

Sierra Electric Cooperative, Inc. NEW MEXICO  
Fourth Revised Rate No. 14 PUBLIC REGULATION  
Cancelling Third Revised Rate No. 14 COMMISSION  
(X - Numerous Changes) FILED

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**Special Contract – Supplemental Power for the City of Truth or Consequences**

**Availability**

This rate is available to the City of Truth or Consequences, New Mexico ("City") as supplemental service to that provided by the Western Area Power Administration so long as an Electric Service Agreement ("Agreement") between Sierra Electric Cooperative, Inc. ("Sierra") and the City exists for the supply of supplemental electric power and energy for Supplemental Requirements.

**Character of Service**

The electric power and energy for Supplemental Requirements to be furnished hereunder shall be three-phase, alternating current, at a nominal frequency of sixty (60) hertz and will be delivered to the City at a nominal delivery voltage of 115 kV.

**Point of Delivery**

The point(s) of delivery whereby the City's Scheduling Agent and Sierra through Tri-State Generation and Transmission Association, Inc. ("Tri-State") delivers electric power and energy to the account of the City. Currently, the Point of Delivery is the 115kV bus of the Hot Springs substation owned by the City.

**Monthly Rate**

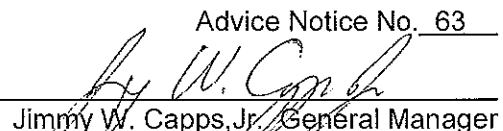
- (1) A fixed energy rate of \$0.07555 (75.55 mills) per kWh, sold to Sierra Electric Cooperative, Inc. by Tri-State, plus any increased adjustments to Tri-State's billings for new or increased existing taxes, fees or other charges incurred by Tri-State and levied, assessed, or required by any governmental authority on the service rendered, for the first four-year period commencing on the first day of the first full billing period following the effective date of this rate (however, if such rate becomes effective on the first day of a billing period, the four-year period shall commence on the effective date of such rate) ("Initial Date") and ending on the date forty-eight months following the Initial Date. Thereafter, until December 31, 2026, Tri-State will sell power and energy to Sierra for the Supplemental Requirements to which this rate is applicable in accordance with Option No.1 of Rate Schedule NM EX-7 and provisions of Section 5 of the Resale Contract, subject to certain conditions and provisions of Option No. 1 of Tri-State's Rate Schedule NM EX-7, as it may be amended, superseded, or replaced by Tri-State as filed in the form of an advice notice by Tri-State with the New Mexico Public Regulation Commission ("NMPRC"),

**EFFECTIVE**

DEC - 1 2014

REPLACED BY NMPRC  
BY Rule NO. 540

Advice Notice No. 63

  
Jimmy W. Capps, Jr. General Manager

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- (2) Plus \$0.0036 (3.6 mills) per kWh for the total kWh supplied as supplemental power (Supplemental Requirements) to the City, plus
- (3) Reimbursement of the supervision and inspection fee payable by Sierra to the NMPRC, plus
- (4) An amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, charges (exclusive of ad valorem, state and federal income taxes) payable by Sierra and Tri-State and levied or assessed by any governmental authority on the service, or on the right or privilege of rendering the service, or on any other object or event incidental to the rendition of the service.

Components of the rate will be true-up each year during the term of the Agreement following the First Four Year Period as specified in Tri-State Rate NM EX-7, as amended from time to time, with the true-up rate applied beginning March 1 of each contract year.

If the rate charged to Sierra by Tri-State under Option No. 1 of the filed Rate NM EX-7 is less than the average Tri-State member Class A Rate in any calendar year, the Tri-State Class A Rate (mills/kWh) shall be applied to the City and be used for billing pursuant to the conditions of Tri-State's Rate NM EX-7 or its successors.

**Monthly Minimum**

As specified in the Agreement.

**Terms of Payment**

All bills under this rate are due and payable and become delinquent if not paid within ten (10) days of receipt. Delinquent bills bear interest as provided in the Agreement.

**Terms and Conditions**

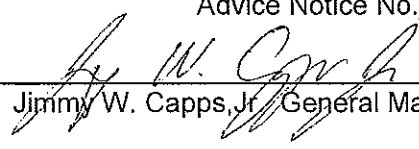
Sierra's filed rules and the terms and conditions of the Agreement apply to service under this schedule.

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