

PUBLIC SERVICE COMPANY OF NEW MEXICO

ELECTRIC LINE EXTENSION AGREEMENT (COMPANY-BUILT SYSTEM)

ITEM # 18-0185

Customer: City of Santa Fe
Address: P.O. Box 909
Santa Fe, NM 87504
Point of Service: Siler Rd. & Cerrillos Rd.
Type of Service: Overhead Street Lighting

PNM Representative: Matthew Holbert
Work Order Number: 84189
Installation Task Number(s): 01, 02
Retirement Task Number(s): N/A
Home Center: 1482

THIS AGREEMENT is made and entered into this 16th day of February, 2018 by and between PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, hereinafter called "PNM" or "Company", and City of Santa Fe, hereinafter called "Customer." Customer and Company hereby agree as follows:

1. Customer is requesting the Company to provide electric service to the following described property or real estate:
Siler Rd. & Cerrillos Rd. Overhead Street Lighting
2. To provide service to this property will require an extension of the Company's electric system (the "line extension" or "facilities") described as follows:
Install one 120V 100W HPS street light and steel arm on existing wood pole and overhead duplex wire from existing transformer.
3. The Customer agrees to pay for the line extension cost as indicated below. The Customer understands the estimated cost and initial credit determinations are final and no additional credits will be given.

| | |
|---|------------------|
| Estimated total cost of work | \$2073.40 |
| Less initial revenue credit | -\$920.00 |
| Less initial lot credit..... | -\$0.00 |
| Less salvage credit | -\$0.00 |
| Less system improvement credit..... | -\$0.00 |
| Less transformer/meter credit | -\$0.00 |
| Less pre-paid design credit | -\$0.00 |
| Total cost paid to Company by Customer..... | \$1153.40 |

4. Customer understands and agrees that actual annual revenues from the new line extension must meet or exceed the revenue credit received by the Customer. Customer is not required to execute the Company's 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.
5. The total cost payable by Customer under paragraph 3 above must be paid in full in advance of any construction. Notwithstanding the foregoing, if Customer is a federal, state or local governmental agency that is legally restricted from providing an advance payment for such construction, and Customer provides a copy of such legal restriction(s) to Company, then Customer may (in advance of construction) provide a purchase order to the Company for the total cost payable, and Customer shall not be required to pay the Company for any costs of construction until such construction has been completed.
6. It is understood and agreed that the facilities installed hereunder shall be and 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.
7. 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 on file with the New Mexico Public Regulation Commission

("NMPRC" or "Commission") and are incorporated herein by reference and made a part of the Agreement.

8. Customer shall furnish and/or assist the Company in obtaining 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 provide grades plus or minus three (3) inches in accordance with the "final grade and drainage plan" of record on all Customer-provided utility easements and locate lot lines as required by the Company. Any relocation due to changes in location of easements, lot lines, or grades will be at the expense of Customer and will be non-refundable.
9. 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 NMPRC, having jurisdiction to require such changes or modifications. Notice shall be given in accordance with the Commission's requirements if and when the Commission is requested to take action which could cause a change in the terms of this Agreement.
10. The entire understanding between the parties hereto relating to this Agreement is set forth herein and in any Electric Line Extension Revenue Credit Guarantee Agreement and 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 date set forth above.

Customer:

Public Service Company of New Mexico:

City of Santa Fe
Name of Customer

By Tom Dominguez

See Attached Signature page
By

Title Engineering Supervisor

Printed Name & Title of Signatory

Billing Address:

P.O. Box 909
Santa Fe, NM 87504

Company Use Only:

84189005

Work Order (W.O.) Number

N/A

Retirement Order (R.O.) Number

N/A

Work Request Number

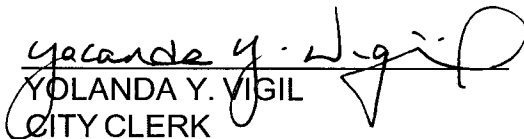

IN WITNESS WHEREOF, the parties have executed this Agreement on the date
set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 02/27/2018

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK 

APPROVED AS TO FORM:

 2/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 2-23-18
ADAM K. JOHNSON, FINANCE DIRECTOR 

12049.520150
Business Unit Line Item