

FEB - 8 2019

PUBLIC SERVICE COMPANY OF NEW MEXICO

NM PUBLIC REGULATION COMM
RECORDS MANAGEMENT BUREAU

4TH REVISED SAMPLE FORM NO. 70
CANCELING 3RD REVISED SAMPLE FORM NO. 70

ELECTRIC LINE EXTENSION SALES AGREEMENT, (CUSTOMER BUILT SYSTEM)

Page 1 of 4

Electric Line Extension Sales Agreement, (Customer Built System)

x

EFFECTIVE

MAR 10 2019

REPLACED BY NMPRC

BY Operation of Law

Advice Notice No. 556



Mark Fenton
Executive Director, Regulatory Policy & Case Management

GCG#525314

PUBLIC SERVICE COMPANY OF NEW MEXICO

**ELECTRIC LINE EXTENSION SALES AGREEMENT
(CUSTOMER-BUILT SYSTEM)**

Customer:

Address:

Point Of Service:

Type of Service:

PNM Representative:

Work Order Number:

x

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between Public Service Company of New Mexico, a New Mexico corporation, hereinafter called "PNM" or "Company", and _____, hereinafter called "Customer." Customer and Company hereby agree as follows:

1. Customer hereby sells to the Company and the Company hereby purchases and agrees to operate and maintain the Customer-Built electric system described in Paragraph 2 serving the following described real estate:

2. Service to this property required an extension of the electric system (the "facilities") described as follows:

3. It is understood and agreed that the Facilities installed hereby become and shall remain the property of the Company, and the Company shall, subject to the terms and conditions of this Agreement, assume full responsibility for future operation and maintenance of said facilities.

- a) The Company assumes full and complete liability for the facilities purchased hereunder, subject to Subparagraph 3(b) below.
- b) Customer shall be liable for any defects or failures of the facilities sold to the Company for a period of one (1) year from the Agreement date, unless defects or failures arise from the Company's design, specifications or improper operation of the system.
- c) Customer affirms and hereby certifies that all easements, restrictions and rights-of-way applicable to the facilities have been obtained and recorded in the name of the Company and that said facilities have been installed in said easements or rights of way.
- d) Customer affirms and hereby certifies that the facilities are free of all liens or encumbrances and has provided Company with a waiver of Lien and/or Release of Lien executed by any contractor working on the project.
- e) Customer affirms and hereby certifies that the facilities were installed at a cost of \$_____, excluding amount paid to or by the customer in paragraph 4 below.
- f) The Company affirms and hereby certifies that the Company's estimated cost to install the Facilities is \$_____ excluding lot or revenue credits.
- g) Pursuant to the Company's currently approved Electric Line Extension Policy, the Company purchases the facilities for one dollar (\$1.00).

4. Customer has paid the Company for the following costs incurred by the Company in overseeing construction of the facilities, after receiving the line extension credit and credit for the \$1.00 transfer fee:

a) Engineering, inspection, construction, easement, and connection costs.....	\$	X
b) Total revenue credit*	-\$	X
1. Initial revenue credit	-\$	X
2. Customer generation (PV) offset	\$	X

c) Lot credit*	.....-\$	X
d) One dollar (\$1.00) transfer fee	.....-\$	X
e) System improvement credit*	.....-\$	X
f) Total amount due Company by Customer	.....if (a+b+c+d+e)>0\$	X
g) Total amount due Customer by Company	.....if (a+b+c+d+e)<0\$	X
h) NM gross receipts tax (if applicable)	.....f*tax rate \$	X
i) Pre-paid design credit	.....\$	X
j) Total cost paid by Customer to Company	.....f+h+i\$	X
k) Total cost paid by Company to Customer	.....= g or = -j if j<0\$	X

*Note: Total credits given cannot exceed the lesser of PNM's estimated cost (see 3(f)) or total customer actual cost (see 3(e)) plus total costs incurred by Company). X
X

5. Customer understands and agrees that actual annual revenues from the new line extension must meet or exceed the total revenue credit received by the Customer. Customer is/is not required to execute the Electric Line Extension Revenue Credit Guarantee Agreement. It is also understood that the calculation of revenues hereunder shall not include cost pass-through items, e.g. franchise fees, underground rate riders, fuel cost recovery. X
6. Service furnished hereunder will be in accordance with the Company's Rules and Regulations and pursuant to its rate schedules applicable to the type of service required. The Company's Rules and Regulations and rate schedules are filed with the New Mexico Public Regulation Commission (Commission) and are incorporated herein by reference and made part of this Agreement.
7. This Agreement, including the Electric Line Extension Policy which is made apart hereof, shall at all times be subject to such changes and modifications as shall be ordered from time to time by any legally constituted regulatory body, including the Commission, having jurisdiction to require such changes or modifications.
8. The entire understanding between the parties hereto relating to this Agreement is set forth herein. There are no oral understandings between the parties. No amendments to this Agreement are authorized unless reduced to writing and signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth above.

Customer:

Public Service Company of New Mexico:

Name of Customer

By

By (Signature)

Title

Printed Name & Title of Signatory

Billing Address:

X