

**IN THE MATTER OF APPROVAL OF A
VOLUNTARY SERVICE AGREEMENT
BETWEEN CENTRAL VALLEY ELECTRIC
COOPERATIVE, INC. AND SOUTHWESTERN
PUBLIC SERVICE COMPANY.**

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)
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)
) **CASE NO. 19-00211 -UT**

FILED IN OFFICE OF
JUL 24 2019

) NATIONAL PUBLIC REGULATION COMM
) RAILROAD MANAGEMENT BUREAU

Pursuant to NMSA 1978, §62-9-7 of the New Mexico Public Utility Act (“PUA”), Applicants Central Valley Electric Cooperative, Inc. (“CVEC”), and Southwestern Public Service Company (“SPS”) (collectively “Applicants”), jointly request that the New Mexico Public Regulation Commission (“Commission”) enter its order approving the Boundary Agreement entered into by CVEC and SPS, on June 20, 2019. The Boundary Agreement defines and establishes proposed service areas for CVEC and SPS in specific portions of Eddy and Lea Counties, New Mexico, and defines arrangements and requirements for electric service provided by each utility within its proposed service area and for service authorized in the other utility’s service area. A copy of the Boundary Agreement is attached to the Application as Exhibit 1.

I. Jurisdiction and Affected Parties

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2. SPS is a public utility as defined in the PUA,¹ which provides retail electric service to members of the public within New Mexico pursuant to the rules, regulations, and tariffs on file with and approved by the Commission. SPS's principal office in New Mexico is located at 111 E. Fifth Street, Roswell, New Mexico 88201. SPS's principal corporate office is located at 790 S. Buchanan, Amarillo, Texas 79101.

II. Authorized Representatives and Service of Documents

3. The following representatives of CVEC and SPS should be served with all pleadings and discovery requests and responses in the case and other documents exchanged or filed by the parties in the case:

CVEC's authorized representatives and counsel for this proceeding are:

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¹ NMSA 1978, Ch. 62, Arts. 1 – 3, 4, 6, and 8-13; see *Tri-State Generation & Transmission Ass'n v. N.M. Pub. Regulation Comm'n*, 2015-NMSC-013, ¶ 8 n. 1, 347 P.3d 274.

SPS's authorized representative and counsel for this proceeding are:

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(512) 236-6923
Will.W.Dubois@xcelenergy.com

III. Description of Boundary Agreement

4. In this Application, CVEC and SPS request approval of the Boundary Agreement that establishes CVEC's and SPS's respective service areas that are depicted and described on attached Exhibits 1-A and 1-B, respectively. The Boundary Agreement covers the area shown on Exhibit 1-A in Eddy and Lea Counties between Carlsbad and Hobbs, New Mexico, where both CVEC and SPS provide electric service to members of the public.

5. The Boundary Agreement memorializes the following arrangements between CVEC and SPS:

(a) defines and establishes proposed service areas for CVEC and SPS, which are identified, depicted and described in Exhibits 1-A and 1-B;

(b) authorizes CVEC and SPS to serve existing and expanded customer loads and new loads in the proposed service areas;

(c) identifies the location of distribution lines within each utility's proposed service area that extend into and currently serve loads in the other utility's service area;

(d) authorizes CVEC and SPS to continue to maintain and operate their existing facilities that serve existing customer loads in the other utility's proposed service area as specifically identified and depicted on Exhibit 1-A, subject to the requirements and limitations established in the Agreement; and

(e) establishes requirements to be followed by CVEC and SPS in addressing customer requests for new or expanded service (i.e., accounts/meters) from their respective facilities identified in Exhibit 1-A.

6. CVEC and SPS affirm that the service areas and arrangements established in the Boundary Agreement are fair and reasonable, are consistent with the public convenience and necessity, conform with the PUA, and are in the best interests of both utilities and their customers.

IV. Standard for Approval of the Boundary Agreement

7. The following provisions and requirements of NMSA 1978, §62-9-7 apply to and govern the requested approvals of the Joint Application in this case:

(a) the statutory recognition that the existing scheme of public utility regulation is adequate to exempt voluntary service agreements, as approved and regulated pursuant to the PUA, from the antitrust laws (*see* NMSA 1978, §62-9-7(A));

(b) in exercising its authority over voluntary service agreements, the Commission may, after public hearing upon at least twenty (20) days-notice, approve the Boundary Agreement, if the Commission first determines that CVEC's and SPS's proposed delineation of service areas is consistent with the public convenience and necessity and otherwise conforms to the PUA (*see* NMSA 1978, §62-9-7(B)); and

(c) the Commission must also determine that approval of the Boundary Agreement will not affect CVEC's or SPS's duties and responsibilities established under NMSA 1978 Chapter 62, Article 8 (*see* NMSA 1978, §62-9-7(D)).

8. The certificates of public convenience and necessity granted to CVEC and SPS allow each utility to serve the areas designated in the Boundary Agreement. CVEC and SPS are ready, willing and able to provide electric service and continue to maintain and operate their current facilities as agreed upon by the Boundary Agreement. Therefore, no approval or amendment to CVEC's or SPS's certificates are required.

V. Miscellaneous Matters

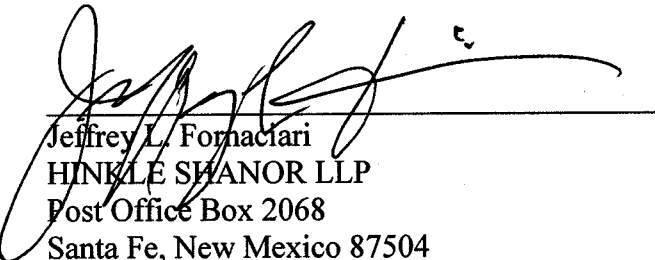
9. In support of this Application, CVEC concurrently is filing the Direct Testimony of CVEC witness Wade Nelson, and SPS is filing the Direct Testimony of SPS witness Bryan P. Kauffman. Their pre-filed testimony establishes that the Boundary Agreement is consistent with the public convenience and necessity and conforms with the other provisions of the PUA.

10. Applicants will provide notice to customers and the general public as required by 17.1.2.9 NMAC. A copy of the proposed notice is attached as Application Exhibit 2.

WHEREFORE, Applicants respectfully request that the Commission enter its order approving the Boundary Agreement and granting CVEC and SPS such other relief as the Commission deems necessary and appropriate.

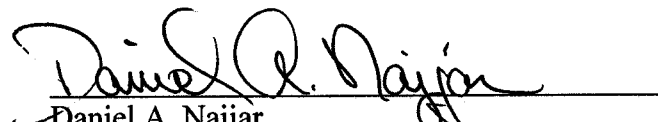
Respectfully submitted,

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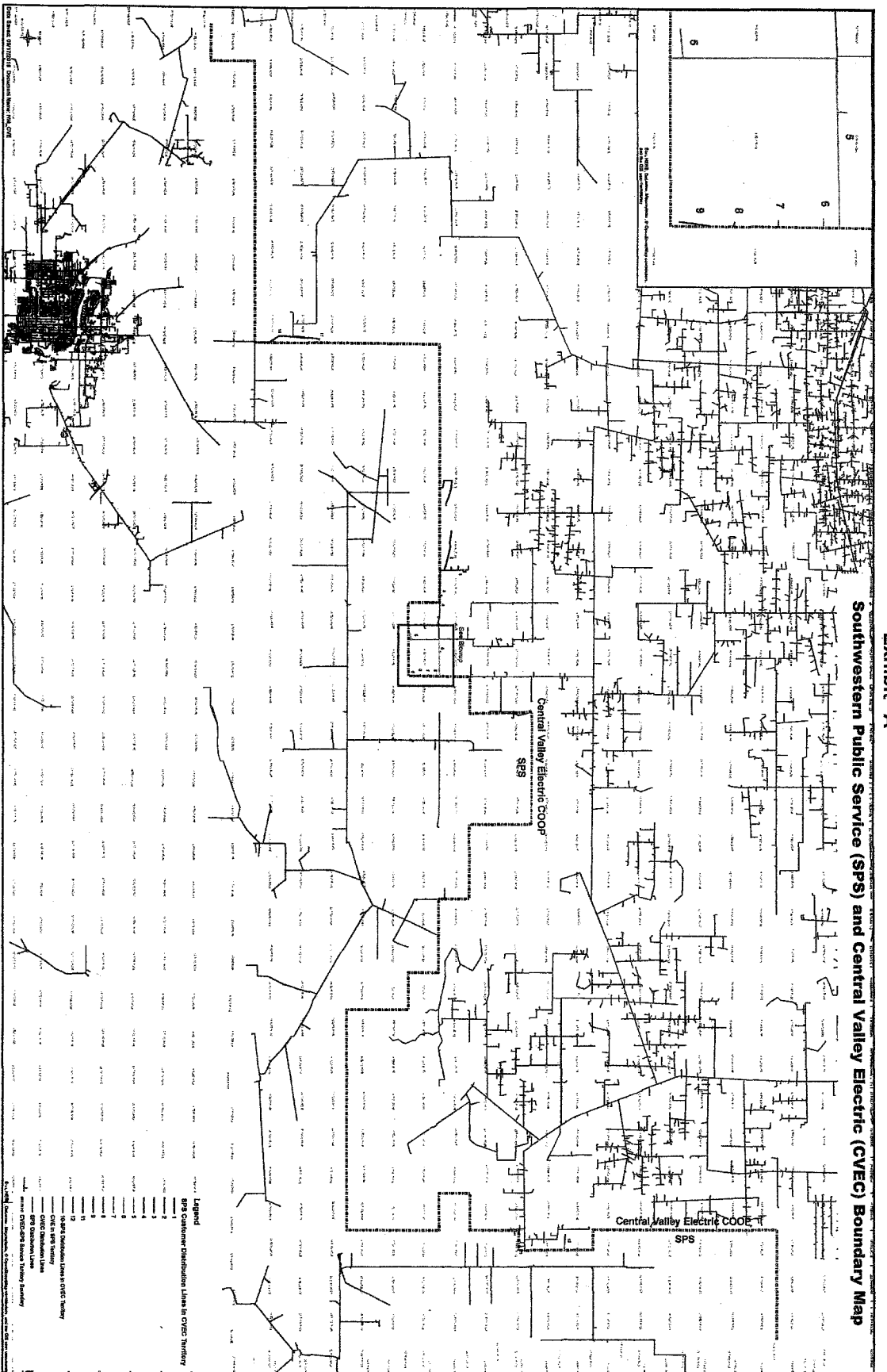
Attorneys for Southwestern Public Service
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Attorney for Central Valley Electric
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Southwestern Public Service (SPS) and Central Valley Electric (CVEC) Boundary Map



BOUNDARY AND SERVICE AREA AGREEMENT

INTRODUCTION

This Boundary and Service Area Agreement ("Boundary Agreement" or "Agreement") memorializes the agreements between Southwestern Public Service Company ("SPS") and Central Valley Electric Cooperative ("CVEC") that: (1) establish new exclusive service areas for SPS and CVEC, which are identified, depicted and described in Exhibits A and B; (2) authorize SPS and CVEC to serve existing and expanded customer loads in their exclusive service areas; (3) authorize SPS and CVEC to continue to maintain and operate their existing facilities that extend into the other utility's newly established service area as specifically identified and depicted in Exhibit A, which will be subject to the requirements and limitations established in this Agreement; (4) identify the location of distribution lines within each utility's newly established service area that extend into the other utility's service area as depicted on Exhibit A; and (5) establish requirements to be followed by SPS and CVEC in addressing customer requests for new or expanded service (i.e., accounts/meters) from their respective facilities identified in Exhibit A.

RECITALS

A. SPS and CVEC are public utilities subject to rate and service regulations by the New Mexico Public Regulation Commission ("NMPRC" or "Commission") pursuant to the New Mexico Public Utility Act, NMSA 1978, Sections 62-3-1 et seq.

B. SPS and CVEC provide electric service within the areas identified on Exhibits A and B of this Boundary Agreement, pursuant to certificates of public convenience and necessity for their utility plant or facilities issued by the NMPRC.

EXHIBIT 1-A

C. To avoid potential disputes regarding each party's right and obligation to serve customers within the service areas covered by Exhibits A and B of this Boundary Agreement, SPS and CVEC have negotiated the voluntary service agreement reflected herein, in accordance with the provisions of NMSA 1978, Section 62-9-7 (which authorizes the Commission to approve/oversee and regulate voluntary service agreements between public utilities).

D. This Boundary Agreement will facilitate SPS's and CVEC's development of utility plants and facilities in the subject areas without unnecessary service duplication and economic waste. It will assist SPS and CVEC in providing reasonable and proper service in their respective service areas and will avoid potential delays in providing service and the cost of administrative proceedings to address potential disagreements about the appropriate service provider.

Based on these matters, SPS and CVEC agree as follows:

TERMS AND CONDITIONS

1. Within their respective designated service areas identified and described in Exhibits A and B, SPS and CVEC will each have the exclusive right to provide electric service to all existing and future customers who require such service. Further, SPS and CVEC will each be authorized to continue to provide electric service to existing customer accounts/meters/loads located in the other utility's newly established service area through either utility-owned or customer-owned facilities existing on the date of this Boundary Agreement and thereafter. In this regard, however, SPS and CVEC agree that the level of electric service to be provided by the non-service area utility to the existing customer accounts/meters/loads may not be upgraded, expanded, or modified (i.e., beyond the addition of secondary meters upon facilities existing on the date of this Boundary Agreement to serve load for existing customers).

2. When a current customer requests new or expanded service from the non-service area utility, the utility receiving the request for service will perform a study of its existing facilities to determine whether the requested new or expanded service can be provided by the non-service area utility from existing facilities without requiring upgrades to its facilities (such as increasing primary meter size, conductor size, installation of voltage regulators or capacitor). If the study determines that any upgrades would be required for the non-service area utility to provide the requested service, then the non-service area utility cannot serve the new or additional load unless there is a written agreement between SPS and CVEC that authorizes such service in accordance with paragraph 4 below. SPS and CVEC affirm that if the existing facilities being evaluated in the study by the non-service area utility also serves customer load within its exclusive service area, these facilities may be upgraded without limitation for the purpose of providing service to new and expanded loads being developed within its exclusive service area. However, those upgraded facilities may not be used to serve any new or expanded loads that are located outside of the utility's exclusive service area.

3. In relation to customer requests for either SPS or CVEC to provide new or expanded service in the other utility's exclusive service area that would require the non-service area utility to upgrade its facilities, the non-service area utility will advise the customer that the requested new or expanded service must be provided by the authorized service area utility.

4. If the authorized service area utility determines it is not able to provide the requested service in its exclusive service area, then SPS and CVEC may agree in writing to allow the non-service area utility to serve the new or expanded load, subject to the terms and conditions of the parties' written agreement. If such an agreement is executed by the utilities, SPS and CVEC will jointly file the appropriate documentation with the NMPRC that requests

Commission acceptance or approval of the agreement as the basis for the non-service area utility providing the requested service.

5. In the event a new customer submits a request to either SPS or CVEC for a point of service at the primary voltage level that would be located within one mile of the SPS/CVEC boundary line established by this Agreement, the utility receiving the request will provide written notice to the customer, as well as the other utility, advising the customer of the existence of each utility's exclusive service area established in the Boundary Agreement.

6. If a customer offers to sell its customer-owned line/facility in the area covered by the Boundary Agreement to either SPS or CVEC that is located in the exclusive service area of the other utility, then the non-service area utility that receives the offer cannot acquire the line/facility without obtaining written authorization of the proposed acquisition from the service area utility. If such authorization is granted to the non-service area utility, and the acquisition is consummated, then SPS and CVEC shall update Exhibit A to the Boundary Agreement to incorporate the new facilities acquired by the utility and the updated exhibit shall be filed with the NMPRC.

7. SPS and CVEC desire to memorialize and briefly describe the pre-Boundary Agreement resolution of: (a) a service dispute related to an area referred to as the Steeler lease that is depicted as Line Nos. 10 and 11 on Exhibit A ; and (b) an agreement regarding the line depicted as Line No. 5 on Exhibit A. The Steeler lease matter involved SPS's inadvertent extension of a distribution line into an area where CVEC was already providing service to its customers in Sections 25 and 36 T20S, R27E. The Line No. 5 matter involved a customer owned line served by a primary meter in Section 34, T19S, R29E that extends through a good portion of CVEC territory. For both of these matters, SPS and CVEC agree that SPS will limit

the use of its distribution lines in these areas to serve its existing customer account(s)/meter(s) and SPS will not use the lines to serve any new or expanded loads or accounts located on the CVEC side of what is the newly established boundary line under the Boundary Agreement. SPS and CVEC further agree that SPS will be allowed to use Line Nos. 10 and 11 to provide service to new or existing customers who are located on the SPS side of the boundary, but such service will be subject to SPS providing prior notification to CVEC and the Commission in accordance with applicable Commission rules and regulations. SPS and CVEC further agree that Line No. 5 will not be used to serve any additional load on either side of the boundary line.

8. SPS and CVEC will jointly file an application with the Commission requesting approval of this Boundary Agreement in accordance with NMSA 1978, Section 62-9-7. After this Boundary Agreement has been approved by the Commission, both SPS and CVEC will cause written notice to be given to their existing customer(s) that have customer owned-lines/facilities that extend from either SPS's or CVEC's service area into the other utility's service area. The notice will advise the customer(s): (a) of the existence of this Boundary Agreement and Commission approval of the agreement that establishes SPS's and CVEC's exclusive service areas; (b) that the customer owns lines/facilities that extend from one utility's exclusive service area into the other utility's exclusive service area, and any extension or upgrade of those lines/facilities may impede the authorized service area utility's ability to serve customer load within its exclusive service area, pose a safety hazard and/or create a conflict with the authorized service area utility that may give rise to a dispute; (c) that the customer should coordinate with the authorized service area utility regarding any new or expanded customer-owned lines/facilities that would extend into that utility's service area; and (d) that under the Boundary Agreement, the Commission has jurisdiction and authority over SPS's and CVEC's

newly established service areas, as well as over service arrangements within the utilities' exclusive service areas and proposed new service that extends from a utility's service area into the other utility's service area.

9. This Boundary Agreement also incorporates all other requirements of the New Mexico Public Utility Act (NMSA 1978, Sections 62-3-1, et seq.) and the Commission's applicable rules and regulations.

Dated: June 20, 2019.

SOUTHWESTERN PUBLIC SERVICE
COMPANY

By: David T. Hudson
Title: President, Xcel Energy-New Mexico, Texas

CENTRAL VALLEY ELECTRIC
COOPERATIVE

By: [Signature]
Title: EXECUTIVE V.P., GM

Exhibit "B"

Description of the proposed boundary line between Central Valley Electric Cooperative and Southwestern Public Service Company starting north of Carlsbad, New Mexico and extending east to three miles east of the Eddy/Lea County line.

Beginning at the Northwest corner of Section 11, T21S, R25E, thence East along the north line of Section 11 to the Northeast corner of Section 11, T21S, R25E, thence North along the west line of Section 1, T21S, R25E to the Northwest corner of Section 1, T21S, R25E, thence East along the south line of Sections 35 and 36, T20S, R26E and along the south line of Sections 31, 32, 33, 34, 35 and 36, T20S, R27E to the Southeast corner of Section 36, T20S, R27E, thence North along the east line of Sections 36, 25, 24, 13, 12 and 1, T20S, R27E to the Northeast corner of Section 1, T20S, R27E, thence East along the north line of Sections 6, 5, 4, 3, 2 and 1, T20S, R28E and the north line of Section 6, T20S, R29E to the Northwest corner of Section 5, T20S, R29E, thence South along the west line of Section 5 to the Southwest corner of Section 5, T20S, R29E, thence East along the south line of Sections 5 and 4 to the Southeast corner of Section 4, T20S, R29E, thence North along the west line of Section 3, T20S, R29E and west line of Section 34, T19S, R29E to the Northwest corner of Section 34, T19S, R29E, thence East along the north line of Section 34, T19S, R29E to the Northeast corner of Section 34, T19S, R29E, thence North along the west line of Sections 26 and 23, T19S, R29E to the Northwest corner of Section 23, T19S, R29E, thence East along the north line of Sections 23 and 24, T19S, R29E and north line of Section 19, T19S, R30E to the Northeast corner of Section 19, T19S, R30E, thence South along the east line of Sections 19 and 30, T19S, R30E to the Southeast corner of Section 30, T19S, R30E, thence East along the north line of Sections 32 and 33, T19S, R30E to the Northwest corner of Section 34, T19S, R30E, thence South along the west line of Section 34, T19S, R30E, to the Southwest corner of Section 34, T19S, R30E, thence East along the south line of Sections 34 and 35, T19S, R30E, to the Northwest corner of Section 1, T20S, R30E, thence South along the west line of Section 1, T20S, R30E, to the Southwest corner of

Section 1, T20S, R30E, thence East along the south line of Section 1, T20S, R30E to the Southeast corner of Section 1, T20S, R30E, thence South along the west line of Sections 7 and 18, T20S, R31E to the Southwest corner of Section 18, T20S, R31E, thence East along the South line of Sections 18, 17, 16, 15, 14 and 13, T20S, R31E to the Southwest corner of Section 18, T20S, R32E, thence North along the west line of Sections 18, 7 and 6, T20S, R32E, to the Southeast corner of Section 36, T19S, R31E, thence West along the south line of Section 36 to the Southwest corner of Section 36, T19S, R31E, thence North along the west line of Section 36 to the Northwest corner of Section 36, T19S, R31E, thence East along the north line of Section 36 to the Southwest corner of Section 30, T19S, R32E, thence North along the west line of Sections 30 and 19, T19S, R32E, to the intersection of the south edge of Lusk Rd (Co. Rd 248) and the west line of Section 19, T19S, R32E (Lat = N32°38'52.10463", Long = W103°48'51.17611", WGS-84), thence East along the south edge of Lusk Rd passing through the following points (Lat = N32°38'52.29390", Long = W103°48'46.69366", WGS-84) (Lat = N32°38'52.22493", Long = W103°48'40.68611", WGS-84) (Lat = N32°38'52.08261", Long = W103°48'33.53743", WGS-84) (Lat = N32°38'52.17591", Long = W103°48'28.77279", WGS-84) to the West line of the NE1/4 of Section 19, T19S, R32E (Lat = N32°38'51.74746", Long = 103°48'19.95746", WGS-84), thence North along the west line of the NE1/4 of Section 19, T19S, R32E and continuing North along the west line of the E1/2 of Section 18, T19S, R32E and North along the west line of the E1/2 of Section 7, T19S, R32E to the Northwest corner of the E1/2 of Section 7, T19S, R32E, thence West along the north line of Section 7, T19S, R32E, to the Northwest corner of Section 7, T19S, R32E, thence North along the west line of Section 6, T19S, R32E, and west line of Sections 31, 30, 19, 18, and 7 T18S, R32E, to the Northwest corner of Section 7, T18S, R32E, thence East along the north line of Sections 7, 8, and 9, T18S, R32E, to the Northeast corner of Section 9, T18S, R32E, being the Point of Ending.

Application Exhibit 1-B

Exhibit "B"

Description of the proposed boundary line between Central Valley Electric Cooperative and Southwestern Public Service Company starting north of Carlsbad, New Mexico and extending east to three miles east of the Eddy/Lea County line.

Beginning at the Northwest corner of Section 11, T21S, R25E, thence East along the north line of Section 11 to the Northeast corner of Section 11, T21S, R25E, thence North along the west line of Section 1, T21S, R25E to the Northwest corner of Section 1, T21S, R25E, thence East along the south line of Sections 35 and 36, T20S, R26E and along the south line of Sections 31, 32, 33, 34, 35 and 36, T20S, R27E to the Southeast corner of Section 36, T20S, R27E, thence North along the east line of Sections 36, 25, 24, 13, 12 and 1, T20S, R27E to the Northeast corner of Section 1, T20S, R27E, thence East along the north line of Sections 6, 5, 4, 3, 2 and 1, T20S, R28E and the north line of Section 6, T20S, R29E to the Northwest corner of Section 5, T20S, R29E, thence South along the west line of Section 5 to the Southwest corner of Section 5, T20S, R29E, thence East along the south line of Sections 5 and 4 to the Southeast corner of Section 4, T20S, R29E, thence North along the west line of Section 3, T20S, R29E and west line of Section 34, T19S, R29E to the Northwest corner of Section 34, T19S, R29E, thence East along the north line of Section 34, T19S, R29E to the Northeast corner of Section 34, T19S, R29E, thence North along the west line of Sections 26 and 23, T19S, R29E to the Northwest corner of Section 23, T19S, R29E, thence East along the north line of Sections 23 and 24, T19S, R29E and north line of Section 19, T19S, R30E to the Northeast corner of Section 19, T19S, R30E, thence South along the east line of Sections 19 and 30, T19S, R30E to the Southeast corner of Section 30, T19S, R30E, thence East along the north line of Sections 32 and 33, T19S, R30E to the Northwest corner of Section 34, T19S, R30E, thence South along the west line of Section 34, T19S, R30E, to the Southwest corner of Section 34, T19S, R30E, thence East along the south line of Sections 34 and 35, T19S, R30E, to the Northwest corner of Section 1, T20S, R30E, thence South along the west line of Section 1, T20S, R30E, to the Southwest corner of

Section 1, T20S, R30E, thence East along the south line of Section 1, T20S, R30E to the Southeast corner of Section 1, T20S, R30E, thence South along the west line of Sections 7 and 18, T20S, R31E to the Southwest corner of Section 18, T20S, R31E, thence East along the South line of Sections 18, 17, 16, 15, 14 and 13, T20S, R31E to the Southwest corner of Section 18, T20S, R32E, thence North along the west line of Sections 18, 7 and 6, T20S, R32E, to the Southeast corner of Section 36, T19S, R31E, thence West along the south line of Section 36 to the Southwest corner of Section 36, T19S, R31E, thence North along the west line of Section 36 to the Northwest corner of Section 36, T19S, R31E, thence East along the north line of Section 36 to the Southwest corner of Section 30, T19S, R32E, thence North along the west line of Sections 30 and 19, T19S, R32E, to the intersection of the south edge of Lusk Rd (Co. Rd 248) and the west line of Section 19, T19S, R32E (Lat = $N32^{\circ}38'52.10463''$, Long = $W103^{\circ}48'51.17611''$, WGS-84), thence East along the south edge of Lusk Rd passing through the following points (Lat = $N32^{\circ}38'52.29390''$, Long = $W103^{\circ}48'46.69366''$, WGS-84) (Lat = $N32^{\circ}38'52.22493''$, Long = $W103^{\circ}48'40.68611''$, WGS-84) (Lat = $N32^{\circ}38'52.08261''$, Long = $W103^{\circ}48'33.53743''$, WGS-84) (Lat = $N32^{\circ}38'52.17591''$, Long = $W103^{\circ}48'28.77279''$, WGS-84) to the West line of the NE1/4 of Section 19, T19S, R32E (Lat = $N32^{\circ}38'51.74746''$, Long = $103^{\circ}48'19.95746''$, WGS-84), thence North along the west line of the NE1/4 of Section 19, T19S, R32E and continuing North along the west line of the E1/2 of Section 18, T19S, R32E and North along the west line of the E1/2 of Section 7, T19S, R32E to the Northwest corner of the E1/2 of Section 7, T19S, R32E, thence West along the north line of Section 7, T19S, R32E, to the Northwest corner of Section 7, T19S, R32E, thence North along the west line of Section 6, T19S, R32E, and west line of Sections 31, 30, 19, 18, and 7 T18S, R32E, to the Northwest corner of Section 7, T18S, R32E, thence East along the north line of Sections 7, 8, and 9, T18S, R32E, to the Northeast corner of Section 9, T18S, R32E, being the Point of Ending.

Application Exhibit 2

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF APPROVAL OF A
VOLUNTARY SERVICE AGREEMENT
BETWEEN CENTRAL VALLEY ELECTRIC
COOPERATIVE, INC. AND SOUTHWESTERN
PUBLIC SERVICE COMPANY.

SOUTHWESTERN PUBLIC SERVICE
COMPANY AND CENTRAL VALLEY
ELECTRIC COOPERATIVE, INC.

APPLICANTS.

CASE NO. 19-00211 -UT

PROPOSED NOTICE

NOTICE is hereby given that:

1. In accordance with Section 62-9-7 of the New Mexico Public Utility Act ("PUA") and 1.2.2.24 NMAC, on July 23, 2019, Central Valley Electric Cooperative, Inc. ("CVEC"), and Southwestern Public Service Company ("SPS") filed a Joint Application and supporting direct testimony with the New Mexico Public Regulation Commission ("Commission") requesting the Commission enter a Final Order approving the voluntary service agreement ("Boundary Agreement") entered into by CVEC and SPS on June 20, 2019.

2. The Boundary Agreement defines and establishes proposed service areas for CVEC and SPS in specific portions of Eddy and Lea Counties, New Mexico, and defines the arrangements and requirements for electric service provided by each utility within its proposed service area and for service authorized in the other utility's service area. Specifically, the Boundary Agreement:

(a) defines and establishes proposed service areas for CVEC and SPS in portions of Eddy and Lea Counties, New Mexico;

(b) authorizes CVEC and SPS to serve existing and expanded customer loads and new loads in the proposed service areas;

(c) identifies the location of distribution lines within each utility's proposed service area that extend into and currently serve loads in the other utility's service area;

(d) authorizes CVEC and SPS to continue to maintain and operate their existing facilities that serve existing customer loads in the other utility's proposed service area, subject to the requirements and limitations established in the Boundary Agreement; and

(e) establishes requirements to be followed by CVEC and SPS in addressing customer requests for new or expanded service (i.e., accounts/meters) from their respective facilities.

3. The Commission has assigned Case No. 19-_____-UT to this Joint Application, and all correspondence, pleadings, comments, and other communications shall refer to that case number.

4. The procedural schedule established in this case is as follows:

(a) Notice shall be mailed to customers on or before _____, 2019 and published in newspapers of general circulation in the service territory on or before _____, 2019.

(b) Any interested person may intervene in this case by filing a motion for leave to intervene pursuant to 17.1.2.26.1 and 17.1.2.26.2 NMAC on or before _____, 2019.

(c) The Utility Division Staff shall and any Intervenors may file direct testimony on or before _____, 2019.

(d) Any rebuttal testimony shall be filed on or before _____ 2019.

(e) A public hearing to hear and receive evidence, arguments, and any other appropriate matters pertaining to the case will be held on _____, 2019, at _____m. at the Commission's offices in the P.E.R.A. Building, 1120 Paseo de Peralta, Santa Fe, New Mexico.

5. The Joint Application, together with supporting pre-filed direct testimony and any attachments and related papers, may be examined by any interested person at the Xcel Energy's *Power for the Plains* website (<http://www.powerfortheplains.com/>), or the Commission's website (<http://www.nmprc.state.nm.us/general-counsel/caselookup.html>), or the offices of CVEC, SPS and the Commission at the following addresses:

Central Valley Electric Cooperative, Inc.
1505 N. 13th Street
Artesia, New Mexico 88211

Southwestern Public Service Company
1601 Commerce Drive
Carlsbad, NM 88220

Southwestern Public Service Company
790 Buchanan Street
Amarillo, TX 79101
Attn: Mario Contreras

New Mexico Public Regulation Commission
P.E.R.A. Building
1120 Paseo de Peralta
Santa Fe, NM 87504

6. Any interested person may appear at the time and place of hearing and make a written or oral comment pursuant to 17.1.2.26.6 NMAC without becoming an intervenor. Such comments will not be considered as evidence in this case.

7. The procedural dates and requirements provided herein are as provided in the Procedural Order issued in this case and are subject to further order of the Commission or Hearing

Examiner. Any interested person should contact the Commission for confirmation of the hearing date, time, and place since hearings are occasionally rescheduled.

8. Anyone filing pleadings, documents, or testimony shall serve copies thereof on all parties of record and the Utility Division Staff and the Hearing Examiner by first class mail or hand-delivery and by e-mail as provided by the Procedural Order. Copies served on the Hearing Examiner shall include an electronic version of the filing in Word format. All filings shall be e-mailed on the date they are filed with the Commission. Any person whose testimony has been pre-filed will attend the hearing and submit to examination under oath.

9. The Commission's Rules of Procedure (1.2.2 NMAC) shall apply to this case except as modified by Order of the Commission or Hearing Examiner. A copy of the rules may be obtained from the Offices of the Commission or at www.nmprc.state.nm.us.

10. All documents mailed to the Commission and its personnel shall be mailed to the New Mexico Public Regulation Commission, P.E.R.A. Building, P. O. Box 1269, Santa Fe, New Mexico 87504-1269. The following physical address of the Commission shall be used only for special or hand-deliveries: 1120 Paseo de Peralta, Santa Fe, New Mexico 87501.

11. ANY PERSON WITH A DISABILITY REQUIRING SPECIAL ASSISTANCE IN ORDER TO PARTICIPATE IN THIS CASE SHOULD CONTACT THE COMMISSION AT (505) 827-4084 AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE HEARING.

ISSUED at Santa Fe, New Mexico, this ____ day of _____ 2019.

NEW MEXICO PUBLIC REGULATION COMMISSION

Hearing Examiner