APPLICABILITY

This rate is available to qualifying facilities and to Customers taking service from a third party qualifying facility which qualifies as a small power production and 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. (C)

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 Backup Power Service provided by the Company by means of a double-throw switch.

This rate 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). (C)

TERRITORY

Texas Service Area

TYPE OF SERVICE

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

Backup power means electric energy or capacity supplied by the Company during an unscheduled outage of the qualifying facility to replace energy or capacity ordinarily supplied by the qualifying facility.

~~Backup Power Service: Firm power service provided in contracted blocks of capacity on an unscheduled basis to replace capacity and energy normally generated by customer during periods when a Customer's generation facility experiences an unscheduled forced outage, and Customer's total purchases demand does not exceed the Supplementary Power Demand established during the billing month.~~ (D)

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

BACKUP POWER SERVICE RATE

(T)

The Backup Power Service Rate shall be the retail rates currently in effect and applicable to the Customer absent its qualifying facility generation. No demand ratchets or power factor penalties will apply to this service.

(C)

~~Rate I: — Applicable to commercial or industrial customers with qualifying facilities whose contract capacity is 15 kilowatts (KW) or less.~~

(D)

~~Rate II: — Applicable to commercial or industrial customers with qualifying facilities whose contract capacity is between 15 KW through 600 KW.~~

~~Rate III: — Applicable to commercial or industrial customers with qualifying facilities whose contract capacity is between 600 KW through 5,000 KW.~~

~~Rate IV: — Applicable to commercial or industrial customers with qualifying facilities whose contract capacity for Supplementary Power Service is 5,000 KW or more.~~

~~The monthly demand charge shall be the product of the Backup Power Service Demand, as defined in the following sections, and the demand charge stated below adjusted by a monthly forced outage rate to reflect outage hours of the customer's generation unit(s). The monthly forced outage rate is defined as the Monthly Forced Outage Rate and is calculated as the total number of hours during which Backup Power Service was provided during the billing month, divided by the total number of operating hours in that month. In no event will the actual monthly forced outage rate be less than zero.~~

	I	II	III	IV	
Customer Charge	\$6.50	\$165.00	\$255.00	\$155.00	
Demand Charge per KW		\$ 16.75	\$ 20.25	\$ 21.25	
Energy Charge	\$0.10970	\$0.02781	\$0.01832	\$0.00645	Per KWH for all KWH

MONTHLY MINIMUM

~~Customer Charge plus the applicable Minimum Monthly Reservation Factor and energy charges.~~

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

MONTHLY RESERVATION FEE

(T)

A monthly reservation fee will be charged in the months that backup power is not utilized by the qualifying facility. The reservation fee will be the retail rates currently in effect and applicable to the Customer absent its qualifying facility generation times the greater of ten (10) 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 month period ending with the current month times the monthly contracted capacity demand.

(C)

~~For customers contracting for service under this schedule a minimum monthly reservation factor per KW of contract capacity will be charged as follows: Rate I: _____ n/a~~

(D)

~~Rate II: _____ .10~~

~~Rate III: _____ .10~~

~~Rate IV: _____ .10~~

~~This rate assumes a minimum monthly reservation factor (MRF) for backup power service of 10% for the first three years. At the end of the first three years billing, the actual three year average Forced Outage Rate (FOR) experienced by the individual customer's cogeneration system shall replace the initial 10% MRF. The determination of FOR will be calculated based on a weighted average of actual backup demand during each forced outage period. The initial startup period of 3 months will be excluded from the calculation of the three year average Forced Outage Rate.~~

DELIVERY SERVICE CHARGE

(N)

A delivery service charge will be billed to the Customer during the months that backup power is not utilized by the qualifying facility. The delivery service charges shall be:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Primary Delivery	\$2.14	\$2.21
Secondary Delivery	\$3.61	\$3.62

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

DETERMINATION OF DEMAND

(D)

~~The Backup Power Service Demand to be used in billing shall be the highest measured thirty (30) minute kilowatt average load for customers who take only Backup Power Service. The Backup Power Service Demand, for those customers that receive a combination of Maintenance Power Service and Backup Power Service, shall be the greater of (i) the highest measured thirty (30) minute kilowatt average load during periods of forced outages when Maintenance Power Service was not scheduled or (ii) the highest thirty (30) minute kilowatt average load less the scheduled Maintenance Power Service during periods of forced outages when Maintenance Power Service was scheduled. The Backup Power Service Demand for those customers that received Supplementary Power Service shall be based on metered demand, less demand attributed to Supplementary Power and/or Maintenance Power.~~

DETERMINATION OF CONTRACT CAPACITY

The contract capacity for the purpose of this rate schedule shall be the amount of capacity, expressed in 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.

(T)

COMMON PROVISIONS

Interconnection Charge:

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

(T)

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.

(T)

(T)

(T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

The Company shall provide a detailed estimate of the cost of interconnection within thirty (30) days of receipt of the approved written application for interconnection. The Customer shall pay the full amount of the estimated interconnection costs at the time notice to interconnect is provided to the Company.

(C)

Upon completion of the interconnection, the actual costs shall be computed by the Company and reimbursements to the appropriate party shall be made for any 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 5.3178% 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 5.3178% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

POWER FACTOR ADJUSTMENT

For those customers under Rate III and Rate IV:

(D)

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

(C)

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

(T)

ENERGY EFFICIENCY COST RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 97, entitled Energy Efficiency Cost Recovery Factor.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

MILITARY BASE DISCOUNT RECOVERY FACTOR

(N)

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

(T)

This rate 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 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 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 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.

(T)

(T)

(C)

(T)

(T)

(T)

(T)

(T)

(T)

(T)

INDEMNITY CLAUSE

(D)

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

SPECIAL PROVISIONS

~~A. In the event a customer receives a combination of services providing for separate customer charges only the greater of the separate charges shall be applied.~~

~~B. If the contracted capacity as determined above exceeds 15 KW, the Company shall install a recording meter for purposes of measuring power taken under this service schedule.~~

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 47
BACKUP POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

~~C. — On the date the meter is read the customer must provide the Company with the date and times of all forced outage hours that occurred in that billing month. If such information is not provided on the day the meter is read, then the demand charge to be applied for Backup Power Service Demand shall be the same as the demand charge under Supplementary Power Service.~~

(D)

~~D. — The following defines outage type for operational purpose:~~

~~1. — Forced Outage: An unplanned component failure or other condition that requires the unit(s) be removed from service immediately.~~

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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

(T)

APPLICABILITY

This rate 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.

(T)

(T)

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 the Texas Public Utility Regulatory Act §39.916.

(T)

(N)

~~This rate schedule is limited to purchases of non-firm energy delivered at a rate of 4,000 KW or less.~~

(D)

TERRITORY

Texas Service Area

MONTHLY RATE

Customer Charge, payable to the Company by the Customer

(T)

\$ 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

(T)

For qualifying facilities and distributed renewable generation facilities who provide non-firm energy at a rate of 100 kW or less, the monthly energy payment rate shall be the lesser of the Company's cost of fuel and purchased power per kWh for the billing month in which the energy was received or, the Company's avoided energy cost as determined by averaging the Daily Peak and Daily Off-Peak values for 1 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)

(C)

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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

(T)

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

(T)

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:

(C)

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 or holidays.

~~The Company shall, within twenty (20) days after the end of the applicable billing cycle, pay the Customer for all energy purchased at the above specified base rates. In the month following such payment, the Company shall compute the actual energy rate for each rating period, in accordance with the guidelines established in the preceding Section A, for the applicable billing month. To the extent that the actual energy rates in the previous month deviate from the base rates, the Company shall adjust the current month's energy payment accordingly.~~

(D)

KILOVAR FLOW

~~Neither the Customer nor the Company shall be entitled to receive kilovars from the other Party. Neither the Customer nor the Company shall be obligated to supply kilovars to the other Party. The Customer and the Company shall cooperate to minimize the nonbeneficial flow of kilovars between the systems.~~

TYPE OF SERVICE

Type of service 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

(T)

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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

(T)

Company customers. The Company reserves the right to discontinue any qualifying facility that causes harmful or annoying voltage fluctuations.

(T)

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.

(T)

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.

(T)

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

(T)

A. Metering through two 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.

(T)

(T)

(T)

B. Metering through two meters with one measuring the Customer's total consumption and the other measuring the total production of the qualifying facility.

(T)

For those customers with qualifying facilities that have a design capacity of 50 kW or less and that utilize a renewable energy resource, the Company will provide the additional option of interconnection through a single meter that runs forward and backward.

(T)

Measured net consumption shall be billed under the standard tariff schedule applicable to the Customer and measured net production shall be purchased in accordance with the provisions of this rate schedule. This net metering option is not available if a contract for interconnection or the purchase of electricity is executed after December 31, 2008.

(T)

(N)

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

(T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 48

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

(T)

safe and practical operation.

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.

(T)

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

(T)

INTERCONNECTION COSTS

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

(C)

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 within four (4) weeks of receipt of the approved written application for interconnection. 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 to the appropriate party shall be made for any difference between the actual and estimated cost of interconnection. In addition, customers with a design capacity greater than 100 kW shall pay an annual charge of 5.3178% 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 5.3178% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

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

(T)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. 48

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

(T)

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.

(T)

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.

(T)

(T)

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.

(T)

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.

(T)

(T)

INDEMNITY

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

(T)

TERMS AND CONDITIONS

The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

(T)

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.

(T)

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 order to comply with the directive of Public Utility Regulatory Act of 1995 (PURA) Section 2.2141, this rate discount is available to any facility of any four-year state university or upper-level institution. This rate is only available as a rate discount in conjunction with a Customer's applicable standard rate schedule currently in effect.

(T)

TERRITORY

Texas Service Area

MONTHLY BASE RATE DISCOUNT

A discount of 20% will be deducted from the base portion of the Customer's applicable tariffed rate for electric service. The base portion includes: Customer Charge, Demand Charge and Base Energy Charge (exclusive of Fixed Fuel Factor and Energy Efficiency Cost Recovery Factor).

(T)

(C)

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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

(T)

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

(T)

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

(T)

EL PASO ELECTRIC COMPANY

(D)

**SCHEDULE NO. 50
ACCESSIBLE UTILITY INFORMATION**

APPLICABILITY

~~This Load Data Request form applies to aggregate class data only. Individual customer data cannot be requested without the prior approval and written permission of the customer.~~

TERRITORY

~~Texas Service Area~~

Load Data

~~Historical Data~~

~~Previous to January 1998, data is only available in the hard copy format listed herein. Historical data for 1996 and 1997 will be available according to the following table.~~

~~New Data~~

~~Data from January 1998 forward will be available in hard copy or computer readable format. Each time period can be as short as one day and up to a maximum of one month. Data available for request is between the 3 (three) months prior to the current date and 27 (twenty-seven) months prior to the current date. Summary statistics and peak day hourly profiles will be posted on the EPE website for the previous years' load studies. Data requested for download through EPE's website will require a credit card account for payment.~~

~~Special Data~~

~~Data is generally available in the format compiled by EPE during the normal course of business. A specific request requiring information in a different format will be subject to a separate labor charge for data extraction. Charges for copies shall be the same as stated below.~~

EL PASO ELECTRIC COMPANY

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ACCESSIBLE UTILITY INFORMATION

Historical Data	Hard Copy Format/Year	Soft Copy Format	Internet Site Acquisition	Fax
Hourly Load Profiles for Specific Days 1996-1997	\$0.10/page (plus postage)	N/A	N/A	N/A
Monthly Load Profiles	\$0.10/page (plus postage)	N/A	N/A	N/A Large Volume
Summary Statistics and Load Research Reports	\$0.10/page (plus postage)	N/A	N/A	N/A

1998 Forward Data	Hard Copy Format/Year	Soft Copy Format	Internet Site Acquisition	Fax
Hourly Load Profiles for Specific Days 1998 Forward	\$0.10/page (plus postage)	\$5.00/diskette	Available after 06/99	N/A
Monthly Load Profiles	\$0.10/page (plus postage)	\$5.00/diskette	N/A Large Volume	N/A Large Volume
Summary Statistics and Load Research Reports	\$0.10/page (plus postage)	\$5.00/diskette	Available after 06/99	N/A

Tariff

Tariffs for El Paso Electric are available in the following formats at each listed price.

	Hard Copy Format	Soft Copy Format	Internet Site Acquisition	Fax
Tariffs	\$0.10/page (plus postage)	\$5.00/diskette	Available after 06/99	Limited to 10 pages

Appliance Saturation Survey Reports

The Residential Appliance Saturation Surveys are available for the years listed on the Addendum Section of this Schedule. These are only available in hard copy format at \$0.10/page plus postage. Appliance Saturation Surveys are not necessarily available for consecutive years. The latest Residential Appliance Survey was performed in 1997.

Basic Information Needed To Process Data Request

Please send all requests to the Economic and Rate Research Department at the following address:

El Paso Electric

EL PASO ELECTRIC COMPANY

(D)

ACCESSIBLE UTILITY INFORMATION

123 West Mills
M.S. 122
El Paso, Texas 79901

LOAD DATA

Format, if applicable _____ Hard Copy _____ Soft Copy
Customer Class _____
Start Date (mm/dd/yy) _____
End Date (mm/dd/yy) _____

Reply Information

Name _____
Company _____
Address _____
City/State/ZIP _____
E-Mail Address _____

TARIFF

Format, if applicable _____ Hard Copy _____ Soft Copy
Requested Information _____ Individual Tariff _____ Texas Tariff Book
If individual tariff requested, please complete the following:
Rate Number _____
Rate Schedule Name (if known) _____

~~EL PASO ELECTRIC COMPANY~~

(D)

ACCESSIBLE UTILITY INFORMATION

Reply Information

Name _____
Company _____
Address _____
City/State/ZIP _____
E-Mail Address _____

~~APPLIANCE SATURATION STUDIES~~

Requested Report

Texas _____ New Mexico _____

Reply Information

Name _____
Company _____
Address _____
City/State/ZIP _____
E-Mail Address _____

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ACCESSIBLE UTILITY INFORMATION

Addendum to Schedule No. 50

Appliance Saturation Studies

1980 Texas Residential Appliance Survey Book 1
1980 Texas Residential Appliance Survey Book 2
1980 New Mexico Residential Appliance Survey Book 1
1980 New Mexico Residential Appliance Survey Book 2
1982 Tex. & N. Mex. Residential Appliance Saturation Study #1
1982 Tex. & N. Mex. Residential Appliance Saturation Study #2
1985 Appliance Saturation Study
New Mexico Lighting
RESS91 Residential Saturation Survey
RES97 Residential Appliance Saturation

Load Research Reports

Residential Service _____ 1983-1985
General Service _____ 1983-1995
Commercial/Industrial _____ 1982-1994
City/County _____ 1993-1994
Load Research Annual Report
_____ Phase I Standard Load Reports _____ 1996-1997
_____ Phase I Standard Load Reports _____ 1997-1998
_____ Phase II Hourly Graphical Analysis _____ 1996-1997
_____ Phase II Hourly Graphical Analysis _____ 1997-1998

Load Studies Based on Customer Groupings

Residential

_____ Rate 01 Residential Service Rate

General Service

_____ Rate 24 General Service Rate

Commercial/Industrial

_____ Rate 02 Small Commercial Service

_____ Rate 15 Electrolytic Refining Service

_____ Rate 25 Large Power Service

_____ Rate 26 Petroleum Refining Service

_____ Rate 27 Interruptible Power Service for Transmission Voltage customers

_____ Rate 29 Transmission Voltage Service

_____ Rate 38 Interruptible Power Service for Large Power Service customers

_____ Rate 30 Electric Furnace Rate

_____ Rate 31 Military Reservation Rate

_____ Rate 34 Cotton Ginning Service

*Load studies exist for each individual rate class

City/County

_____ Rate 41 City and County Service (billing and load studies divide this rate class into school and non-school)

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ACCESSIBLE UTILITY INFORMATION

Load Studies Based On Customer Groupings

Load studies are also performed for the Texas State Agency accounts (aggregated)

— Rate 08 — Governmental Street Lighting and Signal Service — municipal street and area lighting and traffic light service

— Rate 11 — Municipal Pumping Service — water pumping, waste water treatment, water treatment, sewage lift stations.

— Rate 22 — Irrigation Service

Market Studies And Other Reports

Deliberative Poll Results

Energy Efficiency Plans for the Years 1994, 1995, 1996-1997

Handouts — Offered To Customers Free Of Charge

Home Energy Savings Guide

Residential Self-Audit — English

Residential Self-Audit — Spanish

Commercial/Industrial Self-Audit

Apartment Dwellers Guide to Efficient Energy Use

Business Resource Guide

Your Rights As A Customer — English/Spanish

Calculations Energy Savings

How to Save Energy — Spanish

Pay Yourself by Cutting Energy Costs

Business Without Borders

Programs & Incentives for El Paso Businesses

Your Interactive Guide to Where Profits Begin

El Paso Electric Company Energy Services Business Unit

El Paso Electric Meeting the Y2K Challenge

Public Safety Around Electrical Facilities — English/Spanish

El Paso Electric Company Corporate Contribution Policy and Procedures

A Renewed Partnership

How to Buy Energy Efficient Appliances

Energy Efficiency for All Electric Apartments

ESBulletin

EL PASO ELECTRIC COMPANY

(N)

SCHEDULE NO. 51
INTERRUPTIBLE POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

APPLICABILITY

This rate is available to qualifying facilities and to Customers taking service from a third party qualifying facility which qualifies as a small power production and 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.

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 Interruptible Power Service provided by the Company by means of a double-throw switch.

TERRITORY

Texas Service Area

TYPE OF SERVICE

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

Interruptible power means 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 the Noticed Interruptible Power Service rates currently in effect and applicable to the Customer absent its qualifying facility generation.

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 (10) percent of the monthly contracted capacity demand or the experienced annual Forced Outage Rate (FOR) of the Customer expressed in percentage terms of the

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SCHEDULE NO. 51
INTERRUPTIBLE POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

qualifying facility for the most recent twelve 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 nor backup power is utilized by the qualifying facility. The delivery service charges shall be:

Delivery Service Charge Per kW of Contract Capacity	Connected Load Up To 600 kW	Connected Load In Excess of 600 kW
Primary Delivery	\$2.14	\$2.21
Secondary Delivery	\$3.61	\$3.62

Minus any Delivery Service Charges applied pursuant to the provisions of the Company's Tariff Schedule No. 47, Backup Power Service for Cogeneration and Small Power Production Facilities, or Schedule No. 46, Maintenance Power Service for Cogeneration and Small Power Production Facilities, but not less than zero.

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, 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 within thirty (30) days of receipt of the approved written application for interconnection. 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

EL PASO ELECTRIC COMPANY

(N)

SCHEDULE NO. 51
INTERRUPTIBLE POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

Company and reimbursements to the appropriate party shall be made for any 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 5.3178% 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 5.3178% is payable by the Customer in monthly installments at the rate of one-twelfth (1/12) of the annual charge per month.

GENERAL CONDITIONS

The Company may make intentional interruptions at any time and from time to time, at the Company's sole discretion, for up to four hundred (400) hours in any calendar year. However, 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. In the event of an interruption, the Company will provide thirty (30) minute notice prior to interruptions. Emergency conditions are deemed to exist at any time, in the judgment of the Company, that demands for electricity exceed or are expected to be likely to exceed the Company's available electric supply for whatever reasons including, but not limited to, breakdown of generating units, distribution equipment or other critical facilities; short or long term shortages of fuel or generation, distribution, and other facilities, and requirements or orders of governmental agencies.

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. No more than two (2) interruptions may be required in any calendar day.

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:

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EL PASO ELECTRIC COMPANY

(N)

SCHEDULE NO. 51
INTERRUPTIBLE POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

- 1) During a calendar year, the first occasion on which Customer fails to comply with a request for curtailment shall result in Customer being billed (or re-billed, if necessary) the entire month at the retail rates currently in effect and otherwise applicable to Customer ("Retail Rate"); and
- 2) During such calendar year, the second occasion on which Customer fails to comply with a request for curtailment shall result in 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); and
- 3) During such calendar year, the third occasion on which the Customer fails to comply with a request for curtailment shall result in the immediate suspension of service under the Noticed Interruptible Power Service rate, and Customer will be served and billed for electric service for that entire month and thereafter at the Retail Rate. Additionally, 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 (less amounts previously remitted by Customer for such period). Upon the expiration of twelve (12) months following the date of such failure, Customer may reapply for electric service at Company's then-current interruptible rate. As a condition precedent to the reestablishment of electric service at Company's then-current interruptible rate, Customer must demonstrate its ability to comply with Company's applicable tariff and the terms of Company's then-current interruptible rate agreement.

POWER FACTOR ADJUSTMENT

Effective April 1, 2011, if the power factor at the time of the highest measured thirty (30) minute interval kW demand for the entire plant is below 90% lagging, a power factor adjustment shall be calculated as follows:

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

FIXED FUEL FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

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(N)

SCHEDULE NO. 51
INTERRUPTIBLE POWER SERVICE FOR COGENERATION
AND SMALL POWER PRODUCTION FACILITIES

MILITARY BASE DISCOUNT RECOVERY FACTOR

The above rates are subject to the provisions of the Company's Tariff Schedule No. 96, entitled 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

This rate 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 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 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 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 his application for service.

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(N)

SCHEDULE NO. 95
MILITARY BASE RATE DISCOUNT

APPLICABILITY

Pursuant to Public Utilities Regulatory Act §36.354, this rate discount is available to federal military bases.

TERRITORY

Texas Service Area

MONTHLY BASE RATE DISCOUNT

A discount of 20% will be deducted from the base portion of the Customer's applicable tariffed rate for electric service. The base portion includes: Customer Charge, Demand Charge and Base Energy Charge (exclusive of Fixed Fuel Factor and Energy Efficiency Cost 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.

TERMS AND CONDITIONS

The Company's Rules and Regulations apply to service under this rate schedule.

For purpose(s) 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.

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(N)

SCHEDULE NO. 96
MILITARY BASE DISCOUNT RECOVERY FACTOR

APPLICABILITY

Electric service billed under rate schedules having a Military Base Discount Recovery Factor Clause shall be subject to a Military Base Discount Recovery Factor ("MBDRF").

Pursuant to PURA §36.354(c), the MBDRF allows the Company to recover the total base rate discount provided to military base facilities pursuant to Schedule No. 95 – Military Base Rate Discount.

TERRITORY

Texas Service Area

MONTHLY RATE

Percentage of monthly non-fuel base rate charges	0.377%
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HISTORICAL ADJUSTMENTS AND TRUE-UP

The MBDRF shall be based on actual historic usage and adjusted in September of each year to include the over/under recovery from the previous year.

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(N)

SCHEDULE NO. 97
ENERGY EFFICIENCY COST RECOVERY FACTOR

APPLICABILITY

Electric service billed under rate schedules having an Energy Efficiency Cost Recovery Factor Clause shall be subject to an Energy Efficiency Cost Recovery Factor ("EECRF"). The EECRF is not applicable to service billed at transmission voltage rates.

Pursuant to PUCT §25.181(f), the EECRF allows the Company to recover the cost of energy efficiency programs from the customer classes that receive services under such programs.

TERRITORY

Texas Service Area

MONTHLY RATE

Rate No.	Description	Energy Efficiency Cost Recovery Factor (\$/kWh)
01	Residential Service Rate	\$0.00093
02	Small Commercial Service Rate	\$0.00083
07	Outdoor Recreational Lighting Service Rate	\$0.00049
08	Governmental Street Lighting and Signal Service Rate	\$0.00049
11	Municipal Pumping Service Rate	\$0.00120
11-TOU	Time-Of-Use Municipal Pumping Service Rate	\$0.00120
WH	Water Heating	\$0.00122
22	Irrigation Service Rate	\$0.00070
24	General Service Rate	\$0.00132
25	Large Power Service Rate (excludes transmission)	\$0.00070
34	Cotton Gin Service Rate	\$0.00049
41	City and County Service Rate	\$0.00128
43	University Service Rate	\$0.00116
46	Maintenance Power Service For Cogeneration And Small Power Production Facilities	\$0.00057
47	Backup Power Service For Cogeneration And Small Power Production Facilities	\$0.00057

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. 98 - FFF
FIXED FUEL FACTOR

APPLICABILITY

Electric service billed under rate schedules having a Fixed Fuel Factor Clause shall be subject to a Fixed Fuel Factor.

TERRITORY

Texas Service Area

FORMULA

The Fixed Fuel Factors recognize loss adjustments due to different voltage levels of service:

	Energy Loss Factor	Fixed Fuel Factor (\$/kWh)	
A. Texas System	1.00000	0.029394	(R)(T)
B. Transmission Voltage (If the Customer takes service and is metered at 69,000 volts or higher)			(T)
— Schedule No. 15	0.96494	0.028364	(R)(C)
— Schedule No. 24/44	0.96737	0.03199	(D)
— Schedule No. 24/44	0.96737	0.03199	(D)
— Schedule No. 25	0.96737	0.03199	(D)
— Schedule No. 25-69 kV	0.96054	0.03177	(D)
— Schedule No. 26	0.95738	0.03166	(D)
— Schedule No. 29	0.96054	0.03177	(D)
— Schedule No. 30, 27	0.95857	0.03170	(D)
— Schedule No. 31, 27	0.95738	0.03166	(D)
C. Primary Voltage (If the Customer takes service and is metered at 2,400 volts or higher but less than 69,000 volts)			(T)
	0.99014	0.029104	(R)
D. Secondary Voltage (If the Customer takes service and is metered at 480 volts or less)			(T)
	1.00834	0.029639	(R)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 98-FIRS
FUEL INTERIM REFUND/SURCHARGE

APPLICABILITY

This refund is applicable to the rate schedules listed below.

TERRITORY

Texas service area.

MONTHLY CREDIT

A refund/surcharge, to be calculated for each customer using the per kWh factor or directly assigned amount shown below, will be added as a separate line item to the base portion of the customer's Monthly Bill. The line item on a customer bill will be titled "Fuel Refund/Surcharge." The \$/kWh refund/surcharge will continue for two (2) months. The directly assigned refund/surcharge will also continue for two (2) months or until the consuming facilities depart the system by way of closure or self generation, and the customer departing the system will be charged for the balance of their total surcharge.

	<u>Rate Schedule</u>	<u>Voltage Level</u>	<u>Total Refund</u>	<u>Refund Factor \$/kWh</u>
01	Residential Service	S	\$ 5,233,173	(0.02180)
05	Residential – Qualified Space Heating	S	271,551	(0.02021)
02	Small Commercial Service	S	1,741,318	(0.04617)
07	Outdoor Recreational Lighting	S	22,564	(0.02741)
07	Outdoor Recreational Lighting	P	1,881	(0.10971)
08	Governmental Street Light & Signal	S	229,172	(0.02740)
11	Municipal Pumping Service	S	699,497	(0.05920)
11	Municipal Pumping Service	P	(298,313)	0.06154
15	Electrolytic Refining Service (Phelps Dodge)	T (A)	246,219	(123,110)
21	Water Heating Service	S	90,422	(0.02399)
22	Irrigation Service	S (A)	957	(479)
24	General Service	S	3,771,886	(0.01869)
24	General Service	P	210,520	(0.03543)
24	General Service Exp. Off-Peak Rider	T (A)	57,592	(28,796)
25	Large Power Service	S	89,669	(0.00122)
25	Large Power Service	P	569,166	(0.02993)
25	Large Power service (ASARCO)	T (A)	33,446	(16,723)
26	Petroleum Refinery Service (Western)	T (A)	1,597,286	(798,643)
27	Interruptible Power Service	T (A)	(224,978)	112,489
28	Area Lighting Service	S	126,769	(0.02458)
29	Transmission Voltage Service (Kinder)	T (A)	52,657	(26,329)
30	Electric Furnace Service (Border Steel 69 KV)	T (A)	26,050	(13,025)
30	Electric Furnace Service (Border Steel 115 KV)	T (A)	(20,068)	10,034
31	Military Reservation Service	T (A)	1,096,911	(548,456)
34	Cotton Gin Service	S (A)	6,715	(3,358)
34	Cotton Gin Service	P (A)	2,304	(1,152)
38	Interruptible Service – Large Power	S (A)	(25,373)	12,687
38	Interruptible Service – Large Power	P (A)	(237,922)	118,961
41	City & County Service	S	171,640	(0.01678)
41	City & County Service	P	134,085	(0.02615)
42	City & County School Service	S	712,877	(0.02332)
42	City & County School Service	P	81,908	(0.02097)
43	University Service	S (A)	23,879	(11,940)
43	University Service	P (A)	230,143	(115,072)
45	Supplementary Power Service	P (A)	61,714	(30,857)
			<u>\$ 16,787,317</u>	

Note: (A) Direct Assignment.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 99
MISCELLANEOUS SERVICE CHARGES

APPLICABILITY

Service charges under this rate schedule are applicable to all customers. The Company shall not charge disconnect fees, membership fees, application fees or service call fees or any other fee or charges for service or function that is a normal utility service, except as provided in the tariff of the Company. (T)

TERRITORY

Texas Service Area

SERVICE CHARGES

	Normal Operating Hours	Premium Overtime Hours	(T)
New Service Charge	\$ 31.75	\$ 61.00	(I,I)
Account Name Change Charge	\$ 11.00		(I)(T)
Record Name Change Charge	\$ 2.75		(N)
Non-Pay Reconnect Charge	\$ 25.00	\$ 90.00	(I,I)
Field Collection Charge	\$ 12.00		(D)
Unable to Connect Requested New Underground/Overhead Service	\$ 170.00		(I)(T)
Temporary Overhead Connection Charge	\$ 170.00		(I)
Temporary Underground Connection Charge	\$ 170.00		(I)
"No Light" Service Call Charge	\$ 25.00	\$ 45.00	(I,I)
Returned Check or Bank Draft Charge	\$ 27.00		(I)
Requested Meter Test Charge (Single Phase)	\$ 63.00		(I)(T)
Requested Meter Test Charge (Three Phase)	\$ 121.00		(N)
Energy Diversion Charge	\$ 300.00		(I)(T)
Meter Seal Replacement Charge	\$ 10.00		
Remote Meter Register Charge	\$ 125.00		
Pulse Metering Equipment Installation	\$ 236.00		(R)(T)
Pulse Metering Equipment Repair	\$ 63.00		(R)
No Access to Meter Fee	\$ 5.75		(N)
Non-Pay Reconnect at Pole Charge	\$ 103.00		
Service Start – Reconnect at Pole Charge	\$ 42.50		
Facilities Rental Charge	1.4441% of cost		

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SCHEDULE NO. 99
MISCELLANEOUS SERVICE CHARGES

NEW SERVICE CHARGE

The charge shall be made to set a meter and to run service wires for the first time to a new building or to a new point of service and to do the other work necessary to initiate a new account. If the Customer desires same day connection or any connection after hours, or on Saturdays, Sundays and Holidays, and the Company calls out a serviceman, then the premium overtime rate will apply. (T)

ACCOUNT NAME CHANGE CHARGE

The charge shall be made for a name change on an existing Customer's account where the name change is necessary due to change of tenant or owner. (T)

RECORD NAME CHANGE CHARGE

The charge shall be made for each name change on an existing Customer's account per Customer's request (i.e. due to marriage, death of spouse, divorce). (N)

NON-PAY RECONNECT CHARGE

The charge shall be made when electric service to the Customer has been shut off because of non-payment of bill and reconnection is performed during normal business hours. If the Customer desires reconnection after business hours, or on Saturdays, Sundays and Holidays, and the Company calls out a serviceman, then the premium overtime rate will apply. (T)

FIELD COLLECTION CHARGE

~~The charge shall be made when the customer, in order to avoid disconnection of electric service, pays the delinquent bill amount to the Company collector sent to customer's premises to disconnect electric service as a result of nonpayment of electric bills.~~ (D)

UNABLE TO CONNECT REQUESTED NEW UNDERGROUND/OVERHEAD SERVICE

The charge shall be made when the Customer or Customer's electrical contractor applies for a new underground/overhead connection and the Company is unable to connect the service due to broken duct, or incomplete Customer-owned electrical service entrance installation, or the absence of a permanently marked address. (T)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 99
MISCELLANEOUS SERVICE CHARGES

TEMPORARY OVERHEAD CONNECTION CHARGE

The charge shall be made when 120/240 volt, single phase, three-wire service is not more than 90 feet from Customer's point of delivery. (T)

If the desired type of service is not 120/240 volt, single phase, three wire, 60 Hertz and/or is 90 feet from point of delivery, temporary service will be provided only when Customer pays in advance to the Company the entire cost of installing and removing the necessary overhead facilities. (T)

TEMPORARY UNDERGROUND CONNECTION CHARGE

The charge shall be made when 120/240 volt, single phase, three wire service is available at the Customer's point of delivery. (T)

If the desired type of service is not 120/240 volt, single phase, three wire, 60 Hertz and is not available at the point of delivery, temporary service will be provided only when the Customer pays in advance to the Company the entire cost of installing and removing the necessary facilities to provide the temporary service. (T)

"NO LIGHT" SERVICE CALL CHARGE

The charge shall be made when a Customer calls in to report "No Lights" and requests a serviceman be dispatched to his premises and it is determined that the cause of the "No Lights" condition was caused by a problem in Customer-owned wiring or equipment on Customer's side of the point of delivery. If at the Customer's request the service call requires a serviceman to be dispatched after business hours, or on Saturdays, Sundays and Holidays, and Company calls out a serviceman, then the premium overtime rate will apply. (T)

RETURNED CHECK OR BANK DRAFT CHARGE

The charge shall be made for each check or bank draft returned without payment because of insufficient funds, account closed, no account or improperly named payee. (T)

REQUESTED METER TEST CHARGE (Single Phase) (T)

This charge shall apply when the test is made at the Customer's request, but only if the meter has been tested at the Customer's request within the previous four (4) years and (T)

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 99
MISCELLANEOUS SERVICE CHARGES

during the current test the meter is found to be within the accuracy standards established by the American National Standards Institute.

REQUESTED METER TEST CHARGE (Three Phase)

(N)

This charge shall apply when the test is made at the Customer's request, but only 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.

ENERGY DIVERSION CHARGE

An Energy Diversion Charge will be made for any incidence of tampering with the meter installation, interference with the proper working thereof, any theft of service by any person on Customer's premises, or evidence of such tampering, interfering, or theft (energy diversion). The Company will maintain evidence as required by PUC SUBST R. 23.46(c) and 23.47(f). A notice will be left at the Customer's premises when possible. An Energy Diversion Charge shall be imposed for the detection and confirmation of energy diversion.

(T)

(T)

In addition, the Customer shall pay the disconnect charge, the expense of damage to or replacement of the Company's equipment and the estimated cost of power and energy not recorded on meter by reason of energy diversion at the applicable rate using the Company's best estimated data.

(T)

METER SEAL REPLACEMENT CHARGE

The charge shall be made for replacement of the Company's meter seal on the meter at the Customer's premises when the seal has been broken or removed. The charge shall be made for each seal replacement after the first replacement within a twelve (12) month period and a warning letter has been sent by the Company to the Customer after that first replacement.

(T)

REMOTE METER REGISTER CHARGE

The charge shall be made when the Company installs a remote meter register to allow for unimpeded meter reading in situations where the main service meter is inaccessible to the meter reader.

EL PASO ELECTRIC COMPANY
SCHEDULE NO. 99
MISCELLANEOUS SERVICE CHARGES

PULSE METERING EQUIPMENT INSTALLATION

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

(T)

PULSE METERING EQUIPMENT REPAIR

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

(T)

(T)

NO ACCESS TO METER FEE

The charge shall be made when estimation of the meter reading is not an option and the Customer fails to provide access to read the meter and service personnel must be sent back to read the meter.

(N)

NON-PAY RECONNECT AT THE POLE CHARGE

The charge shall be made for a reconnection when the Customer has been disconnected at the pole or riser when service personnel have been unable to gain access to the meter due to a problem on the Customer side (e.g. locked gate, dog, blocked meter, etc.). Reconnection will be made on a next-day or scheduled basis.

SERVICE START – RECONNECT AT THE POLE CHARGE

The charge shall be made when the Customer requests new service at a service location with an existing meter and the meter must be reconnected and a meter reading obtained by service personnel.

FACILITIES RENTAL CHARGE

The charge shall be calculated and assessed on the reproduction cost of equipment or facilities owned and maintained by the Company when the Customer elects to rent rather than own the equipment or facilities.

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

AVAILABILITY

This Rate is applicable to customers with facilities consisting of one or more on-site generating units operating in parallel with Company's system (Distributed Generation) as defined in PUC Substantive Rules §25.211 and §25.212 pursuant to the terms of the Agreement for Interconnection and Parallel Operation of Distributed Generation, which is incorporated herein. To qualify for this rate, no more than ten (10) MW of a facility's capacity will be interconnected at any point in time at the point of common coupling with Company's distribution system, and 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.

DEFINITIONS

On-Peak Periods and Off-peak Periods are all defined in the appropriate rate schedules under which the Customer is taking 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 standby, supplemental, maintenance, backup, and non-firm purchase power will be in accordance with the Company's Standby, Supplemental, Maintenance, Backup and Non-Firm Purchase Power Service Rate Schedule Nos. 18, 45, 46, 47 and 48 and other applicable tariffs. All customers, except residential service customers and commercial customers whose capacity is 15 kW or less, must have a demand meter.

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SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

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. It includes an analysis of the DG contribution to power flow, VAR flow, available fault current, effects on switched capacitors and effects on voltage under normal and worst case situations. It 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 Substantive Rule §25.211.

A. Pre-Interconnection Study Fee Schedule

Table 1. Non-Exporting Distributed Generation Units

Non-Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ to 10,000 kW
1. Pre-certified, not on network	\$0	\$255	\$437	\$692
2. Not pre-certified, not on network	\$198	\$359	\$541	\$796
3. Pre-certified, on network	\$182	\$364	\$1,238	\$2,038
4. Not pre-certified, on network	\$390	\$572	\$1,446	\$2,246

Table 2. Exporting Distributed Generation Units

Exporting	0 to 10 kW	10+ to 500 kW	500+ to 2000 kW	2000+ 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

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

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.

PRE-INTERCONNECTION STUDY FEE TERMS OF PAYMENT

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.

TERMS AND CONDITIONS OF SERVICE

The terms and conditions under which interconnection of DG is to be provided are contained in the Public Utility Commission of Texas Substantive Rules §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 Standby, Supplement and

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

Maintenance, Backup and Non-Firm Purchase Power Service Schedule Nos. 18, 45, 46, 47 and 48 will continue to be applied, unless specifically changed per this rate. Customers requesting service under this rate must also execute a Contract for Electric Service. The Company's Rules and Regulations and the contract provisions shall apply under this rate schedule.

OTHER SERVICES

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

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

RELATED TARIFFED SERVICES

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

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

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

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

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

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 Schedule No. 48, Non-Firm Purchased Power Service. This rate schedule is limited to purchases of non-firm energy delivered at a rate of 1,000 KW or less.

Services for non-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 are:

Standby Service: Applicable and available to the requirements at the site of the DG and only to customers who have their own *non-qualifying* generation equipment and who contract for standby service pursuant to Schedule No. 18, Standby Service.

INDEMNITY CLAUSE

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

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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, Distribution Monitoring
P.O. Box 982
El Paso, Texas 79960

Customer's Name: _____

Address: _____

Contact Person: _____

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 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) _____

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

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Revision Number 0
Effective with energy consumed on or after approval by
regulatory authority (October 11, 2006)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

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

If Yes, maximum amount expected: _____

Pre-Certification Label or Type Number: _____

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

Has the generator Manufacturer supplied its dynamic modeling values to EPE? _____ Yes

[Note: Requires a Yes for complete application. For Pre-Certified Equipment, answer is Yes.]

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

COMPANY:

CUSTOMER:

NAME: El Paso Electric Company

NAME: _____

BY: _____

BY: _____

(please print)

(please print)

TITLE: _____

TITLE: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION**

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20___, by El Paso Electric Company, ("Company"), and _____ ("Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". 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 the Company and the Customer agree that one or more generating facility or facilities of ten MW or less as described in attached Exhibit A to be interconnected at 60 kV or less ("Facility or Facilities") to the Company's utility system with no intent to sell electricity in the wholesale energy market.

2. Establishment of Point(s) of Interconnection -- Company and Customer agree to interconnect their Facility or 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 listed on the attached Exhibit A (the "Point(s) of Interconnection").

3. Responsibilities of Company and Customer -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on the attached Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems 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, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

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DISTRIBUTED GENERATION

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Company's approved applicable Rules and Regulations, Terms and Conditions Applicable to Electric Service of Company's Commission-approved tariffs, and terms and conditions for electric service, which is incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the 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 by 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 listed on the attached 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: (i) Customer's monetary losses; (ii) reasonable costs and expenses of defending an action or claim made by a third person; (iii) damages related to the death or injury of a third person; (iv) damages to the property of Customer; (v) damages to the property of a third person; (vi) 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 the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the 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. 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 listed on Exhibit A; provided, however, that Customer shall have no obligation to indemnify

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (i) Company's monetary losses; (ii) reasonable costs and expenses of defending an action or claim made by a third person; (iii) damages related to the death or injury of a third person; (iv) damages to the property of Company; (v) damages to the property of a third person; (vi) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the 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.

- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.
- f. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.

5. Right of Access, Equipment Installation, Removal & Inspection – Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

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 Customer's premises 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.

6. Disconnection of Unit – Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the Agreement unless Customer exercises its rights under Section 7.

EL PASO ELECTRIC COMPANY

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INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

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

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, 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 utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the 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: (i) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (ii) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (iii) either party may terminate by giving the other party at least sixty days prior 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 (iv) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. Governing Law and Regulatory Authority -- 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.

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 all attached Exhibits 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

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

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. Notices -- 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:

(b) If to Customer:

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

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

13. 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.

14. 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.

15. Headings -- The descriptive headings of the various articles and sections 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.

16. 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.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

COMPANY:

NAME: El Paso Electric Company

BY: _____
(please print)

TITLE: _____

SIGNATURE: _____

DATE: _____

CUSTOMER:

NAME: _____

BY: _____
(please print)

TITLE: _____

SIGNATURE: _____

DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

EXHIBIT A

Page 1 of 2

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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Effective with energy consumed on or after approval by
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SCHEDULE NO. DG
INTERCONNECTION AND PARALLEL OPERATION OF
DISTRIBUTED GENERATION

EXHIBIT A
Page 2 of 2

FACILITY SCHEDULE NO. _____

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

1. Name:
2. Facility location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other):
5. Normal Operation of Interconnection:
6. One line diagram attached (check one): _____ Yes / _____ No
7. Facilities to be furnished by Company:
8. Facilities to be furnished by Customer:
9. Cost Responsibility:
10. Control area interchange point (check one): _____ Yes / _____ No
11. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

COMPANY:

CUSTOMER:

NAME: El Paso Electric Company
BY: _____
(please print)
TITLE: _____
SIGNATURE: _____
DATE: _____

NAME: _____
BY: _____
(please print)
TITLE: _____
SIGNATURE: _____
DATE: _____

EL PASO ELECTRIC COMPANY

SCHEDULE NO. VRE
VOLUNTARY RENEWABLE ENERGY RATE

APPLICABILITY

This rate is available to all retail customer classes for the purchase of all or a portion of a Customer's energy requirements.

(T)

TERRITORY

Texas Service Area

TYPE OF SERVICE

Service will be provided to those customers who volunteer to receive their energy from Renewable Energy Resources. A Renewable Energy Resource is any technology that exclusively relies on an energy source that is naturally regenerated over a short time scale and derived directly from the sun (solar-thermal, photochemical, and photoelectric), indirectly from the sun (wind, hydropower and biomass) or from other natural movements and mechanisms of the environment (geothermal and tidal energy). A renewable energy technology does not rely on energy resources derived from fossil fuels, waste products from fossil fuels, or waste products from inorganic sources. The amount of power subscribed to by the Customer shall be set out in an Application for Voluntary Renewable Energy Rate.

(T)

CALCULATION OF BILL

The Rates and Terms as set out on all Texas Rate Schedules shall apply. Additionally, the Renewable Energy Premium shall apply for the kWh elected by the Customer to be served by Renewable Energy Resources as stated in the Application for Voluntary Renewable Energy Rate. ~~Customers who are not Residential Service or Transmission Service Customers (Transmission Voltage customers with monthly demand greater than 5,000 kW) are deemed to be commercial service customers for this rate schedule.~~ The Renewable Energy Premium is as follows:

(T)

(D)

<u>Customer Group</u>	<u>Premium per kWh</u>
Secondary Voltage	\$0.03534
Primary Voltage	\$0.03453
Transmission Service	\$0.03349

(T)

(I)(C)

(I)

(R)

EL PASO ELECTRIC COMPANY

SCHEDULE NO. VRE
VOLUNTARY RENEWABLE ENERGY RATE

MONTHLY MINIMUM

Customers may elect to take service in increments of 100 kWh. (T)

OTHER TERMS AND CONDITIONS

Service will be offered to customers as it is available for sale by the Company. (T)

Customers will be required to take service under this rate schedule for a minimum term of one (1) year. Service under this tariff will automatically be renewed on an annual basis absent thirty (30) days prior written notification of cancellation. (T)

The Company's Rules and Regulations apply to service under this rate schedule. (T)

EFFECTIVE DATE (D)

~~The Voluntary Renewable Energy Rate becomes effective after approval by the City of El Paso and the Public Utility Commission of Texas. The Voluntary Renewable Energy Rate is offered on a 12-month experimental basis. Within 60 days following the first anniversary of the effective date of this tariff, the Company will report the status of customer participation under this tariff to the City of El Paso and the Public Utility Commission of Texas.~~

FIXED FUEL FACTOR

The Voluntary Renewable Energy Rate is not subject to the Company's Tariff Schedule No. 98 entitled Fixed Fuel Factor.

EL PASO ELECTRIC COMPANY

SECTION 2

RULES AND REGULATIONS

EL PASO ELECTRIC COMPANY
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Effective with service provided on or
after July 1, 2010

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

INTRODUCTION

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

CUSTOMER RELATIONS

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

(T) |
|
|
|

SECTION I

DEFINITIONS

1. COMPANY

El Paso Electric Company

2. COMMISSION

The Public Utility Commission of Texas

(N) |
|

3. CUSTOMER AND APPLICANT

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

(T)

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

(T) |
|
|

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

(T) |
|
|

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

(T) |
|

4. DELIVERY OF SERVICE

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

(T) |

5. PERMANENT INSTALLATION

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

(T)

(T) |

6. CUSTOMER'S INSTALLATION

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

(T)

(T) |

7. POINT OF DELIVERY

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

(T)

8. SERVICE WIRES

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

(T)

9. SERVICE LEADS

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

(T)

10. CONNECTED LOAD

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

(T) |

11. MAXIMUM DEMAND

When mentioned in any tariff schedule, Maximum Demand is to be applied as set forth (T) |
in the schedule under consideration and refers to the greatest demand occurring during |
a specified period of time placed by the customer on the Company's electric system. |
The Company reserves the right to estimate the maximum demand for purposes of |
establishing the type of service and the facilities to be provided.

12. SAFETY ENTRANCE SWITCH (T) |

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

13. ENERGY ASSISTANCE PROVIDER (T) |

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

SECTION II

RULES AND REGULATIONS

1. APPLICABILITY (N) |

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

2. SERVICE APPLICATIONS

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

3. SERVICE AGREEMENTS (N) |

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

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

4. CUSTOMER CHANGE OF PREMISES (N) |

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

5. ELECTRICAL PERMIT

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

6. RIGHT-OF-WAY (EASEMENT)

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

7. LINE EXTENSIONS (T)

The Company will furnish, without cost to the Customer, a standard meter and Service Wires of a length appropriate to the electrical load being served. In all other cases requiring the installation of additional facilities, the Company will make line extensions within its territory required to serve any Customer or Customers, whose usage will be of a permanent nature, on a basis equitable both to the Customer and to the Company and in accordance with the Company's Line Extension Policy. (T) |

When temporary or emergency service, with emergency service defined as a prompt action taken to protect a Customer or the public in the event of an accident, is requested by a Customer and is furnished by the Company, it may be supplied, at the Company's option, only when the Customer pays in advance the entire cost to the Company of installing and removing equipment necessary to make such temporary or emergency service available. (T) |

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

8. SERVICES

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

- a. Overhead, where Company's general distribution system in a given area is overhead, or (T)

- b. Underground, where Company's general distribution system in a given area is underground. (T)

If the Customer requests connection in any manner other than specified above, special arrangements may, at the Company's option, be made between the Customer and the Company by which the connection will be made and maintained. (T)

In an area where the Company's distribution system is overhead, the length of the service wire drop will be dependent upon the Customer's electrical load, but the service wire drop will not exceed 90 feet.

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

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

In an area where the Company's distribution system is underground, the Company will furnish up to 150 feet of service wire to a Residential Customer at no cost. The service wire will be installed in a duct system provided, installed, owned and maintained by the Customer. Non-Residential Customers will provide, own, install and maintain the service wire and duct system between the Customer's building and a Company transformer, service enclosure or other termination point as designated by the Company. It is the Customer's responsibility that the Customer's wires must extend at least thirty-six (36) inches into the Company's service box or be able to reach the secondary bushings of the Company transformer. (T) |

9. METER INSTALLATION—CUSTOMER RESPONSIBILITIES (T)

The Customer must provide and at all times maintain, free of expense to the Company, a suitable and easily accessible location on Customer's premises at which electricity is to be supplied and sufficient and proper space for the installation of meters or other similar devices of the Company. The Customer must also provide the necessary wiring, meter enclosures, meter loops, and meter board of approved design, constructed and installed in accordance with the Company's specifications. (T) |

For all new meter installations or relocation of existing meter installations, the meter or meters will be installed on the outside of the building. If it is impractical to locate the meter on the outside, the Customer must obtain approval for any other location in advance from the Company. When it is necessary to install meters on the inside of the building, the Customer must furnish a standardized safety entrance switch of approved construction. However, in no case will meters be installed in bedrooms, kitchens, bathrooms, toilets or closets or under stairways. (T) |

The Company at any time may require the location of the meters on existing installations be changed at the Customer's expense. (T) |

Customer's meter must be installed and maintained by Customer at Customer's expense in a safe and efficient manner in accordance with the specifications of the Company and in full compliance with all laws and governmental regulations applicable to the same. (T)

10. METER INSTALLATION-COMPANY RESPONSIBILITIES (T)

Unless otherwise specified in the Company's applicable tariff schedules, the Company will, without rental or other charge, furnish a meter for registration of electricity sold to the Customer by the Company. The Company will supply electricity only through meters or other measuring devices it furnishes and owns. The Customer must notify the Company of its desire to have such meter or other measuring device installed, relocated, changed or removed. (T) |

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

11. GROUPING OF METERS

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

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

12. ONE METER PER SERVICE

All service will be taken at one Point of Delivery designated by the Company and at one of the Company's standard types of service. Electric energy is to be measured by a single meter of each kind needed at each Point of Delivery for each Customer served. (T) |

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

13. METER ACCURACY

At the request of a Customer, the Company will, make, without charge, a test of the accuracy of the Customer's meter. The test will be conducted during the Company's normal working hours at a time convenient to the Customer if the Customer desires to observe the test or have an authorized representative observe the test. The test will be conducted on the Customer's premises, but may, at the Company's discretion, be made at the Company's test laboratory. (T) |

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

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

14. STANDBY OR AUXILIARY SERVICE

The Company will render standby or auxiliary service to Customers having other power or power generating equipment and facilities pursuant to the requirements of the Public Utility Regulatory Act, Commission Substantive Rules, and the Company's own tariff schedule(s). (T) |

15. ACCESS TO CUSTOMER'S PREMISES

The duly authorized agents of the Company possessing proper credentials must have access at all reasonable hours to the premises of the Customer for the purpose of inspecting wiring and apparatus, removing the Company's property, reading meters and other purposes incident to the delivery of service by the Company. The Company, however, does not assume the duty of inspecting the Customer's wiring, machinery, or apparatus on the Customer's side of the Point of Delivery and will not be responsible therefore. (T) | (T) |

16. PROTECTION OF COMPANY'S PROPERTY

The Customer will properly protect the Company's property located on the Customer's premises. In the event of any loss or damage to the Company's property caused by or arising out of carelessness, neglect, or misuse by Customer or other unauthorized parties, the cost of making good such loss or repairing such damage will be paid by Customer. (T)

17. INDEMNITY TO COMPANY

The Customer will indemnify, save harmless and defend the Company against all claims, demands, cost or expense, for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of transmission and use of electricity by the Customer at or on the Customer's side of the Point of Delivery and not directly attributable to the Company's negligence.

The Customer will indemnify, save harmless and defend the El Paso Electric Company, its directors, officers, agents, representatives or employees from all claims, demands, costs, damages, liabilities or expenses, including but not limited to attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the delivery to and use of electricity by the Customer at or on the Customer's side of the Point of Delivery to the extent not attributable to the negligence of the Company, its directors, officers, agents, representatives or employees. (T)

18. RIGHT-OF-WAY (N) |

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

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

19. ATTACHMENT TO COMPANY'S PROPERTY

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

20. INCREASING OR DECREASING CONNECTED LOAD

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

The Company's service conductors, transformers, meters and other devices used to
supply electric energy to Customer each have a definite capacity, and no addition to the
Customer's Installed Connected Load thereto will be permitted until Customer has
secured the Company's consent. A violation of this rule makes Customer liable for any
damage resulting there from. In case the Customer's Connected Load is decreased, it (T)
is the responsibility of the Customer to notify the Company, in writing, of such decrease
before obtaining any benefit in rates from such decrease.

21. LIMITATION OF USE

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

22. INTERRUPTION OF SERVICE

The Company will use all reasonable diligence in providing a regular and uninterrupted (T) |
supply of electricity to the Customer but does not guarantee a constant supply of |
electricity. Particularly, the Company is not liable for damage occasioned by |
interruptions caused by governmental or municipal action or authority, litigation, war,
public enemies, strikes, acts of God, order of any court or judge granted in any bona fide
adverse legal proceedings or action, or any order of any commission or tribunal having
jurisdiction in the premises or any cause that the Company could not reasonably have
foreseen and guarded against, or where such interruptions are necessary for repairs or
changes in the Company's plant generating equipment, transmission or distribution
system.

The Company will not be liable for any damages occasioned by fluctuations or
interruptions unless it can be shown that the Company has not made reasonable
provisions to supply steady and continuous electric service. In the event of a failure to
make such reasonable provisions, the Company's liability will be limited to the cost of
necessary repairs of physical damage caused by the service failure. The Company
may, without liability, interrupt service to any Customer(s) in the event of an emergency
that poses a threat to the area power supply. It is the Company's sole judgment that
such action may prevent or alleviate the emergency condition.

23. SUSPENSION OF SERVICE FOR REPAIRS AND CHANGES (N) |

When necessary to make repairs or changes in the Company's plant, generating equipment, transmission or distribution system, or other property, the Company may suspend service for such periods as may be reasonably necessary, and in such manner as not to inconvenience the Customer unnecessarily. The Company will be liable to the Customer for any damages occasioned by such suspension only when the damages are the result of negligence on the part of the Company. The Company will endeavor to give reasonable notice to the Customer of the Company's intention to suspend service pursuant to this provision. |

24. CHARACTERISTICS OF SERVICE

Based on the availability of the voltage required by the Customer and the expense of additional equipment and installation needed to serve the Customer, the Company will provide single phase or three phase service at one of the Company's standard voltages. Motor requirements for single and three phase service can be found in the Company's Electric Service Requirements book. (T) |

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

25. OWNERSHIP OF EQUIPMENT

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

26. RESPONSE TO REQUEST FOR SERVICE

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

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

If facilities must be constructed, the Company will inform the Customer within ten (10) working days of receipt of the line extension application, giving the customer an estimated completion date and an estimated cost for all charges to be incurred by the Customer. (T)

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

27. LIMITED WARRANTY CLAUSE

For the mutual protection of the Customer and the Company, only authorized employees of the Company are permitted to make and energize the connections between the Company's Service Wires and either the Customer Service Leads or the Customer service entrance conductors. The Company does not assume any duty of inspecting the Customer's lines, wires, switches or other equipment and will not be responsible therefore. To the extent allowed by law, the Customer agrees to defend, indemnify and hold Company and its agents harmless from and against all claims, causes of action, liability, the losses, costs and expenses (including attorneys' fees) of any kind made against the Company for personal injury, death, property damage or other damage arising out of or resulting (a) from the design, installation, operation or maintenance of the lines, wires, switches or other equipment on the Customer's side of the Point of Delivery or (b) from contact by the Customer with a Company's overhead or underground line through use of equipment, machinery, tool, material or contact by any other object within the Customer's control without forty-eight (48) hours advance notice to the Company's dispatcher of the Customer's intent to perform any function or activity with such equipment, machinery, tool, material or other object if it is possible for a person performing any such function or activity to be brought within ten feet of a Company overhead or underground line. (T) |

Overhead and underground lines will include any and all Company Service Wires up to the Customer's Service Leads or service entrance conductors. The Customer's obligation to indemnify pursuant to (a) and (b) above will apply without regard to the negligence of the Company or its agents. (T)

SECTION III

1. REFUSAL OF SERVICE

a. The Company may decline to serve an Applicant until such Applicant has complied with state and municipal regulations and approved Rules and Regulations of the Company governing the service applied for or for any one of the following reasons: (T) |

- (i) Applicant's facilities inadequate. If the Applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be provided;
 - (ii) Violation of tariffs. If the Applicant fails to comply with the Company's tariffs pertaining to operation of nonstandard equipment or unauthorized attachments; (N)
 - (iii) Failure to pay guarantee. If the Applicant has acted as a guarantor for another Customer and failed to pay the guaranteed amount, where such guarantee was made in writing to the Company and was a condition of service;
 - (iv) Intent to deceive. If the Applicant applies for service for a location where another Customer received, or continues to receive, service and the electric utility bill is unpaid at that location and the Company can prove the change in identity is made in an attempt to help the other Customer avoid or evade payment of an electric utility bill;
 - (v) For indebtedness. If the Applicant is indebted to any electric utility for the same kind of service as that applied for; provided, however, that, in the event the indebtedness of the Applicant is in dispute, the Applicant will be served upon complying with the Company's deposit requirements which are set under the Commission's Substantive Rules; or
 - (vi) Refusal to pay deposit. For refusal to pay a deposit if Applicant is required to make a deposit under these sections. (T)
- b. In the event that the Company refuses to serve an Applicant under the provisions of these Rules and Regulations, the Company will inform the Applicant of the basis of its refusal and that the Applicant may file a complaint with the appropriate regulatory authority. (T)
- c. The following does not constitute sufficient cause for refusal of service to an Applicant: (T)
- (i) Delinquency in payment for service by a previous occupant of the premises to be served;
 - (ii) Failure to pay for merchandise, or charges for non-regulated services purchased from the Company; (T)
 - (iii) Failure to pay a bill that includes more than the allowed six (6) months of underbilling, unless the underbilling is the result of theft of service; or (T)
 - (iv) Failure to pay the bill of another Customer at the same address except where the change of Customer identity is made to avoid or evade payment of an electric bill. (D)

2. CUSTOMER AND APPLICANT DEPOSIT

- a. The Company may require an Applicant for residential service to establish and maintain satisfactory credit as a condition of providing service. Establishment of credit will not relieve any Customer from complying with the Company's requirements for prompt payment of bills. The creditworthiness of spouses established during shared service in the twelve (12) months prior to their divorce will be equally applied to both spouses for twelve (12) months immediately after their divorce. (T)

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

- c. If satisfactory credit cannot be demonstrated by an Applicant for residential service using the criteria listed above, the Company may require such Applicant to pay an initial deposit. An Applicant for residential service or a Customer who is required to pay a deposit may provide the Company with a written letter of guarantee pursuant to these Rules and Regulations instead of paying a cash deposit. The Company will not require a deposit from an existing Customer unless the Customer was late paying a bill more than once during the last twelve (12) months of service or had service disconnected for nonpayment. The Company may require the Customer to (T)

- pay this deposit within ten (10) days after issuance of a written disconnection notice that requests such deposit. Instead of a deposit, the Customer may pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous twelve (12) months.
- d. For non-residential service, if an Applicant's credit has not been demonstrated satisfactorily to the Company, the Applicant may be required to pay a deposit. The total of all deposits will not exceed an amount equivalent to one-sixth of the Customer's estimated annual billing. (T)
 - e. The Company may require an additional deposit if the average of the Customer's actual billings for the last twelve (12) months is at least twice the amount of the original estimated annual billings and a disconnection notice has been issued for the account within the previous twelve (12) months. The Company may require that an additional deposit be paid within ten (10) days after it has issued a written disconnection notice and requested the additional deposit. Instead of an additional deposit, the Customer may pay the total amount due on the current bill by the due date of the bill, provided the Customer has not exercised this option in the previous twelve (12) months. The Company may disconnect service if the additional deposit is not paid within ten (10) days of the request, provided a written disconnection notice has been issued to the Customer. A disconnection notice may be issued concurrently with either the written request for the additional deposit or current usage payment. (N)
 - f. For temporary or seasonal service or weekend residences, the Company may require a deposit sufficient to reasonably protect it against the assumed risk. (N)
 - g. If service to an Applicant or Customer is not connected by the Company or is disconnected for any reason, the Company will refund the Applicant's/Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. (N)
 - h. When a Customer has paid bills for electric service for twelve (12) consecutive Residential billings or for twenty-four (24) consecutive Non-Residential billings without having service disconnected for non-payment of a bill and without having more than two occasions in which the bill was delinquent, and when the Customer is not delinquent in the payment of his/her current bills, the Company will refund the deposit plus accrued interest to the Customer. If the Customer does not meet these refund criteria, the Customer's deposit may be retained by the Company. (N)
 - i. The Company will pay interest on Customer deposits at an annual rate at least equal to that set by the Commission on December 1 of the preceding year, pursuant to Texas Utilities Code §183.003 (relating to Rate of Interest). If a deposit is refunded within thirty (30) days of the date of deposit, the Company will not make an interest payment. If the Company keeps the deposit more than thirty (30) days, payment of interest will be made retroactive to the date of deposit. Payment of the interest to the Customer will be made annually, if requested by the Customer, or at the time the deposit is returned or credited to the Customer's account. The deposit will cease to draw interest on the date it is returned or credited to the Customer's account. (N)

j. In lieu of a deposit, a Residential Customer may submit an “Absolute Guaranty of Payment of Obligation of Electric Service” (“Guarantee Agreement”) between the Company and a guarantor for no more than the amount of deposit the Company would require on the Applicant’s or Customer’s account [see Sheet Number 7]. The amount of the guarantee will be clearly indicated in the Guarantee Agreement. Upon default by a residential Customer, the guarantor of that Customer’s account will be responsible for the unpaid balance of the account only up to the amount agreed to in the Guarantee Agreement. The Company will provide written notification to the guarantor of the Customer’s default, the amount owed by the guarantor, and the due date for the amount owed. The Company will allow the guarantor sixteen (16) days from the date of notification to pay the amount owed on the defaulted account. If the sixteenth day falls on a holiday or weekend, the due date will be the next workday. The Company may transfer the amount owed on the defaulted account to the guarantor’s own service bill provided the guaranteed amount owed is identified separately on the bill. The Company may disconnect service to the guarantor for nonpayment of the guaranteed amount only if the disconnection was included in the terms of the written agreement, and only after proper notice. (N)

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

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

3. **BILLS FOR SERVICE**

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

The Customer's obligation to pay his/her bill is not released or diminished by non-receipt of bills. (N) |

b. The Company may assess a one-time penalty of five (5) percent on delinquent bill payment of non-residential customers. The Company will not assess any penalty on delinquent payment of residential bills. The five (5) percent penalty on delinquent bill payment of non-residential customers will not be applied to any balance to which the penalty was applied in a previous billing. All payments by a state agency, as those terms are defined in Chapter 2251 of the Tex. Gov't. Code shall be due and bear interest as provided in that chapter. (T) |

c. A Deferred Payment Plan Agreement is a written agreement between the Company and a Residential Customer that allows the Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. [see Sheet Number 6] The Company offers, upon request, a Deferred Payment Plan Agreement to any Residential Customer, including a guarantor of any residential Customer, who has expressed an inability to pay all of his/her bill if the Customer has not been issued more than two disconnection notices at any time during the preceding twelve (12) months. A Deferred Payment Plan Agreement will provide that the delinquent amount may be paid by the Customer in equal amounts lasting at least three (3) billing cycles. (N) |

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

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

A Deferred Payment Plan Agreement: (N) |

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

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

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

- d. The Company offers a Residential Level Payment Plan to elderly or chronically ill Residential Customers who may be on fixed incomes and to other Customers who have similarly unique financial needs. The Level Payment Plan Agreement allows eligible residential Customers to pay on a monthly basis a fixed billing rate of one-twelfth (1/12) of that Customer's estimated annual consumption at the appropriate Customer class rates, with provisions for adjustments on at least an annual basis as may be determined based on actual usage [see Sheet Number 4]. The Company may require a deposit from all Customers entering into a Residential Level Payment Plan Agreement. (T) | (T) | (T) | (N) |

If a Customer does not fulfill the terms and obligations of the Residential Level Payment Plan Agreement, the Company has the right to disconnect service to that Customer pursuant to the Company's disconnection rules. (T) |

4. DISCONNECTION OF SERVICE

- a. If a bill has not been paid or a Deferred Payment Plan Agreement entered into within twenty-six (26) days from the date of issuance of a bill and if proper notice has been given, the Company may, in addition to all other legal remedies, terminate an Agreement or disconnect Customer's service. The Company may disconnect Customer's service after proper notice for any of the following reasons: (N) |

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

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

- h. The Company will not disconnect service to a residential Customer when the previous day's highest temperature did not exceed 32°F and the temperature is predicted to remain at or below that level for the next twenty-four (24) hours, according to the nearest National Weather Service (NWS) reports, or when the NWS issues a heat advisory for any county in the Company's service territory or when such advisory has been issued on any one of the preceding two (2) calendar days. (T) |
- i. Once the Company has issued a Notice of Disconnection of Service, and if the Customer has not entered into a Deferred Payment Plan Agreement, the Customer must pay his/her bill in full at one of the Company's business offices by the close of business (4:00 p.m.) or at one of the Company's authorized payment agents prior to 6:00 p.m. on the date the payment is due. **PAYMENTS PLACED IN ONE OF THE COMPANY'S 24-HOUR DROP BOXES MUST BE PLACED IN THE DROP BOX BY 4:00 P.M. TO BE CONSIDERED RECEIVED THE SAME DAY.** Payments deposited in one of the Company's 24-hour drop boxes after 4:00 p.m. are considered received the following day. (N) |
5. DISPUTED BILLS (N) |
- If a Customer has a dispute regarding his/her bill for electric services, the Company will investigate and report the results of the investigation to the Customer. If the dispute is not resolved, the Company will inform the Customer of the complaint procedures of the Commission.
- A Customer's electric service will not be disconnected for nonpayment of the disputed portion of a bill until the dispute is completely resolved by the Company. However, the Customer is obligated to pay any billings not disputed. If the Customer files a complaint with the Commission, the Customer's service will not be disconnected by the Company for nonpayment of the disputed portion of the bill before the Commission completes its informal complaint resolution process and informs the Customer of its determination. (N) |
6. SELECTION OF RATE SCHEDULES
- Each Customer may use electric service under the schedule most advantageous to him/her, provided the terms prescribed in the schedule selected apply to the Customer's equipment and use of electricity.
- When more than one schedule is applicable, the Customer must select the schedule under which service is to be furnished. The Company will assist the Customer in making this selection, but the responsibility of this selection rests entirely with the Customer. (T) |

7. OVERBILLING AND UNDERBILLING

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

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

8. ESTIMATED BILLS

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

9. ALTERNATE PAYMENT PROGRAMS AND PAYMENT ASSISTANCE (N)

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

10. DISCONNECTION OF MASTER-METERED APARTMENTS

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

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

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

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

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

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

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

Rates The Customer agrees to pay the Company for all electric energy delivered in accordance with the terms of this agreement as

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

**Continuation of Agreement For the
Purchase of Electric Service**

specified by the rates and provisions attached hereto, which are made a part hereof and are designated as follows:

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

ARTICLE V

Metering

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

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

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

ARTICLE VI

Installation and
Apparatus

The Customer agrees not to connect to the Company's service any motors or other apparatus that have not had the approval of the Company and further shall not install electrical apparatus on the lines of the Company that will in any way cause undue fluctuation of voltage on the distribution system of the Company or that will interfere with the successful operation thereof.

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

**Continuation of Agreement For the
Purchase of Electric Service**

ARTICLE VII

Interruption of
Supply

The Company will endeavor at all times to provide a regular and uninterrupted supply of electric service, but in case the supply of service shall be interrupted or be irregular, or be defective or fail, as a result of

Company's control or as the result of the ordinary negligence of any employee, servant or agent of the Company, or as a result of the voluntary cooperation by the Company in any method of operation or in any program recommended or requested by civil or military authorities during a national, state or local emergency, the Company shall not be liable to the Customer hereunder. Furthermore, the Company shall not be liable for damages occasioned by interruption of service when such interruptions are necessary to make repairs or changes in the Company's equipment and facilities. The Customer hereby expressly waives any right to assert claims against the Company for damages caused by any interruption, irregularity, defect or failure described in this paragraph.

ARTICLE VIII

Default by
Customer

If the Customer shall make default in the performance of any of his Customer obligations under this Agreement, the Company may suspend service, such suspension not to interfere with the enforcement by the Company of any rights under this Agreement or of any other legal right or remedy. Any delay by the Company in enforcing any of its rights hereunder shall not be deemed a waiver of such rights, nor shall a waiver by the Company of one of the Customer's defaults be deemed a waiver of any other or subsequent default.

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

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

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

**Continuation of Agreement For the
Purchase of Electric Service**

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

Liability The electric energy under this agreement is supplied by the Company and purchased by the Customer upon the express condition that the energy so supplied, after it passes the metering equipment of the Company, or other point of delivery, becomes the property of the Customer, to be used only as herein provided; and the Company shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Customer's premises, or elsewhere, after it passes the Company's metering equipment, or other point of delivery; or for any loss of damage resulting from the presence, character, or condition of the wires or appliances of the Customer, or for the inspection or repairs thereof.

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

**Continuation of Agreement For the
Purchase of Electric Service**

ARTICLE XII

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

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

CUSTOMER

By _____

EL PASO ELECTRIC COMPANY

By _____

**EL PASO ELECTRIC COMPANY
RESIDENTIAL LEVEL PAYMENT PLAN AGREEMENT**

Dear _____

It is with pleasure that the El Paso Electric Company welcomes you to the advantages offered by our Level Payment Plan.

Your monthly payment will be \$_____. This is based on the estimated average monthly billings for your electric service.

The Level Payment Plan is made available to equalize the amounts of your monthly payments for electric service. Your account will be reviewed twice a year. If on review, the actual use of service for the budget period is significantly more or less than was anticipated, the established amount for your monthly payment will be adjusted. You will be notified before any change is made in the monthly billing. Should you anticipate any changes that would affect your usage, you should advise The Electric Company.

You or the Company has the right of discontinuing the Plan at any time if the Plan is not working satisfactorily.

Should the account be changed to the regular method of payment for any reason, all unpaid charges will be included in your next monthly bill.

Please sign and return this letter to us. If additional information is desired, feel free to call our representative at (915) 543-5370. It is our privilege to be of service to you.

Sincerely,

(SENDER'S NAME)
(SENDER'S POSITION)

CUSTOMER'S SIGNATURE

DATE

ACCOUNT NUMBER

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**EL PASO ELECTRIC COMPANY
CONTRATO PARA PLAN DE PAGO NIVELADO**

Estimado _____

Es con un placer que El Paso Electric Company le dá la bienvenida a las ventajas que ofrece nuestro programa de Plan de Pago Nivelado.

Su pago mensual será de \$_____. Este número se basa en un promedio de sus pagos mensuales por servicio de electricidad.

El Plan de Pago Nivelado se le proporciona para igualar las cantidades de su pago mensual por su servicio de electricidad. Su cuenta será evaluada dos veces al año. Si durante la evaluación, el uso actual de el presupuesto de los servicios de la temporada es significativamente más ó menos de la anticipada, la suma establecida para su pago mensual será ajustada debidamente. Se le notificará antes de que se le hagan cambios a su cobro mensual. Si usted llegára a anticipar algún cambio que fuera a afectar su uso, deberá comunicarselo a El Paso Electric Company.

Usted ó la Compañia tienen el derecho de discontinuar este Plan en cualquier momento si el Plan no esta funcionando a satisfacción.

En caso de que por alguna razón el metodo de pago cambie al metodo original, todos los cargos no pagados serán incluidos en su proximo cobro mensual.

Favor de firmar y devolvernos esta carta. Si usted desea información adicional, puede llamar a uno de nuestros representantes al (915) 543-5970. Es un privilegio estar a su servicio.

Sinceramente.

(NOMBRE DE LA PERSONA)
(POSICION)

FIRMA DEL CLIENTE

FECHA

NUMERO DE CUENTA

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after July 1, 2010

EL PASO ELECTRIC COMPANY

DEFERRED PAYMENT PLAN AGREEMENT

Name: _____
Address: _____
Account No.: _____
Agreement Amount: \$ _____
Reason for Contract: _____

CONTRACT

In consideration of the mutual promises stated below, El Paso Electric Company (EPE) and _____ (Customer) hereby agree as follows:

In order to bring past due amounts current or to rectify the "Reason for Contract" stated above, Customer will pay EPE according to the terms of the promissory note appearing on this page. The amount due on such note will appear as a balance on Customer's forthcoming monthly electric service bills. The note payment and the current monthly bill shall be due and payable upon receipt. Customer shall be in default of this contract and the note if EPE is not paid within 16 days of issuance of the monthly bill.

EPE will continue to serve Customer with electric service for so long as Customer is not in default of this contract and the note. In the event Customer's service is disconnected as a result of default hereunder, Customer will pay the entire balance due on the note plus a reconnect charge prior to the restoration of service.

IF YOU ARE NOT SATISFIED WITH THIS CONTRACT, OR IF AGREEMENT WAS MADE BY TELEPHONE AND YOU FEEL THIS CONTRACT DOES NOT REFLECT YOUR UNDERSTANDING OF THAT AGREEMENT, CONTACT EPE IMMEDIATELY AND DO NOT SIGN THIS CONTRACT.

IF YOU DO NOT CONTACT EPE, OR IF YOU SIGN THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR EPE'S FAILURE OR REFUSAL TO COMPLY WITH THE TERMS OF THIS AGREEMENT.

Date: _____ Customer's Signature _____

By: _____
El Paso Electric Company

PROMISSORY NOTE

Date: _____
\$: _____

I promise to pay to El Paso Electric Company, El Paso, Texas, the principal sum of: _____ Dollars (\$ _____) in installments as follows: _____ Dollars (\$ _____) on _____, and the balance in _____ equal monthly installments of _____ Dollars (\$ _____) beginning on _____, until paid in full.

In the event of default in the payment of any of the installments as herein provided, time being of the essence hereof, the holder of this note may without notice or demand declare immediately due and payable the entire principal sum then unpaid.

In the event of commencement of suit to enforce payment of this note, the undersigned agrees to pay such additional sum as attorneys' fees as the court in such action may adjudge reasonable.

Customer's Signature _____

EL PASO ELECTRIC COMPANY

CONTRATO PARA PLAN DE PAGO APLAZADO

Nombre: _____
Domicilio: _____
Número de Cuenta: _____
Cantidad Convenida: \$ _____
Razón para el Contrato: _____

CONTRATO

En consideración de las mutuas promesas establecidas mas adelante, El Paso Electric Company (EPE) y _____ (Cliente) convienen en lo siguiente:

Con objeto de poner al corriente adeudos atrasados o rectificar la "Razón para el Contrato", arriba mencionada el Cliente pagará a EPE de acuerdo a los términos del Pagaré (Promissory Note) que aparece en esta página. La cantidad adeudada que aparece en el Pagaré aparecera como un Estado de Cuenta en los proximos recibos mensuales de electricidad. El Pagaré y la cuenta mensual de electricidad son pagaderos al recibo de los mismos. Se considerará incumplimiento del contrato y del Pagaré si EPE no ha recibido el pago dentro de los siguientes 16 días de emisión del Estado de Cuenta mensual.

La EPE continuara proporcionando el servicio de electricidad mientras el Cliente cumpla con este Contrato y el Pagaré. En caso de que el servicio de electricidad le sea desconectado al Cliente por incumplimiento de este Contrato, el Cliente deberá pagar la cantidad total adeudada en el Pagaré mas el cargo por reconexión previamente a la reinstalación del servicio.

SI UD. NO ESTÁ SATISFECHO CON ESTE CONTRATO O SI EL ACUERDO FUE HECHO POR TELÉFONO Y SI SIENTE QUE NO REFLEJA EL ENTENDIMIENTO DE LO CONVENIDO, CONTACTE DE INMEDIATO A LA EPE Y NO FIRME ESTE CONTRATO.

SI NO ENTRA EN CONTACTO CON LA EPEC O SI FIRMA ESTE CONVENIO, UD. ESTÁ RENUNCIANDO A SU DERECHO DE DISCUTIR LA CANTIDAD DEBIDA EN LOS TÉRMINOS DE ESTE CONVENIO EXCEPCIÓN HECHA DEL CASO DE INCUMPLIMIENTO POR PARTE DE LA EPE O QUE ESTA SE REHUSE A ACTUAR EN LOS TÉRMINOS DEL CONVENIO.

Fecha: _____

Firma de Cliente: _____

Por: _____
El Paso Electric Company

PAGARÉ

Fecha: _____ \$: _____

Prometo pagar a El Paso Electric Company, El Paso, Texas, la cantidad de _____
Dólares (\$) _____) en abonos como sigue: _____
Dólares (\$) _____) el _____ y
el resto en) _____ pagos iguales mensuales de _____ Dólares
(\$ _____) empezando el _____ hasta ser pagada la cantidad total.

En caso de falta de pago de alguno de los abonos aqui convenidos, siendo la puntualidad base y esencia del Contrato, el propietario del Pagaré (Promissory Note) podra dar por vencido el plazo sin aviso previo y demandar el pago de la cantidad total, de inmediato.

En caso de que se haya iniciado un procedimiento judicial para el cobro del Pagaré, el Cliente acuerda pagar los gastos adicionales tales como los honorarios de los abogados de acuerdo a lo que la Corte juzgue razonable.

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

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

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

**FAILURE BY GUARANTOR TO PAY THE CUSTOMER'S DELINQUENT BILL IN ACCORDANCE
WITH THE TERMS OF THIS GUARANTY SHALL RESULT IN THE TERMINATION OF ELECTRIC
SERVICE TO GUARANTOR AT THE GUARANTOR'S RESIDENT ADDRESS IN ACCORDANCE WITH
RULE 25.29 OF THE SUBSTANTIVE RULES OF THE TEXAS PUBLIC UTILITY COMMISSION.**

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

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

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

Signature of Guarantor

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

Notary Public in and for the
State of Texas

EL PASO ELECTRIC COMPANY
GARANTIA DE PAGO DEL SERVICIO DE ELECTRICIDAD

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

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

**SI EL FIADOR NO PAGA LA CUENTA VENCIDA DE EL CLIENTE DE ACUERDO CON LOS
TERMINOS DE ESTA GARANTIA, LE SERA TERMINADO EL SERVICIO DE ELECTRICIDAD A EL
FIADOR EN SU DOMICILIO. DE ACUERDO A LA REGLA 25.29 DE LAS REGLAS SUSTANTIVAS DE
LA COMISION DE SERVICIOS PUBLICOS DE TEXAS.**

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

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

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

Firma del Fiador

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

Notary Public in and for the
State of Texas

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

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

Military Personnel, Additional Information:

1. Permanent Address _____
2. 1st Sgt. Or C.O., Name _____ Phone No. _____
3. Unit _____ Length of Tour _____

Service for Businesses, Complete the Following:

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

TO BE COMPLETED BY OFFICE ONLY

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

EL PASO ELECTRIC COMPANY

SECTION 3

LINE EXTENSION POLICY

AND

CONSTRUCTION CHARGES

EL PASO ELECTRIC COMPANY

SECTION 3

LINE EXTENSION POLICY AND CONSTRUCTION CHARGES

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EL PASO ELECTRIC COMPANY
STATE OF TEXAS SERVICE AREA

Incorporated Cities and Towns

City of El Paso
Town of Anthony
Town of Clint
Town of Horizon City (T)
City of Socorro
Village of Vinton
Town of Van Horn
City of Fabens (T)

Unincorporated Service Areas

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

PURPOSE

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

Section Number 3
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Page 1 of 1

Revision Number 4
Effective with service provided on or
after July 1, 2010

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

DEFINITIONS

A. Customer Advance for Construction:

Cash advances by Customers for construction which are subject to refund either wholly or in part, depending on the amount of revenue generated over the forty-eight (48) month (four year) revenue period. (T)|

B. Customer Contributions:

Nonrefundable cash contributions in aid of construction.

C. Estimated Forty-Eight Month (four year) Base Revenue: (T)|

The estimated base revenue from forty-eight (48) monthly bills to the Customer. The respective monthly kWh usage is determined by estimating the Customer's monthly demand, hours per day, days per week, and an average of 4.3 weeks per month, and calculated with the following formula. (T)|

$$\text{kWh} = \text{kW} * \text{hrs} * \text{days} * \text{weeks} \quad (T)|$$

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

The estimated forty-eight month revenue is determined by using the estimates of kWh and kW usage calculated by the above methods, and applying the appropriate tariff schedule, less the fixed fuel factor costs, and less taxes. (T)|

D. Actual Annual Revenue:

The revenue received from twelve (12) monthly bills rendered to the Customer, determined by the metered monthly kilowatt demand and kilowatt-hour usage, applied to the appropriate tariff schedule, less the fixed fuel factor costs, and less taxes. (T)|

E. Franchised Area:

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

F. Overhead Line Extensions:

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Definitions**

G. Cost of the Overhead Line Extension:

The cost to install new pole line facilities from existing overhead pole line facilities to the Company-specified Point of Delivery. The Cost of the Overhead Extension will include storage charges, labor, overhead, transportation, right-of-way acquisition, and survey costs in addition to the cost of materials specified in Paragraph F. The cost of the service drop, meters and metering equipment will not be included in estimating the Cost of the Overhead Extension for revenue requirements, except for those customers served at one of the Company's standard Transmission Voltages.

H. Permanent Installation/Customer:

Any installation that is constructed or placed on and permanently affixed to a foundation, and which is, or will be, used or occupied on a full time basis. A manufactured home, or a prefabricated structure shall qualify as a permanent installation if it is installed on a foundation system according to regulations of the Texas Department of Labor and Standards or is otherwise impractical to move and has the wheels, axles, and hitch or towing device removed, and if it is connected to a permanent water and sewer system.

I. Point of Delivery:

For overhead service, the point specified by the Company where the Company's and the Customer's conductors are connected. For underground Point of Delivery see Sheet No. 5, Section C (Special Underground Service Provisions), Paragraph 2.

(T)
(T)

J. Temporary Service:

Electric service to a Customer that in the Company's opinion is not of a permanent nature, i.e., construction purposes or temporary sales stands.

(T)

K. Underground Line Extension:

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

L. Cost of the Underground Line Extension:

The cost to install new underground primary or secondary facilities from either existing overhead pole line facilities or existing underground Primary or Secondary Voltage facilities to the Company-specified Point of Delivery. The Cost of the Underground Extension will include storage charges, labor, overhead, transportation, right-of-way acquisition and survey costs in addition to the cost of materials specified in Paragraph K. The cost of service cables, meters and metering equipment will not be included in estimating the cost of the underground extension for revenue requirements, except for those Customers served at one of the Company's standard Transmission Voltages.

(T)

M. Revenue Deficiency:

The amount by which the estimated forty-eight month revenue is less than the estimated

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Definitions**

cost of the overhead and/or underground line extension.

N. Revenue Guarantee:

Whereby the Customer guarantees and secures in a manner acceptable to the Company (T) that an amount equal to the cost of a line extension, plus an additional charge for line construction based on the tax-effected cost of capital at the time of the completion of the line extension.

O. Secondary Voltage:

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

P. Primary Voltage:

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

Q. Transmission Voltage:

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

R. Meters:

A recording instrument of standard manufacture provided by the Company to measure energy consumption.

S. Impaired Clearance:

The condition where a structure(s), including, but not limited to buildings, signs, towers, poles, fencing and swimming pools, is located in a position or manner in which insufficient clearance, as specified by any applicable local code(s) and the National Electric Safety Code, as such codes now exist or as such codes may be amended, exists between the structure and the Company's existing transmission, substation, express feeder, street light or distribution line facilities, or any combination thereof.

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

POLICIES

A. GENERAL

1. The policies herein contained are subject to the terms and conditions contained in the Company tariff schedules, its other service Rules and Regulations, and standard operating procedures.

2. The Company will extend its facilities and provide service in a uniform and nondiscriminatory manner to all customers within its service territory under its standard applicable tariff schedules and line extension policy. In all cases the Company will make extensions within its territory required to serve any Customer on a basis equitable both to the Company and the Customer. (T)|

3. Meters:

The Company will provide the meter and designate the location of all meters and metering equipment.

4. Type of Service:

Either single phase or three phase electrical service shall be specified by the Company, and service will be at one of the Company's standard voltages. Customers requesting three phase service must meet Company requirements.

5. Rights-of-Way (Easements):

A line extension will not be constructed for a Customer until the Company has secured all required firm rights-of-way and permits. All extensions shall be constructed on private rights-of-way, except that within incorporated municipalities where they are not available, such lines may be constructed on existing public roads, streets, alleys or easements. New customers shall furnish such rights-of-way as required, without charge to the Company, over property owned or leased by said new Customers and, if possible, will assist the Company in securing other rights-of-way necessary to provide service. The Customer shall have all of his property corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install Company's electrical facilities within said rights-of-way. (T)| (T)| (T)|

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

B. LINE EXTENSIONS

1. General:

The Company will provide at its expense, primary or secondary electric service to a permanent Customer, if the estimated four (4) year revenue equals or exceeds the estimated cost of the extension. No extension of overhead lines will be made from underground facilities or into areas designated or committed to underground facilities. If the Company determines the estimated four (4) year revenues from the primary or secondary electric service extension do not equal or exceed the estimated cost of the line extension investment, the Company shall be allowed to require a revenue guarantee or contribution from the Customer for the actual cost of the extension investment pursuant to the terms and conditions of this Line Extension Policy. (T)|

2. Revenue Deficiencies:

a. Extensions will be based upon the investment required to provide service and the estimated four-year revenue. In case of a revenue deficiency, a Revenue Guarantee or a Customer Contribution will be required to cover the deficiency. The amount of the Revenue Guarantee or Customer Contribution will be computed using the following formula. (T)|

(1) Estimated Annual Base Revenue	\$ _____	(T)
(2) Investment Required by Company	\$ _____	
(3) Revenue Credit (4 x Line 1)	\$ _____	
(4) Revenue Guarantee or Contribution (Line 2 less Line 3)	\$ _____	

The estimated annual revenue will be determined by estimating the Customer's expected annual usage multiplied by the applicable tariff schedule rate charges. (T)|

The investment cost will be calculated on the basis of current costs to install the same or similar type of line extension required and will be provided to the Customer. (T)|

b. In cases of Revenue Deficiency, the Customer must enter into a written agreement with the Company to cover the deficiency by one of the following alternatives: (T)|

(1) Customer Contribution:

The Customer may be required to make a Customer Contribution for the amount of the Revenue Deficiency and the Customer's electric service shall be billed under the applicable Tariff Schedule. (T)|

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Line Extensions**

(2) Cash Customer Advance for Construction:

The Customer may be required to make a Customer Advance for Construction in the amount of the estimated cost of the line extension. (T)|

(a) Individual Customer Served:

If the extension is to an individual Customer, the Customer's monthly bills, determined by applying the appropriate tariff schedule, less all fixed fuel factor costs and taxes, shall be deducted from the Advance for forty-eight (48) months, or until the amount advanced has been exhausted. If a balance remains after forty-eight (48) months from the date the line extension was completed, the balance reverts to the Company as a Customer Contribution. All the fixed fuel factor costs and taxes shall be paid monthly by the Customer. (T)|

(b) More Than One Customer Served:

If the extension is to serve a group of Customers, refunds will be made annually based upon actual annual revenue received from Customers served. If additional Customers are served from additional line extensions, refunds may be given as set forth in paragraph (d) which follows. (T)|

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

If the Customer is given a revenue credit, he then may be required to make a Customer Advance for Construction for the Revenue Deficit amount. Refunds will then be made only from revenue received from other Customers served when additional line extensions are constructed. Refunds or appropriation of the advance will be made as set forth in the following paragraph (d). (T)|

(d)
$$R = \frac{E B C}{48} X (48 B M)$$

Where:

R = the amount of the refund,

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Line Extensions**

E = the estimated 48 month base revenue from permanent Customers served from additional line extensions, (T)|

C = the estimated costs of the additional extensions, and

M = the number of months since the Customer's line extension was completed. (T)|

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

(e) The Company will reduce or waive the above-described charges when portions of a line extension are a service betterment for existing lines which constitute an upgrade or improvement that the Company would pursue even if the Customer had not requested the line extension. (T)|

The Company on an annual basis at the end of the twelve months following the payment of a Cash Customer Advance for Construction will reconcile refund balances. The interest rate that will be applied to balances subject to refund will be the annual commission approved interest rate for Customer Deposits.

(3) Revenue Guarantees:

Customers may enter into a written agreement for a term of four (4) years with the Company that guarantees and secures payment to the Company of an amount equal to the cost of the extension plus applicable interest charges as defined below. The four (4) year agreement period will begin for (i) overhead line extensions on the completion date of the overhead line facilities or (ii) for underground line extensions upon completion of the underground structural facilities. At the end of the four-year agreement period, actual revenues (less fixed fuel factor costs and taxes) received during the four-year agreement period from Customers served from the line extension will be compared to the cost of the extension. If revenues have not equaled or exceeded the extension cost, additional charges will be computed on the deficit amount. The additional charge shall be based upon the overall tax-effected cost of capital to the Company at the time of the line extension construction and the amount so specified in the written agreement. The additional charge to municipalities shall be no more than the maximum interest rate for municipalities as set by law, whichever is less. The deficit amount and the additional charges will then be due within thirty (30) days of billing. (T)|

If additional line extensions are connected to the original line extension, any revenue received from Customers served from the additional extensions must first cover the cost of the additional facilities, including transformers, before it can be applied to the original customer agreement. When a Customer enters into a written guarantee of revenues to offset the cost of a line extension, those (T)|

EL PASO ELECTRIC COMPANY

Line Extension Policy and Construction Charges – Line Extensions

revenues can come from the Customer entering into the agreement and also other Customers who are later served from the same facilities. Where there is an expectation that the revenues from a line extension project will equal or exceed the extension cost within an additional two-year period, at the Company's option, an extension of two (2) years may be granted after the four (4) year term of the original contract expires. (T)|
(T)|

These above terms relative to Revenue Guarantees apply to individual residential customers, commercial and industrial customers, land developers, residential subdivision developers and commercial and industrial subdivision/park developers.

(4) Renewable Energy Information:

The Company will inform each Customer requesting a line extension of the availability of information concerning renewable resources. If the Customer requests the information, or if a revenue deficiency exists and the Customer declines to enter into a written agreement with the Company pursuant to Section 2.b. above to cover such deficiency, then the Company will provide the Customer with information regarding implementation of renewable energy resource options that may be feasible for the Customer. The Company will provide a list of vendors for renewable energy resource options and, when possible, the cost of such installations. (T)|
|
|
|
(T)|

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

C. SPECIAL UNDERGROUND SERVICE PROVISIONS

1. Permanent New Residential Customers:

a. Secondary Voltage Underground Extensions:

(1) Overhead System:

Where 120/240 volt service is readily available from an existing overhead system, the Company will install, own, and maintain service conductors (maximum of 100 foot run at Company expense) for single phase service in a Customer-supplied, owned, and maintained conduit system. The Customer-supplied conduit system shall include, without limitation, the pole riser installation and the installation of all necessary conduit from the Company-specified point on the nearest Company service pole to the Point of Delivery. The Customer-supplied conduit system must meet Company specifications and local code requirements. The Customer shall make a Customer Contribution for the cost of any portion of the service conductor run in excess of 100 feet. (T)|

If the Company has reason to believe that more than one Customer will be served underground from the Company's service pole, the Company will be responsible for the installation of the pole riser installation and a service pedestal. The cost of installing the service pedestal and the pole riser installation shall be borne by the Customer and the Company shall own and maintain the service pedestal and the pole riser installation. (T)|

Where 120/240 volt service is readily available from an existing overhead system, the Company will install, own, and maintain a pole riser, riser base, secondary service enclosure if needed and service conductors (maximum of 150 foot run at Company expense) for providing single phase underground secondary service to a Customer. The Customer will supply, install, own and maintain the conduit system from the riser base to service enclosure to the meter enclosure. The customer supplied conduit system must meet Company specifications and local code requirements. (T)|

(2) Underground System:

Where 120/240 volt service is readily available from an existing underground system, the Company will install, own, and maintain service conductors (maximum of 150 foot run at Company expense) for single phase service, in a customer supplied, owned, and maintained conduit system, from the nearest Company transformer or service enclosure to the Point of Delivery. The location of both points will be designated by the Company. The Customer supplied conduit system must meet Company specifications and local code requirements. (T)|

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Special Underground Service Provisions**

2. Point of Delivery:

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

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

The Point of Delivery for all other Customers requesting underground service shall be the low voltage terminals of the Company's transformation, unless another Point of Delivery is specified by the Company. (T)

3. Residential Subdivisions:

Normally underground extensions must be made before construction of houses begins. The Company will install an underground distribution system in a filed, dedicated subdivision after the developer has met Company requirements pertaining to the installation of other utilities and has entered into a written agreement covering the number of residential lots to be served, the location of any necessary overhead express feeder lines, the amount of the Revenue Guarantee, the method of securing the Revenue Guarantee, and other necessary conditions.

The developer's Revenue Guarantee amount for an underground residential system will be determined using current material and construction costs.

No overhead or underground secondary voltage services will be extended from the overhead express feeder lines.

4. Commercial and Industrial Customers:

The Company will install an underground primary voltage or secondary voltage extension to serve a Commercial or an Industrial customer after the Customer has entered into a written agreement (if needed) covering the location of the Company's new overhead and underground facilities, the amount of the Revenue Guarantee if applicable, and the method of securing payment of the Revenue Guarantee. Commercial areas designated or committed to underground facilities by the Company and/or the developer or any regulatory body will only be served underground. (T)

5. Conversion of Overhead Facilities to Underground Facilities:

a. Residential Service Drops:

If a residential customer requests conversion of his existing overhead service drop to underground service, the Company will, at its expense, install underground service conductors a maximum run of one hundred (100) feet if:

- (1) The Customer supplies and installs the pole riser, riser base, secondary service enclosure (if required by the Company) and any conduit between the riser base (T)

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Special Underground Service Provisions**

- and the service enclosure. After the installation of the above facilities, inspection and approval by the Company, the Company will assume ownership and maintenance of these facilities. The Customer must also grant any needed firm easements for this installation and for future underground extensions from the service enclosure to adjacent lot as required. (T)|
- (2) The Customer shall supply, install, own and maintain the conduit system from the riser base or service enclosure to the meter enclosure. The conduit system must meet Company and local code requirements. (T)|
- (3) The Customer makes any changes to his service entrance equipment necessary to accommodate the new underground service. (T)|
- (4) The Customer pays the Company the current estimated cost to install and remove the overhead service drop. (T)|

If the new underground service run is greater than one hundred (100) feet, the Customer shall make a Customer Contribution for the amount of the service run in excess of one hundred (100) feet. (T)|

If the Company has reason to believe that more than one Customer will be served underground from the Company's service pole, the Company will be responsible for the installation of the pole riser installation and a service pedestal. The cost of installing the service pedestal and the pole riser installation shall be borne by the Customer and the Company shall own and maintain the service pedestal and the pole riser installation. (T)|

b. Overhead Primary Voltage Distribution Facilities:

If the Company, in response to a Customer request, agrees to replace the Company's existing overhead facilities with underground facilities, the Customer shall pay the Company in advance the estimated installed cost of the Company's new underground facilities plus the estimated cost to remove the existing overhead facilities less the estimated salvage of the removed overhead facilities. (T)|

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

D. TEMPORARY SERVICE

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

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**Line Extension Policy
and Construction Charges**

E. SPECIAL SERVICES

1. Dual Feeders:

Any permanent customer requesting an alternate Primary Voltage line in addition to the regular main Primary Voltage line shall either make a Customer Contribution in the amount of the estimated cost to provide the alternate Primary Voltage line (including substation facilities), or enter into a written agreement to pay a monthly facilities charge equal to the Company's fixed costs on the additional facilities.

2. Transmission Voltage Service:

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

(T)
|

3. Private Security Lighting or Area Lighting:

Dusk to dawn security lighting service is available in the Company's service area under the terms and conditions of the applicable Tariff Schedule. If 240 volt overhead service is readily available within 125 feet, the Company will install a standard fixture on an existing wood pole or a new 30 foot wood pole located as mutually agreed to by the Company and Customer. If 240 volt overhead service is not readily available within 125 feet, the cost of any required additional facilities will be borne by the Customer, including the total cost of all underground associated facilities if the installation is served from an underground system. All requests for service from an underground system must be negotiated separately with the Company as this lighting service is not available in all underground situations.

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

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

1. Company-Owned Street Lighting:

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

(a) Lights Served from Overhead Lines:

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

(b) Lights Served from Underground Facilities:

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

2. City Owned Street Lighting:

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges – Public Street Lighting, Freeway Lighting and Traffic Signal Lights**

a. Lights Served from Overhead Lines:

In overhead served areas, the Company shall install all requested lights and related facilities.

b. Lights Served from Underground Facilities:

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

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

In franchised areas, the Company may contract with the city, town or village to operate and maintain street lighting installed and owned by the State of Texas (State: (In some cases, the Company may contract with a county for Interstate Highway lighting only.) In the absence of such a contract, electric service for State-owned street lighting systems shall be provided under the Company's standard practice for metered commercial services, and billed under the applicable Tariff Schedule. The same terms apply to State-owned traffic signals, sign lighting, etc.

4. Relocation of Street Lights:

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

(T)

5. Lights in New Subdivisions with Underground Electric Facilities:

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

6. General Information

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

G. REMOVAL AND RELOCATION

A Customer requesting removal and/or relocation of Company facilities shall bear all costs (T) incurred by the Company in completing the removal and/or relocation. If removal and/or relocation causes operating problems for the Company, or is objectionable to other parties the Company may refuse to remove and/or relocate the facilities. Relocation of Company facilities is always contingent upon the Company's securing all necessary rights-of-way.

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and Construction Charges**

H. AFTER HOURS RATE

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

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

I. RENTAL OF COMPANY EQUIPMENT

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

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**Line Extension Policy
and Construction Charges**

J. SALE OF COMPANY INSTALLED FACILITIES

The Company, in response to Customer request, may sell Company facilities, in place, as (T)|
is, for the estimated replacement cost less depreciation on replacement cost, if

(1) The facilities are solely for the purpose of serving the Customer, and (T)|

(2) The Customer is changing or expanding his electrical facilities in a manner that will (T)|
include the Company's facilities as an integral part of the Customer's facilities. |

EL PASO ELECTRIC COMPANY

**Line Extension Policy
and Construction Charges**

K. IMPAIRED LINE CLEARANCE

Any Customer (person, company, corporation, partnership, contractor, land developer, property owner, or property lease, or any combination thereof) who installs or constructs any permanent or temporary structure(s) that impairs the clearance (as specified in any applicable code(s) and the National Electric Safety Code, as such codes now exist or as such codes may be amended of the Company's existing transmission, substation, express, feeder, street light or distribution line facilities, or any combination thereof, shall bear all costs incurred by the Company in the reconstruction or relocation, or both, necessary to remove any and all impaired clearances. The Customer shall notify the Company, as soon as possible, of any existing or anticipated impaired clearances. (T)