

2025

Winter Load Management Program



Program Manual

For distribution level commercial class customers including energy service companies, aggregation groups, and individual nonresidential customers of TNMP

TNMP
577 N. Garden Ridge Blvd.
Lewisville, TX 75067

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Summary

The TNMP Winter Load Management Program (WLMP or Program) is designed to provide nonresidential customers the opportunity to earn money by making their facilities available to reduce electric power consumption when given at least 30 minutes notice for short periods of time during the months of December 1 - February 28 (operating period).

The WLMP is designed to reduce demand during grid emergencies and Program participants (Participants) must be available to curtail up-to 24 hours a day, seven days a week. It is a performance-based Program that offers Incentive Payments to Participants for voluntarily curtailing electric load on notice. This manual outlines the requirements for participation and explains the commitment Program Participants must make.

TNMP has set an initial goal of enrolling 1,875 kW of curtailable load in the pilot Program operating period and has an incentive budget of \$75,000.

Background

The Program was developed as an interim pilot in 2021 outside of energy efficiency in accordance with Senate Bill 3¹, signed into law on June 8, 2021, which, among other things, requires the Commission to “allow a transmission and distribution utility to design and operate a load management program for nonresidential customers to be used where the independent organization certified under [PURA]² Section 39.151 for the ERCOT power region has declared a Level 2 Emergency or higher level of emergency or has otherwise directed the transmission and distribution utility to shed load.”³ For 2025, the WLMP is under the energy efficiency portfolio in accordance with Public Utility Commission of Texas (PUCT) 16 Texas Administrative Code (TAC) § 25.181, which authorizes participating Project Sponsors (customers or third-party sponsors) to provide on-call, voluntary curtailment of electric consumption during peak demand periods in return for incentive payments. Participants apply to provide on-call, voluntary Curtailment of electric consumption during grid emergencies in return for Incentive Payments. Incentives are based on verified curtailed Demand Savings that occur at Participant as a result of calls to request Curtailment. Customers are not required to produce a specific level of curtailed load but will only receive payments based on verified Demand Savings of the contracted amount of curtailable load.

Participation

Participants can apply to this Program through a Five-Step Process described in detail in this Program Manual. The five steps are (1) Application, (2) Contracting, (3) Performance (4) Measurement and Verification, and (5) Payment of Incentives to the Participant.

¹ S.B. 3, 87th Leg., R.S. (2021).

² Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66016 (West 2007 & Supp. 2014)

³ S.B. 3, Section 16, creating § PURA 38.075

Requirements

The WLMP is based upon a contract between the Participant and TNMP. It requires the Participant to curtail contracted load for a maximum of four events during the Program operating period, plus one Scheduled Curtailment during the Program operating period with any single event lasting from 1 to 4 hours (a maximum of 5 calls for a total of up-to 20 hours per operating period). The contract may be terminated by either party without penalty.

Eligibility

Critical load and customers participating in other load management programs, such as ERS are ineligible. Eligibility is determined at the ESIID level. Additionally, load Curtailment that will result in negative environmental or health effects are ineligible. This restriction does not preclude the use of self-generation that is in compliance with applicable environmental and health and safety laws. TNMP prefers that Participants be capable of providing at least 100 kW of peak demand reduction at each site for which load reduction is offered into the Program. However, TNMP may accept applications including sites providing less than 100 kW of peak demand reduction in the interest of meeting its load reduction targets.

Each individual project site must be equipped with an Interval Data Recorder (IDR) or advanced meter. Customer sites not equipped with either meter may request the installation of an IDR or advanced meter at no cost.

All included project sites must be energy service companies, Retail Electric Providers (REPs), aggregation groups, and individual nonresidential customers of TNMP taking service at the distribution level, and/or be a non-profit customer or government entity, including educational institutions.

Customer Commitments

Participating customers agree to a commitment of the WLMP operating period. While there are no penalties if customers opt out of the WLMP at an earlier time, opting out (or other forms of non-delivery) in a given WLMP year may cause TNMP to look unfavorably on applications to participate in subsequent program years. By its participation, the Participant commits to a maximum of five Curtailments as follows:

One (1) Scheduled Curtailment, plus a maximum of four (4) Unscheduled Curtailments of up-to four hours each during the operating period.

The operating period, for which customers commit to making their load available, runs from December 1 through February 28.

Financial Benefits

TNMP will set aside **\$40 per kW** for the contracted curtailable load amount (kW) of each Participant accepted to the Program. Actual payment will be made by April 15th of the program year. For example, a Participant who contracts for 100 kW and fully meets that obligation would earn \$4,000 for that program

year.⁴ Participating customers who deliver load reductions in excess of their committed curtailable load *may* receive an additional payment for some, or all, of the additional amount delivered if additional program budget is available, at TNMP's discretion.

Winter Load Management Program

For 2025, the WLMP is under the energy efficiency portfolio in accordance with Public Utility Commission of Texas (PUCT) 16 Texas Administrative Code (TAC) § 25.181, which authorizes participating Project Sponsors (customers or third-party sponsors) to provide on-call, voluntary curtailment of electric consumption during peak demand periods in return for incentive payments. Participants apply to provide on-call, voluntary Curtailment of electric consumption during grid emergencies in return for Incentive Payments. Incentives are based on verified curtailed Demand Savings that occur at Participant as a result of calls to request Curtailment. Customers are not required to produce a specific level of curtailed load but will only receive payments based on verified Demand Savings of the contracted amount of curtailable load.

Participants complete a five-step process in order to receive Incentive Payments:

- **Step One: Application (Appendix A).** Participant submits the online application in order for TNMP to review the proposed project for feasibility and to tentatively reserve incentive funding.
- **Step Two: Contracting (Appendix B).** The qualifying Participant enters into a contract with TNMP by executing the Contract Cover Sheet.
- **Step Three: Program operating period.** The Participant performs all Scheduled and Unscheduled Curtailments between December 1st and February 29th of the contracted program year, upon notification from TNMP.
- **Step Four: Measurement and Verification.** TNMP verifies Demand Savings from Scheduled and Unscheduled Curtailments (the "Verification Process").
- **Step Five: Incentive Payments.** TNMP pays the Participant for the average of Scheduled and Unscheduled Curtailments.

Each of these steps is covered in detail in subsequent sections of this Program Manual.

Participants must commit *Curtailable Load* to the Program for the Program operating period. There are no penalties beyond loss of participation for Participants who opt out of the Program before the end of the Program operating period; however, opting out (or other forms of non-delivery) in a given Program year may cause TNMP to look unfavorably on a Participant's application to participate in subsequent Program years. Curtailments may occur during the 24/7 operating period, defined for this Program as December 1 through February 28.

Application. Interested parties can apply to participate in the Program by submitting their Participant profile and site information on the Program website.

⁴ Note: Payments are subject to TNMP verification. Information contained in this WLMP description is subject to changes in the rules of the Public Utility Commission of Texas (PUCT).

TNMP will accept applications for participation in the Program on its eCurtail website (<http://ecurtail.com/tnmp>) beginning October 14, 2024.

Contracting. TNMP will extend contracts to those applicants accepted for participation. Contracts must be in place prior to December 1 for participants to be eligible for the full payment. If the Program is not fully subscribed, TNMP may opt to admit late entrants, but the payment for which they qualify will be prorated according to the number of days in the Program operating period their load was not available for Curtailment.

Program operating period. Participants are required to curtail pre-determined and contracted electric loads for a maximum of up to 20 hours, determined as follows:

- one test Scheduled Curtailment, plus
- up-to four Unscheduled Curtailments, none of which will exceed four hours' duration.

For the purposes of this Program, the Program operating period is defined as December 1 - February 28.

Participants will be provided notification of an Unscheduled Curtailment event at least 30 minutes before they are expected to implement their load reduction strategy. Unscheduled Curtailments will have a duration of at least one hour and at-most four hours. Unscheduled Curtailments will be called based on ERCOT's direction and may be called any time during the Program operating period.

Measurement & Verification and Payment. TNMP will set aside \$40 for each kW of curtailable load for which it contracts through this Program. The actual payment made by April 15th. As such, a Participant who offers 1 megawatt (1,000 kilowatts) of curtailable load into the Program and fully meets that obligation would earn \$40,000 for participation in the Program. To understand how TNMP verifies the amount of load reduction a Participant delivers, see Step Four, below.

Program Objectives

The Program's primary objective is to achieve demand reduction to support ERCOT. In addition, there are secondary Program goals:

1. to gather information to streamline Program processes;
2. to improve program design, and;
3. to optimize outreach to increase participation to encompass winter and/or 24/7 operations in a full Standard Offer Program.

TNMP has set an initial goal of enrolling 1,875 kW of curtailable load in the Program.

Program Eligibility

Interested parties must identify one or more sites capable of delivering a total minimum of 100 kW of load reduction in response to a 30 minute advance call. Individual facilities, companies with multiple sites within TNMP's service territory, and third-party aggregators authorized to represent qualifying sites are all eligible to become a Participant.

Participant Requirements

Eligible Participants include any of the following entities:

- Individual customers that identify curtailable load in their own facility or facilities.
- Energy Service Companies (ESCOs) and Retail Electricity Providers (REPs).
- Other third-parties with customer agreements.

Furthermore, Participants are solely responsible for assuring that contracts with retail electric providers permit each site's participation in the Program.

To ensure that the Program incentive budget is allocated to projects that are likely to meet with success, all Participants are required to complete an application demonstrating a commitment to fulfilling Program objectives and competency in completing their proposed project. Participants are required to submit information concerning their loads, operating characteristics, and experience as part of the application process.

A complete description of the application requirements is found under Step One, below.

Eligibility

A project site is defined in the Program as one or more metered locations having an estimated curtailable load (estimated kW Demand Savings) during Program operating period. Participants may include more than one project site in their applications provided each applicant meets the following requirements:

1. It is a distribution level customer of TNMP and/or a non-profit, governmental, or educational institution served by TNMP;
2. It can provide total estimated combined Demand Savings of at least 100 kW during Program operating period; and,
3. It is served by an Interval Data Recorder (IDR) or advanced meter that is monitored by TNMP.⁵

If all buildings and meters at a given site are tied to one IDR, then they may be combined into a single project site. If the Participant has multiple meters that are not tied together, then TNMP can aggregate them to the benefit of the customer.

Curtailable Load Eligibility

Curtailable loads must meet the following requirements:

1. Curtailable load must produce Demand Savings (reduction of electrical consumption during a specified period) as the result of verified savings following a dispatched (noticed) Curtailment.
2. Curtailment must begin within 30 minutes of notice, and last for the duration of the requested Curtailment event, not to exceed one-to-four for any Curtailment, at any time during the Program operating period.

⁵ If an otherwise eligible site does not have an IDR currently installed, TNMP will install an IDR or advanced meter at no cost to the customer.

In general, the Program does not specify limits to the types of loads eligible to be considered curtailable load. This permits Participants flexibility in determining the level and method of curtailing loads. However, the following sources of curtailable load are excluded from consideration⁶:

1. loads for which Curtailment would result in negative environmental or health effects, in building vacancies, or the re-location of existing operations to a location outside of the area served by TNMP;
2. loads that receive an incentive through any other demand response Program conducted by an independent organization, independent system operator, or regional transmission operator; and,
3. Critical load customers.

Only load listed on the application will be considered eligible curtailable load: incentives will be paid only for Demand Savings directly related to Curtailment of end-use equipment described in the application materials. This may be entire building(s) and/or individual end-use equipment that consumes electric energy during the summer peak demand period. TNMP will consider any and all curtailable load that consumes electrical energy for participation in the Program. It is the customer's (or other Participant's) responsibility to identify the project and project sites, but TNMP may provide advice concerning specific options and load Curtailment opportunities upon request, at no direct charge to applicants.

Program Review and Approval

The application submission process for the Program operating period begins October 14, 2024. All Program applications are reviewed on a first-come, first-served basis; however, TNMP reserves the right to move an application up or down the priority list based on the quality of the proposed curtailable load, evaluation of the proposed sponsor's ability to implement Curtailments or other such reasonable factors as may be applied. Applications will be accepted for the Program until all funds have been committed. Participants from the prior Program operating period are required to submit a new application each offering.

Upon approval of a project application, TNMP will notify participants and initiate the contracting process.

⁶ This restriction does not preclude the use of self-generation that is in compliance with applicable environmental and health and safety laws.

Step 1: The Application Process

A Participant's first step to participate in the Program is to Register online at <http://ecurtail.com/tnmp>. The application process requires completion of a Participant information form and individual site information for each site included in the sponsor's proposed project. Participants are encouraged to apply as soon as possible after the TNMP bid period opens to increase their chances of being awarded a contract. The application submission process begins October 14, 2024.

Applications are subject to ranking by TNMP based on factors including, but not limited to, the following: the amount and type of load to be curtailed, TNMP's perception of the likelihood that the proposer will be able to consistently curtail the offered load, etc. Proposals will be accepted until and after the Program goal has been reached. Applications received after the Program goal has been reached will be placed on a waiting list, from which they will be drawn in the event previous applications are either rejected or accepted at a lower capacity than their originally proposed amount.

By submitting the Participant and site application forms through the Program eCurtail website, the Participant is requesting that TNMP review the application and, if the application is approved, reserve funding for the Participant based on the proposed level of Demand Savings in the application, pending execution of the Contract Cover Sheet (see Appendix B). The application has an interactive format and includes several sections and attachments that must be completed by the Participant.

Applications will be ranked, and successful candidates will be offered contracts until the Program goal of 1,875 kW has been achieved and all incentive funding has been committed. Once approved, TNMP will request execution of the Contract Cover Sheet (see Appendix B) for the project.

Required Participant Information

The application form includes questions that all Participants are required to complete. Participants must provide information about the scope of their proposed project(s). The following fields are to be filled out in the Participant section of the online application:

- 1. Participant Contact Name(s) and Information** - Identification and information related to one or more representative(s) of the Participant who are responsible for implementation of the project.
- 2. Participant Contact Telephone Numbers** – Primary and secondary telephone numbers are to be provided where TNMP can contact the Participant to provide advance notification of a Scheduled or Unscheduled Curtailment. A representative of the Participant must be available at this number up-to 24/7 during the Program operating period to accept and act on these calls. Contact names and numbers may be changed with proper notice.

The following fields are to be filled out for each site included in a potential Participant's application:

- 1. Customer Information** - Information about the customers associated with all loads that the Participant proposes to include as curtailable load. If a Participant's proposed project involves multiple sites, the Participant should submit separate information for each site on the forms provided.
- 2. TNMP ESI ID** – This number can be identified on the customer's electric bill and is necessary in order to verify whether a customer is an eligible TNMP customer.

3. Site Profile(s) - A profile must be completed for each customer site and shall include estimated Demand Savings for the site, building type(s), operating schedules, and any additional site information that Participant believes is appropriate.

4. Curtailable Load - A description of curtailable load and processes for Curtailment at each customer site. The description must include estimated kW reductions for each site during the Program operating period.

5. Management Plan – Here, the Participant describes how it will implement the Curtailment when TNMP executes a call. This information includes the design, implementation, operation, and management of the project.

6. Supporting Documentation - Participants may submit additional supporting documentation that they determine is relevant for any project, and TNMP reserves the right to request additional information during the course of its review of the Application.

As part of the application review, TNMP will review the feasibility of the proposed curtailable load and the accuracy of the Demand Savings estimates. TNMP may request clarification of, or additional information about, any item in the application. Participants must respond to such requests within the time period specified by TNMP. If the clarification or additional information is not forthcoming in a timely manner, TNMP may choose to discontinue its evaluation of the application.

Information and Application Contacts

MATERIAL REQUESTS	BEST SOURCE	ADDRESS AND CONTACT
Program Questions	Email/Phone	Stefani Case, TNMP Stefani.Case@tnmp.com 214-222-4174
Technical Support, eCurtail website	Email/Phone	Alex Rivera, Frontier Energy arivera@frontierenergy.com 737-236-0280
Customer Agreements	Email	Stefani Case, TNMP Stefani.Case@tnmp.com 214-222-4174

Confidentiality

This Program is subject to oversight by the PUCT, which may request a copy of any Program materials that TNMP receives. Sensitive company and project information submitted by the Participant to TNMP such as load information, process descriptions, management information, and financial statements will be treated confidentially to the fullest extent possible, and will not be provided directly to outside parties other than the PUCT or its third party contractor the Evaluation Measurement and Verification team. TNMP will have no liability to any Participant or other party as a result of public disclosure of any submittals.

Submission of False Information

TNMP reserves the right to discontinue its evaluation of all submittals and terminate all Agreements of a Participant if it is determined that any submission or part of the submission contains intentionally false, misleading, or materially incorrect information.

Step 2: The Contracting Process

Once an Application (consisting of the Participant and site information submitted via the online Program tracking system) has been reviewed and approved by TNMP, qualifying Participant applicants will be asked to complete the highlighted areas, execute and return the Contract Cover Sheet attached in Appendix B to this Program Manual. Because this is a contract authorized by the PUCT, the terms of the contract are uniform and effectively non-negotiable, except where it can be demonstrated to the satisfaction of TNMP that unique circumstances merit and require revision. Once the Contract Cover Sheet is signed by both the Participant and TNMP, the Participant's primary obligation will be to perform the following:

- Respond effectively to calls for Scheduled and Unscheduled Curtailments of the contracted curtailable loads when notified by TNMP.
- Monitor loads during Scheduled and Unscheduled Curtailments and maintain the loads at the desired minimum throughout the duration for the event(s).

The primary obligations of TNMP will be to perform the following:

1. Perform the Measurement and Verification activities for each Participant site in order to verify and measure the Demand Savings for each Curtailment according to the process defined by the applicable Texas Technical Reference Manual (TRM).
2. Calculate and issue the Incentive Payment by April 15, based on verified Demand Savings relating to the average of the annual Scheduled and Unscheduled Curtailment(s), for as long as the Agreement is in effect.

Step 3: The Program operating period

To achieve the goal of reducing load during ERCOT emergencies, TNMP has set the maximum number of annual Curtailments to five, including one annual Scheduled Curtailment and a maximum of four annual Unscheduled Curtailments of one-to-four hours' duration each. In other words, a Participant will not be requested to call on its curtailable load any more than five times during the Program operating period, for a total of no more than 20 hours.

Scheduled Curtailments

The Program requires one Scheduled Curtailment. Scheduled Curtailments are for testing the ability of participants to curtail the amount specified in their applications in response to a call from TNMP during the Program operating period. The Scheduled Curtailment will occur between December 1 and December 15. The specific time and duration of the event will be coordinated before the event.

Unscheduled Curtailments

The Program requires Participants to participate in up-to-four Unscheduled Curtailments. An Unscheduled Curtailment may occur in response to a call from TNMP or ERCOT reaching Level EEA 2 in its emergency operations⁷ or a higher level of emergency or has otherwise directed TNMP to shed load. TNMP will notify Participants of an Unscheduled Curtailment with at least 30 minutes advance notice of the start-time for the Curtailment. The duration of an Unscheduled Curtailment will be a minimum of one hour and a maximum of four hours.

⁷ ERCOT's Energy Emergency Alert (EEA) External Communications Matrix can be found by following this link:
<http://www.ercot.com/content/news/presentations/2011/Energy%20Emergency%20Alert%20Communications%20Matrix%20Feb%202011.pdf>

Step 4: Measurement and Verification

TNMP will perform the Verification Process following the end of the Program operating period. Demand Savings and Incentive Payment amounts will be based on average actual verified Curtailment of curtailable load.

*Steps of the Verification Process*⁸

Following the end of the Program operating period, the interval data will be accessed by the Program manager (or designee) to verify actual kW Demand Savings.

TNMP will review usage data for each project site and will establish the Baseline as defined by the applicable Texas Technical Reference Manual (TRM).

The average kW throughout the Curtailment period is subtracted from the Baseline to determine the Demand Savings for that Curtailment event.

1. Demand savings used to calculate the Incentive Payment will be based on the average results of all Curtailment(s) during the Program operating period.
2. In the event no Unscheduled Curtailments occur, the Demand Savings used to calculate the Incentive Payment will be the verified Demand Savings from the Scheduled Curtailment.

⁸ National standards for Load Management M&V Programs are currently under development and are expected to be proposed for national adoption in the future, potentially altering the methodology presented here.

Step 5: Incentive Budget and Payments

TNMP will pay Participants the Incentive Payment in a single lump sum installment by April 15, 2025. In the event a Participant fails materially to produce the Demand Savings as proposed in its Application, TNMP reserves the right to decline to make any Incentive Payment and to terminate the Contract. Failure by Participant to deliver any required notice, submittal, or material within the applicable period specified in the Agreement shall be deemed a material breach of the Agreement.

Available Budget

The Program has a goal of achieving 1,875 kW of peak Demand Savings, and as such has an incentive budget of \$75,000.

Incentive Payment

For each project site, TNMP will not be obligated to pay the Participant for verified Demand Savings that exceed the amount of estimated Demand Savings proposed in the Participant's Application.

TNMP will make the Incentive Payment by April 15, at the conclusion of the Program operating period and after TNMP's approval of the interval data for Program operating period. The amount of the Incentive Payment shall be calculated using the following formula:

Incentive Payment (\$) = Total Program Incentive Rate (\$40/kW) * Average of all Curtailments
--

In the event no Unscheduled Curtailments occur, the Demand Savings used to calculate the Incentive Payment will be the verified Demand Savings from the Scheduled Curtailment.

Appendices

Appendix A: APPLICATION PACKAGE (see Step 1)

Appendix B: Standard Offer Contract (see Step 2)

Attachment 1: Contract Cover Sheet

Attachment 2: Compensation Schedule

Attachment 3: Scope of Work

Attachment 4: General Conditions

Attachment 5: Supplier Profile Form

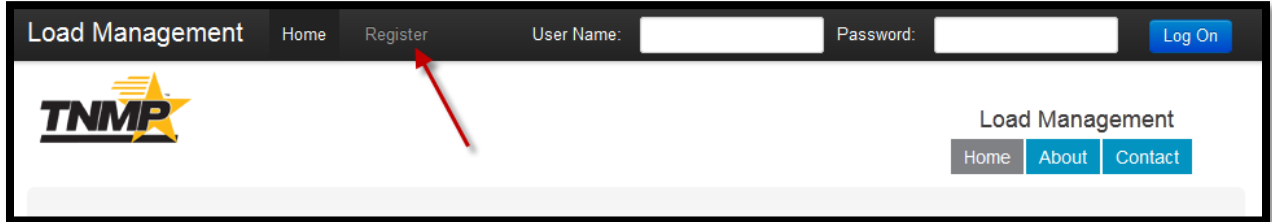
Appendix A: Application Process

The Program will be administered through an online Program tracking system. Application to participate in the Program requires registration and the creation of a username and password, provision of a unique company identifier (such as your company's Tax ID number), and provision of Participant and project site information.

To apply for Participant status in the WLMP, visit the Program website (located at <http://ecurtail.com/tnmp>). What follows are examples of the forms that must be filled out for an application to be considered complete and ready for review by TNMP's program managers.

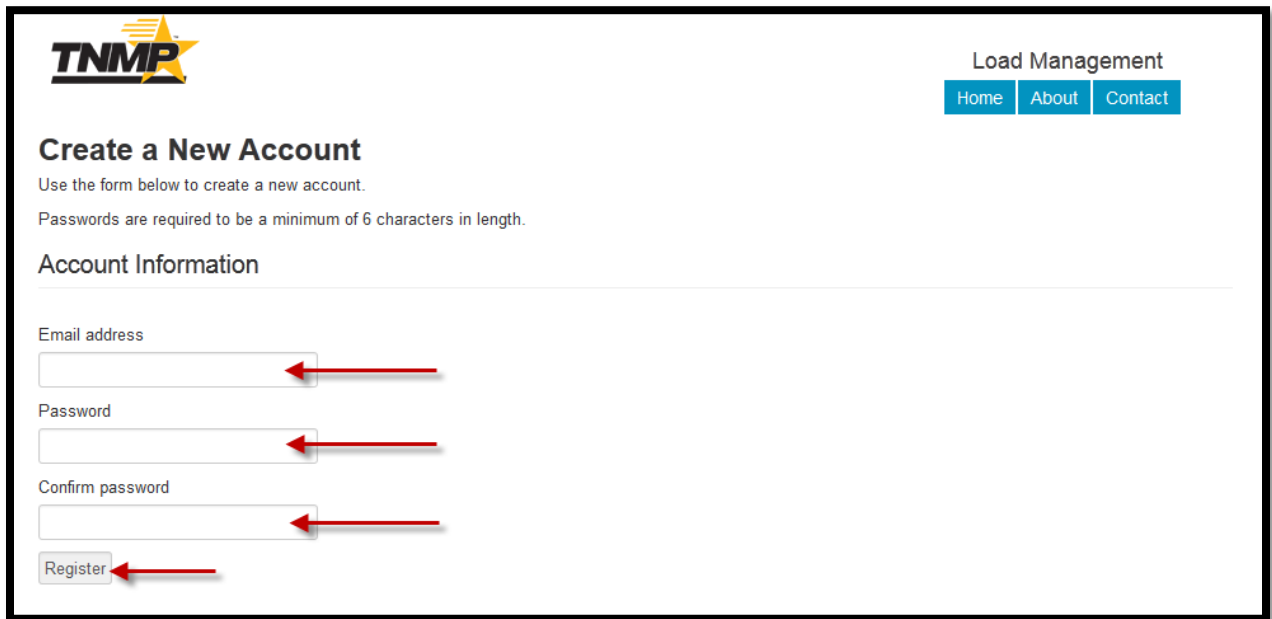
Participant Profile

Step 1: New User Registers




The screenshot shows the top navigation bar of the Load Management website. On the left is the TNMP logo. In the center, there are links for "Home" and "Register". To the right of "Register" are input fields for "User Name:" and "Password:", followed by a "Log On" button. A red arrow points to the "Register" link. On the far right, there is a secondary navigation menu with "Home", "About", and "Contact" links.

Step 2: Fill In User Account Details



The screenshot displays the "Create a New Account" page. At the top left is the TNMP logo, and at the top right is a navigation menu with "Home", "About", and "Contact" links. The main heading is "Create a New Account", followed by the instruction: "Use the form below to create a new account. Passwords are required to be a minimum of 6 characters in length." Below this is the "Account Information" section, which contains three input fields: "Email address", "Password", and "Confirm password". Each of these fields has a red arrow pointing to its right side. At the bottom of the form is a "Register" button, also with a red arrow pointing to its left side.

Step 3: Create Profile



The screenshot shows a single blue button with the text "Click here to create your profile". A red arrow points to the right side of the button.

Load Management Home Account Log Off

TNMP Load Management
Home Profile

Create Profile

Company Info

Contact Name

Company Name

TaxID

Please Choose All That Apply:
 Minority Owned Woman Owned Veteran Owned
 Management Plan

Business Description

Contact Info

Street Address

Street Address (cont)

City State Zip

Phone : - - x.

Cell : - - x.

Fax : - - x.

Email

[Create](#) ←

Step 3: Update Profile

Load Management Home Account Search by Site Name Log Off

TNMP Load Management - Sponsor
Home Profile Sites Contacts Reports Documents

Home

Project Site Information

Step 1: Create New Site or Copy Existing Site

Load Management Home Account Search by Site Name Log Off

TNMP

Load Management - Sponsor

Home Profile **Sites** Contacts Reports Documents

Home

Sites

[+] Filters

Site

Batch Actions: -- Actions --

Id	Name	Program	Address	Esi ID	Proposed Curtailment	Approved Curtailment	Status	
143	Random Site 143	2012	123 Address Rd Anywhere, TX 75808	1234567890123456789012	725.00		Rejected	edit
144	Random Site 144	2012	123 Address Rd CityVille, TX 71957	1234567890123456789012	700.00		Rejected	edit
145	Random Site 145	2012	123 Address Rd CityVille, TX 44448	1234567890123456789012	500.00		Rejected	edit
146	Random Site 146	2012	123 Address Rd Somewhere, TX 95906	1234567890123456789012	425.00	425.00	Approved	edit
147	Random Site 147	2012	123 Address Rd Anywhere, TX 44690	1234567890123456789012	200.00		Rejected	edit
148	Random Site 148	2012	123 Address Rd CityVille, TX 27892	1234567890123456789012	200.00		Rejected	edit
149	Random Site 149	2012	123 Address Rd CityVille, TX 86756	1234567890123456789012	100.00		Rejected	edit

30 Page 1 of 7 Displaying 1 to 30 of 196 items

Copy Site Add New Site

Step 2: Fill In Site Details and Save

Avg. Peak kW Proposed kW To Curtail

Email: Add New Contact Select Existing Contact

Save

Appendix B: Contract

(Refer to Step Two, Program Manual)

- Attachment 1: Contract Cover Sheet
- Attachment 2: Compensation Schedule
- Attachment 3: Scope of Work
- Attachment 4: General Conditions
- Attachment 5: Supplier Profile Form
- Attachment 6: Dispatch Instructions

Note to Proposers: This Contract is generally consistent with TNMP and Public Utility Commission of Texas (PUCT) standards for the State of Texas energy efficiency Standard Offer Programs. Successful Participants will be required to execute all documents in order to participate in the Program. Because this is a Program similar to that offered by other utilities, the Terms and Conditions are essentially non-negotiable unless it is demonstrated to TNMP's satisfaction that the conditions are unique and thus require and deserve special conditions. To facilitate the process of selecting and qualifying candidates, it is recommended that your company initiate a legal review of these documents when you are considering your submission.

ATTACHMENT 1: CONTRACT COVER SHEET

Agreement Date: <insert date>
Current Date: <insert date>

Contract Number: <to be completed by TNMP>

WINTER LOAD MANAGEMENT CONTRACT BETWEEN TEXAS-NEW MEXICO POWER
 COMPANY AND <insert company name>

TNMP 577 N. Garden Ridge Blvd. Lewisville, TX 75067	ABC COMPANY, INC. 123 Alphabet Street City, State Zip
<i>Direct All Correspondence To:</i> Stefani Case Phone: 214-222-4174 Email: Stefani.Case@tnmp.com	<i>Direct All Correspondence To:</i> Contact Person Phone: 123-456-7890 Email: contactperson@abccompanyinc.com

Valid From: December 1, 2024
Valid End: February 28, 2025
Target Value: <insert Curtailment load> kW

Payment Terms: Due by April 15, 2025

This Contract is entered into by and between Texas-New Mexico Power Company (TNMP) and <insert company name> (“Participant”), to provide miscellaneous goods and services connected with the 2025 TNMP Winter Load Management Program, all in accordance with the following:

- Attachment 2: Compensation Schedule
- Attachment 3: Scope of Work
- Attachment 4: General Conditions
- Attachment 5: Supplier Profile Form
- Attachment 6: Dispatch Instructions

Notice to Participant

The Target Value listed above represents an estimated amount. TNMP does not represent, warrant, or guarantee that this value, or any other value, will be reached under this Contract. Participant shall only be paid for those goods and services actually rendered and accepted in accordance with the above noted attachments.

Nothing herein shall limit or otherwise restrict TNMP from procuring like or similar services from other vendors, without notice to or approval of Participant.

 Authorized Signature – TNMP
 Stacy Whitehurst, VP TNMP Regulatory Affairs

 Authorized Signature

THE TERMS OF THIS CONTRACT ARE SUBJECT TO THE CONDITIONS WITHIN THE ABOVE NOTED ATTACHMENTS.



ATTACHMENT 2: COMPENSATION SCHEDULE

Participants will be paid based on the procedures outlined in Step Four (Measurement and Verification) and Step Five (Incentive Payments) of the Program Manual, as set forth below.

TNMP will perform the Verification Process after any month during which a Curtailment (scheduled or unscheduled) occurs. Demand Savings and Incentive Payment amounts will be based on average actual verified Curtailment of curtailable load.

Steps of the Verification Process

Following the Program operating period, the interval data will be accessed by the program manager (or designee) to verify actual kW Demand Savings. TNMP will utilize internal systems to acquire interval data in a .xlsx format showing the month, day, time, demand (kW) and consumption (kWh) for each of the 120 15-minute demand intervals as applicable.

1. TNMP will work with eCurtail manager to analyze the interval data and calculate load reductions.
2. Baseline: TNMP will establish the Baseline for each Curtailment by using a process defined by the applicable Texas Technical Reference Manual (TRM).
3. Curtailment Demand Savings: The average kW throughout the Curtailment period is subtracted from the Baseline to determine the Demand Savings for that Curtailment event.
4. Demand Savings used to calculate the Incentive Payment will be based on the average results of all Curtailment(s) during the Program operating period.
5. In the event no Unscheduled Curtailments occur, the Demand Savings used to calculate the Incentive Payment will be the verified Demand Savings from the Scheduled Curtailment.

Payment Procedures:

TNMP will pay Participants one payment for the average Curtailments: (1) the Scheduled Curtailment and (2) any Unscheduled Curtailments. In the event a Participant fails materially to produce the Demand Savings as proposed in its Application, TNMP reserves the right to decline to make any further Incentive Payments and to terminate the Contract. TNMP's payment of Incentive Payment(s) to Participant is expressly and specifically conditioned upon TNMP receiving all required notices, submittals and materials from Participant within the applicable period specified in the Agreement. Failure by Participant to deliver any required notice, submittal, or material within the applicable period specified in the Agreement shall be deemed a material breach of the Agreement.

Available Budget

The Program is a pilot program, dependent on future changes in Public Utility Commission of Texas (PUCT) regulations and rulings. The incentive budget is \$75,000 (1,875 kW at \$40/kW).

Incentive Payment

The total payment includes the Scheduled Curtailment. For each project site, TNMP will not be obligated to pay the Participant for verified Demand Savings that exceed the amount of proposed Demand Savings approved on the Participant's contract.

TNMP will make the Incentive Payment by April 15, at the conclusion of the Program operating period and after TNMP's approval of the interval data for the Program operating period. The amount of the Incentive Payment shall be calculated using the following formula:

Incentive Payment (\$) = Total Program Incentive Rate (\$40/kW) * Average of all Curtailments
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In the event no Unscheduled Curtailments occur, the Demand Savings used to calculate the Incentive Payment will be the verified Demand Savings from the Scheduled Curtailment.

LIMITATIONS TO THE COMPENSATION SCHEDULE

1. Notwithstanding anything to the contrary, TNMP may, in its sole discretion, revise the calculation of the Incentive Payment to allow payment to Participant for an amount of peak demand reduction that exceeds the amount of Estimated Demand Savings and is less than or equal to the amount of Demand Savings, should the budget allow.
2. TNMP's payment of Incentive Payment to Participant is expressly and specifically conditioned upon TNMP receiving all required notices, submittals and materials from Participant within the applicable period specified in this Agreement. Failure by Participant to deliver any required notice, submittal, or material within the applicable period specified in this Agreement shall be deemed a material breach of this Agreement.

ATTACHMENT 3: SCOPE OF WORK

The Participant's Application, Contract Cover Sheet, and the Program Manual are incorporated by reference and hereby made a part of the Contract.

ATTACHMENT 4: GENERAL TERMS AND CONDITIONS FOR SERVICES

1.0 DEFINITIONS

The following definitions shall apply to the Contract, all Contract Documents and Amendments thereto and to related correspondence. A word or expression defined in this Contract containing capital letter(s) shall be identified, in any section of this Contract where the whole text is printed in block capitals, or by such word or expression being underlined and/or printed in a more prominent typeface.

1.1 “Acceptance” shall mean the official written notification of acceptance of the Work to Participant from the authorized representative of TNMP following satisfactory completion of the Work in accordance with the Contract.

1.2 “Affiliate” shall mean (A) a person who directly or indirectly owns or holds at least 5.0 percent of the voting securities of an energy efficiency service provider; (B) a person in a chain of successive ownership of at least 5.0 percent of the voting securities of an energy efficiency service provider; (C) a corporation that has at least 5.0 percent of its voting securities owned or controlled, directly or indirectly, by an energy efficiency service provider; (D) a corporation that has at least 5.0 percent of its voting securities owned or controlled, directly or indirectly, by: (i) a person who directly or indirectly owns or controls at least 5.0 percent of the voting securities of an energy efficiency service provider; or (ii) a person in a chain of successive ownership of at least 5.0 percent of the voting securities of an energy efficiency service provider; or (E) a person who is an officer or director of an energy efficiency service provider or of a corporation in a chain of successive ownership of at least 5.0 percent of the voting securities of an energy efficiency service provider; (F) a person who actually exercises substantial influence or control over the policies and actions of an energy efficiency service provider; (G) a person over which the energy efficiency service provider exercises the control described in subparagraph (F) of this paragraph; (H) a person who exercises common control over an energy efficiency service provider, where "exercising common control over an energy efficiency service provider" means having the power, either directly or indirectly, to direct or cause the direction of the management or policies of an energy efficiency service provider, without regard to whether that power is established through ownership or voting of securities or any other direct or indirect means; or (I) a person who, together with one or more persons with whom the person is related by ownership, marriage or blood relationship, or by action in concert, actually exercises substantial influence over the policies and actions of an energy efficiency service provider even though neither person may qualify as an affiliate individually.

1.3 “Baseline” shall mean the amount of demand in the period(s) determined by TNMP to be the Baseline for comparison to Curtailment to calculate Demand Savings. Baseline shall be calculated based on the methodology defined in the applicable Texas Technical Reference Manual (TRM).

1.4 “TNMP” shall mean Texas-New Mexico Power Company or any of its representatives, successors, or assigns.

1.5 “Commercial Customer” shall mean a nonresidential customer taking service at a metered point of delivery at a distribution voltage under an electric utility’s tariff during the prior calendar year and a non-profit customer or government entity, including an educational institution. For purposes of this section, each metered point of delivery shall be considered a separate customer.

1.6 “Competitive Energy Efficiency Services” shall mean energy efficiency services that are defined as competitive under §25.341 of this title (relating to Definitions).

1.7 “Contract” or “Agreement” shall mean, collectively, the entire agreement between TNMP and Participant, the terms and conditions incorporated therein and other documents, if any, which are by reference made a part of the Contract and providing for signature of a duly authorized representative of each party thereto.

1.8 “Contract Administrator” shall mean TNMP’s duly authorized agent who shall initiate and administer all contract activities related to the contractual terms and conditions.

1.9 “Contract Documents” or “Agreement Documents” shall mean 1) Participant’s approved application (“Application”) and Application Agreement, attached hereto as Attachment A and incorporated by reference herein, 2) the Program Manual (“Program Manual”), which is incorporated by reference herein, and 3) this Contract together with any and all other exhibits, addenda, or amendments referenced in the Agreement Documents or made a part thereof in accordance with this Agreement.

1.10 “Contract Supplement” shall mean the written instrument describing additions, changes or deletions to Participant’s scope of work as defined by the Contract Documents, or in the time of performance of the Contract (or any other change desired by TNMP) authorized and executed by duly authorized representatives of the parties hereto with the same formality as this Contract.

1.11 “Curtable Load” shall mean the equipment, material, or systems at a Project Site that is identified in the application as load that will be interrupted at the request of TNMP pursuant to the Program.

1.12 “Curtailement” shall mean shutting down the operation of Curtable Load at the request of TNMP pursuant to the SOP.

1.13 “Curtailement Demand Usage” shall mean the average demand that occurs during the period of a Curtailement.

1.14 “Customer Agreement” shall mean the agreement between Customer and the Participant that specifies the rights and obligations of each party with respect to the installation of the Measures and other related and/or unrelated matters at the Project Site.

1.15 “Demand” shall mean the rate at which electric energy is used at a given instant, or averaged over a designated period, usually expressed in kilowatts (kW) or megawatts (MW).

1.16 “Demand Savings” shall mean a quantifiable reduction in demand.

1.17 “Eligible Customers” shall mean residential and commercial customers. In addition, to the extent that they meet the criteria for participation in load management programs developed for industrial customers and implemented prior to May 1, 2007, industrial customers are eligible customers solely for the purpose of participating in such Programs.

1.18 “Energy Savings” shall mean a quantifiable reduction in a customer's consumption of energy.

1.19 “Estimated Demand Savings” shall mean: 1) the amount of demand that Participant proposes in the Application to save in a one-hour period during Summer Peak Demand Hours through Curtailments that are implemented pursuant to the Program and that TNMP approves after review of the Application and receipt of all Customer Agreements, or 2) the amount of approved Unscheduled Curtailment Demand Savings from the Scheduled Curtailment that occurs, whichever is less.

1.20 “Governmental Authority” shall mean any federal, state, local or municipal governmental body or agency or subdivision thereof, including, but not limited to, any legislative or judicial body, having appropriate jurisdiction to exercise authority or control over TNMP, its parent corporation, or any part or all of the Work to be performed under this Contract.

1.21 “Growth in Demand” shall mean the annual increase in demand in the Texas portion of an electric utility's service area at time of peak demand, as measured in accordance with this section.

1.22 “IDR” shall mean Interval Data Recorder.

1.23 “Incentive Budget” shall mean the amount of money budgeted by TNMP for the Program.

1.24 “Incentive Payment” shall mean payment made by a utility to an energy efficiency service provider under the Program.

1.25 “Load Control” shall mean activities that place the operation of electricity-consuming equipment under the control or dispatch of a Participant with the objective of producing energy or Demand Savings.

1.26 “Load Management” shall mean load control activities that result in a reduction demand on an electric utility system.

1.27 “Measurement and Verification” shall mean activities intended to determine the actual energy and Demand Savings resulting from the Program.

1.28 “Program operating period” shall mean the period from December 1, 2024 through February 28, 2025.

1.29 “Incentive Payment” shall mean the payment made by TNMP to Participant for Scheduled and Unscheduled Curtailment Demand Savings, as calculated pursuant to the Compensation Schedule.

1.30 “Participant” shall mean the party who is the provider of the energy efficiency services being purchased under this Contract and who is entering into this Contract with TNMP.

1.31 “Program Manager” shall mean TNMP’s designee who shall manage and coordinate the work activities furnished under this Contract.

1.32 “Notice” shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Contract.

1.33 “Personnel” shall mean Participant's employees or subcontractor employees performing Work under this Contract.

1.34 “Project Site” shall mean the location of a Customer’s Curtailable Load, as identified in the Application. For the purposes of this Agreement, multiple facilities representing Curtailable Load

may be combined into one Project Site as long as they are connected to a single IDR or advanced meter.

1.35 “Participant Contact Telephone Number” shall be the telephone number identified in the Application as the telephone number that TNMP will call to notify Participant of a required Curtailment.

1.36 “PUCT” shall mean the Public Utility Commission of Texas.

1.37 “Scheduled Curtailment” shall mean a Curtailment that is pre-scheduled by TNMP to occur at the beginning of the Program operating period.

1.38 “Specifications” shall mean collectively, all technical descriptions and data referenced in the Contract, and such amendments, revisions, deductions or additions as may be made and all written agreements made or to be made, pertaining to the processes, workmanship, products and quantities and qualities of the materials to be furnished under this Contract.

1.39 “Contract” shall mean a contract between an approved Participant and TNMP specifying standard payments based upon the amount of Demand Savings achieved through the installation of energy efficiency measures at electric customer sites, the measurement and verification protocols, and other terms and conditions, consistent with this section.

1.40 “Program” shall mean a program under which a utility administers contracts between the utility and Participants.

1.41 “Unscheduled Curtailment” shall mean a Curtailment that is requested by TNMP in response to a notification by the Electric Reliability Council of Texas (ERCOT) that ERCOT has reached EEA 2 or a higher level of emergency or has otherwise directed TNMP to shed load.

1.42 “Work” shall mean any and all labor, evaluations, reports and services, including all equipment, material, duties and obligations that are the responsibility of Participant under this Contract.

2.0 CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the Contract Cover Sheet, the Compensation Schedule, the Scope of Work, these Terms and Conditions for Services, the Program Manual, and all other exhibits, addenda, drawings, Specifications, Applications and any Contract Supplements issued subsequently.

2.2 The Contract Documents are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event there are any conflicting provisions or requirements in the Contract Documents, the provisions and requirements thereof shall take the following order priority:

1. Contract Cover Sheet
2. Compensation Schedule
3. Scope of Work
4. General Conditions
5. Supplier Profile Form
6. Dispatch Instructions

TNMP assumes no responsibility for bidding errors or omissions caused by failure of Participant or any of its Subcontractors to inspect and familiarize themselves with the complete set of Contract Documents.

3.0 EFFECT OF HEADINGS

Article headings appearing in this Contract are for convenience and reference only and shall in no way be construed to define, limit or interpret the text hereof.

4.0 APPLICABLE STATE LAW

The rights, obligations and remedies of the parties to this Contract shall be interpreted and governed in all respects by the laws of the State of Texas. Should any provision of this Contract or part thereof, or the application of any provision or part thereof, be judicially determined to be illegal or invalid or otherwise unenforceable, the validity of the remaining provisions or parts thereof and other applications of such provisions or parts thereof shall not be impaired.

5.0 NOTICES AND CORRESPONDENCE

5.1 All Notices or correspondence arising from or pertaining to the legal requirements, terms & conditions or the performance required by this Contract shall be in writing and either delivered in person, via email, or sent by registered or certified mail to the appropriate individual at the following addresses:

(a) To TNMP:

Attn: Stefani Case
TNMP
577 N. Garden Ridge Blvd.
Lewisville, TX 75067

stefani.case@tnmp.com

(b) To Participant:

Address stated on the Contract Cover Sheet.

5.2 All Notices or correspondence to TNMP arising from or pertaining to project administration shall be in writing and either delivered in person, via email, or sent by registered or certified mail to the appropriate individual at the following address:

Attn: Stefani Case
TNMP
577 N. Garden Ridge Blvd.
Lewisville, TX 75067

stefani.case@tnmp.com

5.3 Either of the parties may, at any time, change its mail, email, or delivery address by giving the other party ten (10) days prior written Notice.

5.4 The effective date of any written Notice delivered or mailed pursuant to this Contract shall be the date of receipt by the TNMP or Participant, as applicable, if delivered, or the postmark date if mailed.

6.0 AUTHORIZATION TO COMMENCE WORK

Participant shall not commence Work until receipt of a signed Contract.

7.0 EQUAL EMPLOYMENT OPPORTUNITY

Participant represents that it is in compliance with all applicable laws, regulations and orders with respect to equal employment opportunity and either has heretofore provided or will provide to TNMP the certifications and representations regarding equal employment opportunity that TNMP may require under such laws, regulations and orders.

8.0 NON-WAIVER OF RIGHTS

Failure of TNMP to insist upon strict performance of any of the provisions hereof, or its failure or delay in exercising any rights or remedies provided herein or by law, or TNMP's Acceptance of, or use of or payment for the Work, or any part or combination thereof, or any approval of Work by TNMP, or any purported oral modification or rescission of this Contract, or any part hereof, by any employee or other authorized representative of TNMP shall not release Participant of any of its obligations under this Contract and shall not be deemed as a waiver of any of TNMP's rights to insist upon strict performance hereof or of any of TNMP's rights or remedies under this Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

9.0 REPRESENTATIONS AND WARRANTIES

9.1 By executing this Agreement, Participant warrants and represents that it is aware of, is in compliance with, and will continue to comply for the term of this Agreement with, all of the Agreement Documents and all applicable laws and regulations related to the Program.

9.2 Participant warrants and represents that the Project meets all federal, state, and local regulatory requirements, including:

The Project may result in Demand Savings over the Agreement period;

The Application disclosed all potential adverse environmental or health effects associated with the Project, if any;

The Project will not result in negative environmental or health effects;

The Project will not result in building vacancies or the re-location of existing operations to a location outside of the area served by TNMP; and

The Project would not have been implemented in the absence of the Program.

9.3 Participant acknowledges that it received a copy of the Program Manual prior to submission of its Application. Participant warrants and represents that its participation in the Program has at all times been in compliance with, and will continue to comply for the term of this Agreement with, the procedures and conditions set forth in the Program Manual and that any failure to comply therewith may be treated as a breach of this Agreement notwithstanding the fact that such failure occurred prior to the execution of this Agreement. Participant also acknowledges that it meets or exceeds all of the qualifications required to participate in the Program as described in the Program Manual and that failure to meet the qualifications therein may be treated as a breach of this Agreement. Procedures or conditions set forth in the Program Manual may only be waived or

modified by written agreement of the parties. Any such Agreement shall be attached hereto and incorporated herein for all purposes.

9.4 Participant warrants and represents it and its Affiliates may be limited to 40% of the Incentive Budget for any year of the Project.

9.5 Participant warrants and represents that any relevant Agreement(s) or agreement(s) between a Customer and the Customer's retail electric provider concerning electric service to Curtailable Load do not prohibit or inhibit Curtailments.

9.6 Participant agrees on and after the Effective Date to use all reasonable efforts to implement the Project without undue delay and otherwise in accordance with the terms of the Agreement Documents.

9.7 One Scheduled Curtailment shall be required to be implemented by Participant at each Project Site at the beginning of the Program operating period. A maximum of four Unscheduled Curtailments shall be required to be implemented by Participant at each Project Site.

All Curtailments shall be implemented at the time and for the duration specified by TNMP.

TNMP must notify Participant at least 30 minutes prior to the required start-time of any Curtailment by calling the Participant Contact Telephone Number. A representative of Participant must be available to personally answer calls made to the Participant Contact Telephone Number during the Program operating period.

Participant may change the Participant Contact Telephone Number by providing notice to the Program Manager of the new Participant Contact Telephone Number a minimum of two business days prior to the date that the new Participant Contact Telephone Number is to become effective. In order for notice of a new Participant Contact Telephone Number to be valid, Participant must verify that the TNMP Program Manager has actually received such notice by the above-mentioned deadline.

Participant represents that the project schedule, (as noted in the Project Authorization Form) and applicable compensation is based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of TNMP. TNMP assumes no responsibility for any understanding or representation made or alleged to have been made by any of its representatives, unless such understandings or representations are expressly and fully stated in this written Contract.

10.0 SAFETY AND HEALTH

10.1 Participant shall be solely responsible for the safety and health of Participant's Personnel, its Subcontractors' Personnel, and other persons required in the execution of the Work.

10.2 Participant shall take all precautions for the safety and health of, and shall provide all protection necessary to prevent damage, injury or loss to all Personnel engaged in the Work and any other persons who may be affected thereby;

11.0 STANDARDS, CODES, LAWS AND REGULATIONS

11.1 Participant shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Contract.

11.2 Project's Sponsor shall indemnify TNMP for loss occasioned by the noncompliance with the authorities listed in Article 11.1 above as set forth in Article 16.2

11.3 Participant shall secure and pay for all permits, governmental fees and licenses necessary for proper execution and completion of the Work, unless otherwise specified in the Contract Documents.

12.0 INDEPENDENT CONTRACTOR AND SUBCONTRACTOR

12.1 Participant agrees to perform the Work as an independent contractor and not as a subcontractor, agent or employee of TNMP.

12.2 There shall be no contractual relationship between TNMP and any of Participant's subcontractors or suppliers, arising out of or by virtue of this Contract. TNMP shall not be responsible for the payment of any sums to any subcontractor or supplier.

12.3 Participant shall include in all agreements with Vendors and Subcontractors liability limitation, suspension, termination and attorneys' fees terms at least as favorable to TNMP as those set forth herein. SHOULD **PARTICIPANT** FAIL TO OBTAIN SUCH LIABILITY LIMITATION, TERMINATION, SUSPENSION AND ATTORNEYS' FEES RIGHTS IN VENDOR AND SUBCONTRACTOR AGREEMENTS, **PARTICIPANT** SHALL INDEMNIFY AND HOLD **TNMP** HARMLESS TO THE EXTENT THAT ANY SUBCONTRACTORS OR VENDORS ASSERT CLAIMS OR CAUSES OF ACTION FOR DAMAGES IN EXCESS OF AMOUNTS PERMITTED PURSUANT TO TERMINATION (WITH OR WITHOUT CAUSE) AND/OR SUSPENSION INCLUDING ATTORNEY'S FEES. THIS INDEMNITY PROVISION IS ADDITIONAL TO ANY INDEMNITY OWED BY PARTICIPANT UNDR ARTICLE 16 (AND ITS SUBPARAGRAPHS) BELOW.

13.0 ASSIGNMENT AND SUBCONTRACTING

13.1 Neither this Contract nor the duties to be performed hereunder nor monies to become due hereunder shall be subcontracted, assigned, delegated or otherwise disposed of by Participant without prior written consent of TNMP.

13.2 Neither permitted assignment of this Contract, nor shall delegation of any duties hereunder, relieve Participant of any of its obligations hereunder.

13.3 If this Contract should be permitted by TNMP to be assigned by Participant, it shall be binding upon and shall inure to the benefit of the permitted assignee.

14.0 FORCE MAJEURE

14.1 Performance of this Contract by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to causes not reasonably within its control, including but not limited to, acts

of civil or military authority, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, fires, or floods. In the event of any delay resulting from such causes, the time for performance of each of the parties hereto (including the payment of monies) shall be extended for a period of time reasonably necessary to overcome the effect of such delays. No further modification to other terms and conditions of this Contract shall occur.

14.2 In the event of any delay or nonperformance caused by the above causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and shall indicate whether it is anticipated that any completion dates will be affected thereby

15.0 INSPECTION, TESTING AND ACCEPTANCE

15.1 All Work commenced pursuant to this Contract shall be subject to inspection and verification by the TNMP. TNMP shall be responsible for all costs associated with such inspection and verification.

15.2 Inspection by the TNMP of any Work does not relieve Participant from any responsibility regarding defects or other failures to meet the Contract requirements.

16.0 INDEMNITY

16.1 General Liability; Indemnification. To the fullest extent permitted by law, Participant shall indemnify, defend and hold harmless TNMP, and its Affiliates and their respective directors, officers, employees, representatives, agents, advisors, consultants and counsel from and against any and all damages, losses, claims, obligations, demands, assessments, penalties, liabilities, costs, and expenses (including attorney fees and expenses) (“**Damages**”), arising out of or resulting from performance of the Services or this Agreement, but only to the extent that the Damages are caused by, or arise out of, the acts or omissions of Participant, any subcontractor of Participant, anyone directly or indirectly employed or retained by them, or anyone for whose acts they may be liable. For purposes of this Agreement, “**Affiliate**” of a Party means any other person that, directly or indirectly, controls, is controlled by, or is under common control with such Party and any person in which a Party has an ownership interest and to which the Party or an Affiliate of the Party provides services. For the purposes of this definition, control means the power to direct the management or policies directly or indirectly whether

16.2 Compliance with Laws. Participant shall comply with all Applicable Laws. Participant shall indemnify, defend, and hold harmless TNMP and its Affiliates and their respective directors, officers, employees, representatives, agents, advisors, consultants and counsel from and against any and all Damages asserted or awarded against or incurred by such indemnities arising out of, resulting from or relating to the violation by Participant of any Applicable Laws.

16.3 Intellectual Property Rights Infringement Indemnity. Participant warrants that none of the Services, or the results thereof, performed by Participant, or any subcontractor, or the documents, drawings, goods or equipment produced, designed, fabricated, delivered or assembled by Participant, or any subcontractor, pursuant to this Agreement, infringe upon or violate any patent, copyright, trade secret, or any other intellectual or property rights of any third party. If any third party makes a claim or commences a proceeding against TNMP or any of its Affiliates

alleging such an infringement or violation, Participant shall indemnify, defend and hold harmless TNMP and its Affiliates and their respective directors, officers, employees, representatives, agents, advisors, consultants and counsel from and against any and all Damages asserted or awarded against or incurred by such indemnities. TNMP will notify Participant if any such claim is made or proceeding is commenced. TNMP may, at its option, be represented by separate legal counsel in any claim or proceeding. Participant shall reimburse TNMP the costs and expenses incurred by TNMP in being so represented, including reasonable attorney fees. If the use of any of the Services, or the results of such Services, or documents, goods, or equipment, or any part thereof, furnished under this Agreement is held in any such claim or proceeding to constitute an infringement and/or is enjoined, whether temporarily or permanently, Participant shall, at its sole cost and expense, either:

- (a) procure for TNMP the right to use the results of such Services or such documents, goods and equipment; or
- (b) replace the results of such Services or such documents, goods, or equipment with non-infringing results, documents, goods or equipment having the equivalent functionality as the infringing or allegedly infringing results, documents, goods or equipment; or
- (c) modify the results of such Services or such documents, goods, or equipment so as to make them non-infringing, but equivalent in functionality.

16.3.1 Best Efforts. Participant shall use its best efforts to obtain for the benefit of TNMP identical intellectual property rights indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement. The requirements of this **Section 16.3.1** are not intended to abridge, abrogate, amend, or otherwise affect Participant’s obligations under **Section 16.3 “Intellectual Property Rights Infringement Indemnity”** through the ownership of voting securities, by contract, or otherwise.

17.0 TERMINATION FOR CAUSE OR CONVENIENCE

17.1 Either party shall have the right to terminate this Contract in whole or in part at any time by written Notice to the other party. Any such written Notice shall specify the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

17.2 In the event of termination by TNMP as provided herein, TNMP shall compensate Participant for any and all Work approved in writing. TNMP shall not be required to compensate Participant for expenses connected with preparation of an Initial or Final Application, or any other cost not directly approved by in writing.

17.3 In the event of termination, those provisions of this Contract that by their nature continue beyond the Termination of this Contract shall remain in full force and effect after such termination.

17.4 The rights and remedies of TNMP provided in this Article 17.0 are not exclusive and are in addition to any other rights and remedies provided under this Contract, or at law, or in equity.

18.0 COMPLETE AGREEMENT

This Contract is intended as the exclusive statement of the agreement between the parties. Parole or extrinsic evidence shall not be used to vary or contradict the express terms of this Contract, and recourse shall not be had to allege prior dealings, usage of trade, course of dealing, or course of performance to vary or contradict the express terms of this Contract. This Contract shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed by duly authorized representatives.

ATTACHMENT 5: Vendor Profile Form

Note - Completion of the Supplier Profile Form is required to issue payment to each Participant. Double-click on the image below, or contact TNMP for an electronic version.

Stefani.Case@tnmp.com



SUPPLIER PROFILE FORM & SUBSTITUTE W9

The Supplier Profile form is 3 pages. All sections of the form must be completed. Incomplete forms will be returned and may delay set up of supplier.

New Change/Update (please check one)

Printer type. See Specific Instructions on page 3.	1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	Exempt payee code (if any) _____
	<input type="checkbox"/> Other (see Instructions) ▶	Exemption from FATCA reporting code (if any) _____
	5 Address (number, street, and apt. or suite no.) See Instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Social security number				Employer identification number								
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. person ▶	Date ▶
	<input type="text"/>	<input type="text"/>

PNM 547 4/20



ATTACHMENT 6: Dispatch Instructions

Texas-New Mexico Power Company

Winter Load Management Program

Please read this notice carefully, circulate copies and/or forward to those affected, and post the original in a prominent location.

Program Contact Information:

TNMP Dispatch Control Center

David Blackshear
Office: (281) 581-4711
Email: David.Blackshear@tnmp.com

System Operator
Phone: (281) 581-4700 Ext. 1 or 2
Email: socoperators@tnmp.com

TNMP Program Contact

Name	Phone	Email	Role
Stefani Case	Office 214-222-4174 Cell 214-893-1163	stefani.case@tnmp.com	Program Manager

Frontier Energy Team (Program advisor/consultant)

Name	Phone	Email	Role
Alex Rivera	737-236-0280	arivera@frontierenergy.com	eCurtil System Support

Winter Load Management Program Participant Obligations:

Be available to curtail agreed-upon loads within 30 minutes notice, subject to the following limitations and conditions:

1. December 1, 2024 through February 28, 2025.
2. Up-to 24/7.
3. One Scheduled Curtailment of one to four (1-4) hour duration (called at the request of the TNMP project manager).
4. Maximum of four (4) Unscheduled Curtailments (called at the request of the TNMP project manager based on ERCOT request).
5. 30 minutes notice, by phone (with notice by email upon request).

Failure to meet contract Curtailment goals during a Curtailment will result in a pro-rated reduction of income. A Customer that materially fails to comply with Curtailment notices more than once during the Program operating period risks loss of membership in the Program.

If there is a problem that would prevent or substantially limit compliance with a Curtailment notice, Customer is to notify Stefani Case as soon as possible (phone and email information is at the top of this notice).

Curtailment Notice/Dispatch Procedures:

NOTICE TO BE GIVEN AT LEAST 30 MINUTES PRIOR TO START OF CURTAILMENT

1. ERCOT TO CALL TNMP DISPATCH CENTER DURING GRID EMERGENCY.
2. DISPATCH CENTER WILL NOTIFY TNMP PARTICIPANTS: The agent handling the dispatch will utilize third-party notification system (One Call Now) to initiate the Program.
3. DISPATCH CENTER ISSUES 30 MINUTE CURTAILMENT NOTICE TO PROGRAM PARTICIPANTS: Notice will be given directly to each Participant by telephone at the number(s) provided by the Participant (see attached).
4. DISPATCH NOTICE AND CONFIRMATION:
When a Curtailment notice is dispatched, the DISPATCH CENTER will initiate a call by email and phone. An example follows:

"This is _____ of Texas New Mexico Power Company calling you as a participant in the TNMP Winter Load Management Program. This is your official 30 minute notice to curtail the loads contracted to provide under the Program.

Here are the Curtailment instructions:

>> Start of Curtailment: Today (today's date)_____, beginning at _____ p.m.

>> Ending time for Curtailment (one of the following): (a) until _____ p.m. (if known), **OR** (b) until further notification, but no longer than 4 hours, whichever comes FIRST.

Thank you."

2025 Dispatch List:

It is the Participant's responsibility to make TNMP Program Manager Stefani Case aware of any changes to contacts and phone numbers on the dispatch list.

Contact Information:

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In the event that you have multiple contacts for multiple sites, please note below:

| Contact Name | Cell Number | Office Number | Email Address |
|--------------|-------------|---------------|---------------|
|              |             |               |               |
|              |             |               |               |
|              |             |               |               |
|              |             |               |               |
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