

PUBLIC SERVICE COMPANY OF NEW MEXICO  
ELECTRIC SERVICES

2ND REVISED SAMPLE FORM NO. 54  
CANCELING 1ST REVISED SAMPLE FORM NO. 54

RECEIVED  
NOV 4 3 58 PM '97  
NM PUBLIC  
UTILITY  
COMMISSION

ELECTRIC LINE EXTENSION CONSTRUCTION AGREEMENT  
CUSTOMER BUILT

Numerous Changes (X)

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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:

- Customer is requesting the Company to provide electric service to the following described property or real estate:  
\_\_\_\_\_
- To provide service to this property will require an extension of the Company's electric system (the "line extension" or "facilities") described as follows:  
\_\_\_\_\_
- Company grants permission to Customer to construct the line extension by contract between Customer and \_\_\_\_\_ (Contractor's name and License Number), a qualified contractor, who is acceptable to PNM.
- Customer and PNM agree that such construction is to be completed in accordance with the Company's Electric Line Extension Policy, including but not limited to all the duties, requirements and obligations set forth in Appendix 1 thereto, entitled "Customer Built System Requirements", a copy of which has been provided to the Customer on \_\_\_\_\_. Customer and PNM adopt and incorporate by reference in this Agreement all such duties, requirements, and obligations, set forth in the Electric Line Extension Policy and Appendix 1 thereto.
- Customer agrees to comply with Company specifications for materials, equipment, trenching and installation construction standards for completing the line extension.
- Customer agrees that the Company has the authority to accept or reject Contractor's work in constructing the line extension. Customer agrees that Company has no obligation to provide electric service to a line extension which is not accepted by Company. In addition, Company has no obligation to purchase a line extension which is not accepted by the Company.

EFFECTIVE	
FOR	ON
Service	
DEC - 5 1997	
BY Case 2688	
APPROVED	
NEW MEXICO PUBLIC UTILITY COMMISSION	

Advice Notice No. 260

Signature/Title Cindy McGill  
Cindy McGill  
Director, Regulatory Policy

**PUBLIC SERVICE COMPANY OF NEW MEXICO  
ELECTRIC SERVICES**

2ND REVISED SAMPLE FORM NO. 54  
CANCELING 1ST REVISED SAMPLE FORM NO. 54

**ELECTRIC LINE EXTENSION CONSTRUCTION AGREEMENT  
CUSTOMER BUILT**

Numerous Changes (X)

Page 2 of 2

7. Customer agrees to pay the Company for its actual costs incurred in providing engineering design, construction inspection, meter installation, and easement assurance for the line extension.
8. Upon construction of a line extension that is acceptable to the Company, Customer agrees to sell the line extension to the Company for \$1.00 free and clear of all liens and encumbrances in accordance with the Company's standard form Electric Line Extension Sales Agreement Customer-Built System, a copy of which may be provided at the Customer's request.
9. Customer shall obtain all necessary easements and rights of way for construction of the facilities; rights of ingress and egress; and the right of excavation as required for installation, maintenance, repair or replacement of any of the facilities. All easements shall be of public record and, in the case of plats, clearly shown on such plats prior to final recording. Customer agrees to install underground facilities such that PNM's required cable depth is met following completion of final grade and drainage work. Any relocations due to changes in location of easements, lot lines, or grades will be at the expense of Customer and will be non-refundable.
10. This Agreement, including the 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 Utility Commission ("Commission"), having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when Commission action could cause a change in the terms of this Agreement.
11. The entire understanding between the parties hereto relating to this Agreement is set forth herein and there are no oral understandings between the parties. Any amendments to this Agreement must be reduced to writing and signed by an authorized representative of each party.

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

Customer: \_\_\_\_\_

PNM \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_ Customer

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

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

EFFECTIVE	
FOR	ON
Service	
DEC - 5 1997	
Case 2688	
APPROVED	
NEW MEXICO PUBLIC UTILITY COMMISSION	

Advice Notice No. 260

Signature/Title  
Cindy McGill  
Director, Regulatory Policy

