

**PUBLIC SERVICE COMPANY OF NEW MEXICO**

2011 NOV 21 PM 4:50

2<sup>ND</sup> REVISED SAMPLE FORM NO. 88  
CANCELLING 1<sup>ST</sup> REVISED SAMPLE FORM NO. 88

**ELECTRIC LINE EXTENSION REVENUE CREDIT GUARANTEE AGREEMENT**  
**(FOR NEW SERVICE LOCATIONS ONLY)**

Numerous Changes (X)

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Electric Line Extension Revenue Credit Guarantee Agreement (For New Service Locations Only).

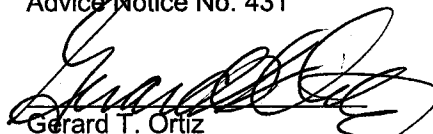
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**EFFECTIVE**

NOV 21 2011

REPLACED BY NMPRC  
BY Final Order Case #11-00430-UT

Advice Notice No. 431



Gerard T. Ortiz

Executive Director, NM Retail Regulatory Services

GCG#512846

# PUBLIC SERVICE COMPANY OF NEW MEXICO

## Electric Line Extension Revenue Credit Guarantee Agreement (For New Service Locations Only)

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 has requested Company to provide electric service to property which will require an extension of the Company's electric system.
2. The new line extension is being constructed pursuant to Company Work Order No. \_\_\_\_\_ to provide service at the following service address:

Street Number and Name: \_\_\_\_\_  
 City & Zip: \_\_\_\_\_

Under the following customer service account name: \_\_\_\_\_  
 Company's line extension bid is: \$ \_\_\_\_\_  
 Customer Built System Total Line Extension Estimate is: \$ \_\_\_\_\_

3. Customer received an initial line extension revenue credit of \$ \_\_\_\_\_. Customer understands and agrees that the revenue credit Customer has received reflects an estimate based on Customer's projected 12-month consumption and that actual revenue at the service location may vary.
4. Customer understands and agrees that actual revenues to Company from the new service location must meet or exceed the revenue credit received by the Customer. Insufficient actual revenues will result in supplemental billing to the Customer as described below.
5. At the end of Customer's first 18 months of service from the new service location, Company will compare the revenue credit given to Customer with actual revenue received by the Company during such 18 months of service. The start date for the 18 month service period will be the earlier of (i) the date permanent service is energized or (ii) 90 calendar days from when PNM has completed the construction of the line extension (except for energizing the service).
6. If after 18 months of service, Company has not received actual revenue from the new service location that meets or exceeds the line extension revenue credit given to Customer, then Customer agrees to pay Company's billing for the underage. It is understood that the calculation of actual revenue received by the Company shall not include cost pass-through items, e.g. franchise fees, underground rate riders, fuel cost recovery.
7. Customer agrees to pay Company's billing within 30 days following issuance of such billing. If Customer does not pay the amount due within such 30 day period, then Customer agrees to pay an additional charge of 0.667% per month of the total balance in arrears, plus all of Company's costs, including attorney fees incurred in collecting payment from Customer.
8. This Agreement, including the Company's Electric Line Extension Policy which is made a part 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 New Mexico Public Regulation Commission ("NMPRC"), having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the NMPRC's requirements if and when the NMPRC is requested to take action which could cause a change in the terms of this Agreement.
9. 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 date set forth above.

# PUBLIC SERVICE COMPANY OF NEW MEXICO

Electric Line Extension Revenue Credit Guarantee Agreement  
(For New Service Locations Only)

**Customer:**

**Public Service Company of New Mexico:**

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name & Title of Signatory

Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Use Only:**

\_\_\_\_\_  
Meter Number

\_\_\_\_\_  
Banner Account Number

\_\_\_\_\_  
Work Order (W.O.) Number

\_\_\_\_\_  
Retirement Order (R.O.) Number

\_\_\_\_\_  
Work Request Number