



Filing Receipt

Filing Date - 2024-11-01 11:00:23 AM

Control Number - 54614

Item Number - 104



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October 31, 2024

Filing Clerk
Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, Texas 78711

RE: PUC Docket No. 54614, *Application of El Paso Electric Company for Approval of Its Texas Electric Vehicle Ready Pilot Programs and Tariffs*

Clean Copy of Tariff

To whom it may concern:

The Order in this proceeding directed El Paso Electric Company to file a clean copy of the tariffs to be stamped "Approved" and retained by the Central Records. Attached, please find a clean copy of the following tariffs.

Schedule No. EVSR – EV Smart Rewards Program,
Schedule No. PC - PowerConnect Pilot Program,
Schedule No. TCTX – Take Charge TX Pilot Program, and
Schedule No. WHEV – Whole House Electric Vehicle Pilot Incentive Credit.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis Hutcheson", with a long horizontal line extending to the right.

Curtis Hutcheson
Manager - Regulatory Case Management

EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVSR

ELECTRIC VEHICLE SMART REWARDS PILOT PROGRAM

APPLICABILITY

The Electric Vehicle ("EV") Smart Rewards Pilot Program ("Program") is available on a voluntary basis to Residential Customers. Through the EV Smart Rewards Program, the Company will remotely communicate directly with a Customer-enrolled EV or an EV charging station, at Customer's service location within EPE's Texas Service Territory, to schedule charging during the times most beneficial for efficient operation of the Company's electrical grid.

TERRITORY

Texas Service Area

TYPE OF SERVICE

The program is limited to 880 EVs and EV charging stations and will terminate after two years, unless extended in a future proceeding.

To enroll in the Program, participating Customers must have an active account in good standing with the Company, connect their vehicle or charging station to the Company's platform, and set their desired charging preferences. Based on Customer's charging preferences, the Company will optimize each EV's charging schedule to maximize the operational efficiency of the Company's electrical grid. During the Program Period, the Company may test several load management strategies including but not limited to: a) EV Load Shifting to the Off-Peak or Super Off-Peak Periods, b) Demand Response events, and c) Low-Carbon events, as further defined below. Customer will have the option to opt out of EV load shifting or events, e.g. manually override the Company-scheduled charging for a single event for any reason, at any time.

DEFINITIONS

Demand Response and Low Carbon Events

The process through which the Company sends a signal to the Customer's EV or Networked EVSE to modify the charging schedule in an attempt to reduce or increase overall load from EV charging to optimize resources available to the Company and/or align EV charging with the lowest-carbon generation available. Each event may be continuous or segmented throughout the day, at the Company's discretion. Customers will be notified of the upcoming events and will have the option to opt out. Customers will be able to earn incentives for each event.

EV Load Shifting

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EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVSR

ELECTRIC VEHICLE SMART REWARDS PILOT PROGRAM

Using Customer's preferred charging settings (such as desired battery level at the end of the charging session and ready-by time), the Company will optimize each EV's charging schedule to the operational efficiency of the Company's electrical grid, while seeking to ensure that the Customer's EV is charged by the time the Customer needs it. Customers can override the Company-scheduled charging for any reason, at any time, but the number of overrides may affect the Customer's Annual Participation Incentive.

EV Telematics

Refers to the communication of data between a data center and an EV which includes sending control commands and retrieving charging session data. Not all EVs have telematics that can allow for communications with the Company's software and thus may not qualify for participation in the Program.

Networked Electric Vehicle Supply Equipment (EVSE)

Internet-enabled equipment that interconnects the electrical grid to the EV charging station to enable sending control commands and retrieving charging session data. Not all internet-enabled EVSE can be adjusted remotely by the Company and thus may not qualify for participation in the Program.

Off-Peak Period

The off-peak hours are defined in Schedule No. 01 Residential Service Rate, and are currently defined as all other hours not covered in the On-Peak Period. The On-Peak Period is currently defined as 12:00 P.M. through 6:00 P.M., Mountain Daylight Time, Monday through Friday, for the Summer months. The Summer months are defined as June through September.

Program Period

The two-year period that this rate schedule will remain in effect, beginning with the effective date the Commission approves for this rate schedule. The Program Period will terminate after two years, unless extended in a future proceeding.

Super Off-Peak Period

The super off-peak hours are defined in Schedule No. EVC Electric Vehicle Charging Rate, and are currently defined as the Super Off-Peak Period of 12:00 A.M. through 8:00 A.M. during Mountain Standard and Daylight Time, in all months. The Super Off-Peak Period is a subset of the Off-Peak Period defined above.

PROGRAM INCENTIVES

One-Time Enrollment Incentive	\$125.00
Annual Participation Incentive	\$50.00

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ELECTRIC VEHICLE SMART REWARDS PILOT PROGRAM

All participating Customers, whether connecting through EV Telematics or Networked EVSE, will have an opportunity to earn additional rewards for participating in Low Carbon or other Demand Response events. The additional reward is an incentive of \$1 per event up to a maximum incentive payment of \$5 per month.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Customers taking service under the Program agree to hold the Company free of liability for any damage, defects, failures, fires, vehicle damage or other damages to person or property associated with the proper or improper charging through EV Telematics, Networked EVSE, interruption signal, or charging equipment.

Customers who elect to take service under the Program agree to indemnify and save harmless the Company from all claims or losses of any sort due to death or injury to person or property resulting from interruption of electric service under the Program or from the operation of the EV Telematics, Networked EVSE, interruption signal, or charging equipment.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices, and under the following terms and conditions:

1. The EV Smart Rewards Program will target up to a total of 880 EVs and charging stations. The enrollments are processed on the first-come, first-serve basis until the Program is full.
2. Customer will maintain an active account in good standing and all terms and conditions of the Customer's applicable retail rate schedule will continue to apply. The Customer will be billed for their monthly energy usage for EV charging under their applicable retail rate schedule.
3. Customer must complete the Program enrollment, and the Company must review and approve the Customer's enrollment to participate in the Program. The Company shall submit the One-Time Enrollment Incentive payment to the Customer approximately twenty (20) working days from the date the enrollment is approved.
4. Customer will qualify for the full amount of the Annual Participation Incentive after completing 12 consecutive months in the program and allowing the Company to schedule at least 80% of their charging in each month. The Company shall submit the Annual Participation Incentive payment to the Customer approximately twenty (20) working days from the date these qualifications are confirmed by the Company.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. EVSR

ELECTRIC VEHICLE SMART REWARDS PILOT PROGRAM

5. The Program Incentives cannot be applied to Customer's account balance.
6. Customers subscribing under the Program will be enrolled for a 12-month period and will be automatically re-enrolled for successive 12-month periods in the Program unless the Customer terminates participation in the Program with one month notice or unless the Program is terminated.
7. Customer may request to unenroll from the Program at any time after the initial 12-month enrollment period, irrespective of the automatic re-enrollments, upon giving a one month's notice of termination of participation to the Company.
8. Customer can manually opt out of a Company-scheduled EV charging session at any time. If Customer opts out more than 20% of the time of the Company-scheduled charging sessions during a consecutive 12-month period, however, the Customer will not qualify for the Annual Participation Incentive.
9. Company reserves the right to verify the network connectivity of Customer's EV or Networked EVSE at any time.
10. The Company retains the right to retain Customer's EV Telematics data, including the data through the date of unenrollment of Customers who unenrolled from the Program.
11. The Program Incentives are limited to no more than two vehicles or two EV charging stations per participating Customer. A second EV or charging station may be added by a participating Customer if the Program has not exceeded 880 EVs and charging stations.
12. Participating Customers relocating within the Company's Texas service territory may continue on the Program at the new service location so long as the Program criteria are met.
13. If the Company determines that Customer's equipment has been rendered ineffective or offline, then the Company may discontinue the Customer's participation in the Program. A Customer that is removed from the Program is eligible to participate again at the Company's discretion.

PRORATION ADJUSTMENTS

Program Incentives supplied under this rate schedule are subject to proration adjustments.

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Revision Number 0
Effective for bills issued on and after
February 1, 2025

EL PASO ELECTRIC COMPANY

SCHEDULE NO. PC

POWERCONNECT PILOT PROGRAM

APPLICABILITY

The PowerConnect ("Program") is available, on a voluntary basis, to Eligible Customers installing qualified Level 2 public charging station/s, or public DC Fast Charging ("DCFC") station/s, or both, on their premises for customers and/or the public and require upgrades or improvements to the Company's electrical distribution system.

TERRITORY

Texas Service Area

TYPE OF SERVICE

The Program offers Eligible Customers a rebate for a portion of the Company's Estimated Extension Cost for distribution system upgrades or improvements necessary to provide public electric vehicle charging capabilities. The Program does not cover the cost of EV charging equipment or Customer-side of the meter infrastructure upgrades or equipment installation.

DEFINITIONS

Eligible Customer

Any Permanent Customer, as defined in the Company's Line Extension Policy and Construction Charges ("Line Extension Policy"), with an active account in good standing and taking service under the Company's Schedule Nos. 02 (Small General Service), 24 (General Service), 25 (Large Power Service), 41 (City and County Service) and Non-Residential Customers taking service under Schedule No. EVC (Electric Vehicle Charging Rate).

Estimated Extension Cost

Currently defined in the Line Extension Policy as the Company's estimate of the Extension Cost calculated based on the current costs to install the same or similar type of Line Extension, as such terms are defined, determined, and applied in the Line Extension Policy.

Program Period

The two-year period that this rate schedule will remain in effect, beginning with the effective date the Commission approves for this rate schedule. The Program Period will terminate after two years, unless extended in a future proceeding.

POWERCONNECT REBATE AMOUNT

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Effective for bills issued on and after
February 1, 2025

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SCHEDULE NO. PC

POWERCONNECT PILOT PROGRAM

Eligible Customers may request a rebate under this rate schedule that will be a credit applied to the Estimated Extension Cost. The availability of a rebate is dependent on the Program Period funding, which is \$3,095,950, unless revised in a future proceeding.

Sites	Maximum Rebate Available Per Site
Public Level 2	Up to \$20,000
Public DC Fast Charging	Up to \$200,000

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices, and under the following terms and conditions:

1. No more than 20% of the Program funding will be available to one Eligible Customer. The rebates requested are processed on a first-come, first-serve basis until the Program Period funding is fully expended.
2. Eligible Customer will maintain an active account in good standing and all terms and conditions of the Eligible Customer's applicable retail rate schedule will continue to apply. The Eligible Customer will be billed for its monthly energy usage for public EV charging under its applicable retail rate schedule.
3. Company retains the right to approve or deny Customer's application based upon project eligibility and program requirements.
4. If the Company's Estimated Extension Cost exceeds the Maximum Rebate Available Per Site, Eligible Customer will be responsible for covering the remainder of the costs as a Customer Contribution, as defined in the Line Extension Policy.
5. Program rebates cannot be applied to Eligible Customer's current or future account balances.
6. Program rebates are not refundable to the Eligible Customer.

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SCHEDULE NO. PC

POWERCONNECT PILOT PROGRAM

7. Company will not be responsible for the purchase, operation, and/ or maintenance of the public EV charging stations or customer-side infrastructure upgrades or equipment installation.
8. The Program is only available to Eligible Customers that request a Line Extension for a public EV charging infrastructure project with a project start date after the effective date of this rate schedule.
9. Qualified Level 2 public charging station projects must meet the following requirements:
 - UL 2594 listed;
 - ENERGY STAR ® certified;
 - Networked charging capabilities; and
 - Available charging plugs that are compatible with multiple vehicle makes and models (including but not limited to, J1772, and North American Charging Standard (NACS)).
10. Qualified public DCFC station projects must meet the following requirements:
 - UL 2202, 2231-1, 2231-2, and 9741, or other applicable UL standard;
 - Networked charging capabilities; and
 - Available charging plugs that are compatible with multiple vehicle makes and models (including but not limited to NACS, SAE Combo, and CHAdeMO).
11. For public charging stations that do not meet qualification criteria specified above, customers will have the option to submit an application for Company's review.
12. Company reserves the right to verify the public EV charging equipment is installed within a reasonable amount of time after the Completion Date, as such term is defined in the Line Extension Policy, to avoid reclaim of the rebate by the Company.

EL PASO ELECTRIC COMPANY

SCHEDULE NO. TCTX

TAKE CHARGE TX PILOT PROGRAM

APPLICABILITY

This Take Charge TX Pilot Program is available to customers that qualify to take metered electric service under Schedule No. 02 Small General Service Rate, Schedule No. 24 General Service Rate, Schedule No. 25 Large Power Service Rate, Schedule No. 41 City and County Service Rate, and non-residential customers seeking to take service under Schedule No. EVC Electric Vehicle Charging.

TERRITORY

Texas Service Area

TYPE OF SERVICE

The Take Charge TX Pilot Program is a flexible, voluntary program for non-residential customers where the customer can choose the desired public electric vehicle (EV) charging infrastructure and equipment that could be purchased, installed, and operated by the Company, in whole or part, including a fully turnkey solution, to mitigate the challenge of managing the public EV charging station's installation and maintenance for the customer. Prior to installation of the infrastructure and equipment, all participants must execute the Take Charge TX Customer Agreement, which is incorporated herein.

MONTHLY RATES

Selected Recovery Term (Years)	Monthly Charge
1	9.250%
2	4.828%
3	3.358%
4	2.625%
5	2.188%
6	1.898%
7	1.694%
8	1.541%
9	1.423%
10	1.330%

The Monthly Charge is calculated and assessed monthly, based on the customer-selected repayment term monthly charge percentage in the table above, on the Company's total installed cost of public EV charging infrastructure and equipment at the Customer's location.

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SCHEDULE NO. TCTX

TAKE CHARGE TX PILOT PROGRAM

MONTHLY MINIMUM CHARGE

The monthly minimum charge consists of the Monthly Charge and the Operations and Maintenance fee associated with the public EV charging equipment.

TERMS OF PAYMENT

The due date of the bill for utility service shall not be less than sixteen (16) days after issuance. A bill becomes delinquent if not received at the Company by the due date. If the due date falls on a holiday or weekend, the next Company business day shall apply.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

EPE will have the right to reject projects based on reliability concerns or unreasonable costs.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule are subject to proration adjustments.

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SCHEDULE NO. TCTX

TAKE CHARGE TX PILOT PROGRAM

Customers seeking to voluntarily sign up for the Take Charge TX Pilot Program must execute with the Company the following Take Charge TX Customer Agreement.

TAKE CHARGE TX CUSTOMER AGREEMENT

El Paso Electric (the "Company") and _____ (the "Customer"), enter into this Take Charge TX Agreement (the "Agreement") as of _____ (the "Effective Date"). Company and Customer may be referred to hereinafter individually as a "Party" or collectively as the "Parties", and each as a "Party").

RECITALS

WHEREAS Company currently provides electric service to Customer in accordance with the terms and conditions set forth in Company's Tariffs, including applicable rate schedules; and

WHEREAS Company has agreed to procure, install, operate, and maintain additional facilities for the purpose of charging electric vehicles (the "EVs") on Customer's premises as part of its EV pilot program under Schedule No. TCTX, Take Charge TX Pilot Program, all as more fully described below; and

WHEREAS Customer agrees to pay all charges for such additional facilities and related services contemplated in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

PART 1: DESCRIPTION OF CHARGING STATION INFRASTRUCTURE

1.1 Take Charge TX Facilities. The Take Charge TX facilities ("Facilities") may include one or all of the following: one or more public EV charging stations ("Charging Stations") and associated equipment on customer and utility side of the meter as agreed upon by Customer and Company and described in Exhibit A attached hereto and incorporated herein. Customer's property is identified in Exhibit B, attached hereto and incorporated herein (the "Premises"). The Facilities may include the public Charging Station(s) and all electrical equipment, hardware, software, and supporting equipment and structures installed by Company's designated vendor(s) and/ or service provider(s) (collectively, the "Contractors") such as electric distribution cabinets and equipment, breakers, side arm disconnect, electric service connection to the public Charging Station(s) from the existing electric meter in the case of behind-the-meter installations, or from Company's distribution grid, in the case of in-front-of-meter installations, as more specifically discussed below. Unless included in Exhibit A, any existing electrical components that are to be utilized in the installation process

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TAKE CHARGE TX PILOT PROGRAM

do not constitute the Facilities for the purposes of this Agreement. Any modifications, replacements, and/or additions to the equipment covered by this Agreement will need to be subject to a new agreement covering the installed costs of such infrastructure under Schedule No. TCTX.

1.2 Type of Installation. Exhibit A stipulates one of the following installation options based on the requested location of the public Charging Station(s) on the Premises:

- (A) **Behind the Meter ("BTM") Installation.** Company may install the Facilities on an existing pad site where the Customer previously installed public electric vehicle charging equipment (an "Existing Pad Site") or, alternatively, construct a new pad site. Notwithstanding whether there is an Existing Pad Site, BTM installation will require installation of the necessary electrical components, including but not limited to electric vehicle charging equipment, behind an existing electric meter, utilizing the existing electrical service panel, all in compliance with customer installation standards set forth in the Company's Tariff and any applicable rate schedule, rules, or regulations; or
- (B) **In Front of Meter ("IFOM") Installation.** Company to install new electrical components dedicated specifically to providing dedicated electric service to the Facilities, and a new service agreement added to Customer's account for billing that service.

PART 2: OWNERSHIP OF EQUIPMENT

- 2.1** Notwithstanding the type of installation, Company owns all Facilities installed by Company or its Contractors except for electrical components installed or paid for by the Customer.
- 2.2** Notwithstanding 4.3 of this agreement, title to all Facilities which Company owns under the terms of this Agreement shall remain in the Company, and Customer acknowledges and agrees that this Agreement confers no ownership rights or interest to Customer in the Facilities equipment owned by Company.

PART 3: CUSTOMER WARRANTIES AND REPRESENTATIONS

3.1 Customer represents and warrants that:

- (A) It is the sole owner of the Premises; or
- (B) There are multiple property owners of record of the Premises, and Customer has been designated as the exclusive agent of all such property owners with

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SCHEDULE NO. TCTX

TAKE CHARGE TX PILOT PROGRAM

authority to enter into this Agreement and to execute the ROW (as defined below) on behalf of all of them.

- 3.2 Customer executed the right-of way in Exhibit C, attached hereto and incorporated herein (the "ROW") granting Company the exclusive right to erect, locate, install, and operate the Facilities on the Premises. At Company's election, Company may record the ROW or a memorandum reflecting the ROW in the real property records of the county of record. As stated therein, Customer shall not permit any levy, lien, or other legal process to be attached to the Facilities and shall immediately notify Company if any of the foregoing shall occur.
- 3.3 Customer acknowledges that Company will make substantial expenditures to install the Facilities in reliance on the terms of this Agreement.
- 3.4 **Customer will provide the Company access to the Facilities for maintenance between the hours of 7:00 AM and 7:00 PM, seven days a week, or, in the case of an emergency, at any time upon receiving prior notification from the Company.**

PART 4: TERM; DISPOSAL OF THE FACILITIES EQUIPMENT; FEES; INCENTIVES

- 4.1 **Contract Period.** The initial term of the Customer Agreement will continue for the 10-year life of the Company's investment (the "Contract Term") regardless of the number of years that the customer will make payments under Schedule No. TCTX (the "Recovery Term").
- 4.2 **Recovery Term.** The Recovery Term will commence on the Effective Date and will continue for _____ years after the date that the Facilities are placed into service ("Commencement Date").
- 4.3 **Disposal of Facilities.** Upon expiration or earlier termination of the Agreement, Company shall have the right, at its sole option and discretion, to either remove or abandon in place such Facilities. In the event Company notifies Customer that it has elected to abandon in place such Facilities, title to such Facilities shall automatically vest in Customer, without further action on the part of Company, and Company shall have no further obligations or liabilities in connection therewith. Upon request by Customer and at Customer's expense, and subject to Customer paying any outstanding Fees and any amounts due pursuant to Sections 4 and 5, Company will provide a duly executed bill of sale with respect to the Facilities and/or a Release evidencing the surrender of the ROW.
- 4.4 **Fees.** Customer agrees to pay the following fees (the "Fees"):

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SCHEDULE NO. TCTX

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(A) **Infrastructure Charge.** Pursuant to Schedule No. TCTX, Customer will pay a net monthly Infrastructure Charge payment of \$_____ for the Recovery Term to compensate Company for the cost of procurement, construction, and installation of the Facilities equipment. This charge will be paid on a monthly basis for the duration of the Recovery Term, starting from the Commencement Date.

(B) **O&M Charge.** Customer will pay a monthly charge of \$_____ for the duration of the Contract Term to compensate Company for the annual cost of operating and maintaining the Facilities based on the type and level of service requested by Customer ("O&M Charge"). The O&M Charge does not include nor is it intended to reflect any increased electricity consumption associated with Customer's use of Facilities. Such increased electricity consumption will be billed in accordance with Company's applicable rate schedules and riders applied to Customer's current electric service for a BTM installation or new electric service for an IFOM installation.

(C) **Monthly Billing.** The Infrastructure Charge and the O&M Charge are in addition to Company's standard charges for electric service under its Tariff. The Infrastructure Charge and the O&M Charge will be included together as a separate line item in Customer's monthly utility bill.

4.5 Available Incentives. Certain incentives, tax credits, and/or rebates may be available for the Facilities (collectively, the "Incentives"), and Company may, in its sole discretion, claim those Incentives. Customer shall not claim any Incentives without Company's prior written approval.

PART 5: TERMINATION

5.1 Termination by Company for Breach. Company may terminate this Agreement due to Customer's breach of this Agreement. Should Company terminate this Agreement before the end of the Contract Term pursuant to the provisions in this Section 5.1, then Customer shall pay Company a lump sum equal to the remaining unpaid Fees calculated through the end of the Contract Term. Customer will be liable for all court costs, attorneys' fees, and other costs associated with the collection of all amounts owed under the terms of this Agreement.

5.2 Termination by Customer. Should Customer terminate this Agreement prior to the Commencement Date, Customer shall pay Company for all costs incurred by Company in preparing to install the Facilities equipment up to that point, including Contractor fees, non-refundable equipment costs, restocking fees, shipping costs, design, surveying and planning costs, and any applicable permit related costs. Should Customer terminate this Agreement after the Commencement Date, but prior to the

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end of its Contract Term, then in addition to all other rights of recovery allowed herein or in accordance with applicable law, Customer shall pay Company a lump sum equal to the remaining unpaid Fees calculated through the end of the Contract Term. Customer will be liable for all court costs, attorney's fees, and other costs associated with the collection of all amounts owed under the terms of this Agreement.

- 5.3 Termination Due to Change in Law or Regulatory Action.** The Company may terminate this agreement and remove its Facilities from the Premises to the extent the Company ownership of the Facilities is determined to be inappropriate or impermissible by the applicable regulatory or governmental authorities.

PART 6: CONSTRUCTION AND OPERATION OF FACILITIES EQUIPMENT

- 6.1 Project Contingencies.** Installation of the Facilities equipment is conditioned on satisfaction of the following contingencies.

- (A) Execution and delivery of all necessary documentation to give effect to the ROW, as described in Section 3.2.
- (B) The remediation, to Company's sole satisfaction, of any hazardous materials, contamination, or other environmental conditions at the Premises that affect the Facilities. The cost of such remediation is not included in the Fees.
- (C) Company will provide a best estimate of the Infrastructure Charge prior to executing this Agreement; however, the Infrastructure Charge may change following detailed site assessments and confirmation of project design. Consequently, the Infrastructure Charge will not be fixed and final until execution of the Agreement.

- 6.2 Procurement and Installation.** If Customer elects to have Company procure and/or install Facilities, Company will provide labor, equipment, and materials necessary to install the Facilities that the Customer elected to have on the Premises. Company will obtain any necessary permits required to prepare the area and install and operate the public Charging Station(s), as requested by the Customer and specified in this Agreement. With Customer's prior consent, Company may paint, place, erect, or project signs, marks, or advertising devices on or about the Area or elsewhere on the Premises, including signage on or around the public Charging Station(s) designating the area "EV Charging Parking Only."

- 6.3 Monitor and Maintain.** During the Contract Term, Company will monitor and maintain the Facilities in accordance with Customer's selections indicated on Exhibit A. Customer will pay the amount designated in Section 4.3 above and any electric

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usage charges that Customer is obligated to pay Company for Company's non-residential rates, riders, and agreements. Customer agrees to provide Company, its Contractors, and/ or service partners with access to the Facilities as reasonably required.

6.4 Public Charging Station Use. The public Charging Station(s) will be made available to the general public. Users may be required to accept certain terms of use imposed by third-party product suppliers. Customer, in its sole discretion, will determine the applicable fees for any and all Users and the method of payment to Customer for such usage. Customer is responsible for collection of all applicable sales tax associated with such usage. Company will not collect any fee from User(s).

6.5 Duties of Care.

(A) **Public Charging Station Maintenance.** Company shall maintain public Charging Station(s) in good working condition, ordinary wear and tear excepted, if elected by the Customer and specified in this Agreement. Company does not guarantee uninterrupted or continual operation of the public Charging Station(s) and, in its sole discretion, may interrupt operation when necessary whether by suspending service and/or removing equipment that, in Company's sole discretion, poses a risk to the public or to operations, or to perform maintenance on the Facilities.

(B) **Customer Obligations.** The Customer will not remove, mar, deface, obscure, or otherwise tamper with the public Charging Station labels. Furthermore, Customer agrees, at its own expense and at all times during the Contract Term, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Facilities Area reasonably free of debris and rubbish and in good repair and condition. Customer shall notify Company immediately if Customer becomes aware that the Facilities have become unsafe, damaged, or inoperable. Customer shall immediately report all claims and/or incidents associated with the Facilities to Company. If there are operational or maintenance issues with a public Charging Station, Customer will not undertake any of repair to Company-owned Facilities; instead, Customer will promptly contact Company's representative identified in this Section so that Company can perform the necessary repairs. Customer will be responsible for repair and maintenance of existing electrical components installed or paid for by the Customers as well as any existing pad site. Customer shall not move (or remove) the public Charging Station(s) from their installed location(s).

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Company's Representative: _____

Name: _____

Address: _____

Email and Phone: _____

6.6 Software License and Internet Access. All public Charging Station hardware and software are provided by third-party suppliers. Company will assist Customer with the deployment and provision of the software (or cloud-based software service) and any software management and support services. Customer will be required to enter into a direct license/service agreement with the third-party licensor (the "Software License"). Customer will be responsible for provisioning internet connectivity to the Facilities equipment, if required. Customer's use of the software and related services will be governed by the terms of the Software License in addition to the terms of this Agreement.

6.7 Public Charging Station Usage Data. Company shall have the right to view, copy, and analyze anonymized public Charging Station usage data and usage reports for Company's own purposes and to perform tasks such as provisioning, configuration, troubleshooting, validating installation of the public Charging Station(s), and energy management for the Contract Term of the Agreement. Customer hereby authorizes Company and its representatives to request and obtain such anonymized reports directly from the third-party provider(s) of Facilities support services. For the avoidance of doubt, Company shall have no liability or responsibility for data breaches or other misuse of Facilities usage data, including data relating to end-user transactions. Customer will contract directly with a third-party for data transfer and any claim related to breach of data security or misuse of data will be between Customer and the third-party, not Company.

PART 7: PUBLICITY

7.1 Publicity. Customer acknowledges that it may be required to post signage at Company's request. Neither party will make any public announcement regarding this Agreement, or any project that may be developed under this Agreement, without first obtaining the prior written consent of the other party. Any proposed press releases or

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other promotional materials will need approval by both the Company and Customer. No publication or promotional material may claim or imply that Company endorses Customer's business, brand, products, environmental attributes, or Customer generally. Customer may not use Company's name, service mark, design, or any Company intellectual property on public charging stations. Customer agrees that it will not place Company's logo, trademark, service mark, or advertising device on any portion of the public Charging Station(s) or in the Facilities area. Customer has the right to advise mapping services, vehicle navigation system manufacturers, and/or smart phone application developers of the existence of the public Charging Station(s) at the Facilities area. To promote and inform the public about the public Charging Station(s), Customer may disclose to the public information about the location of the public Charging Station(s) and its status and may use the business name (or project or shopping center name as designated by Customer) and address of the Facilities area in promotional materials, websites, and maps. With Customer's prior written consent, Company may use Customer's logo, trademark, or service mark in promotional materials, websites, or maps.

PART 8: INSURANCE

8.1 Insurance Customer shall provide and maintain, at its own expense, insurance coverages in forms and amounts that Customer believes will adequately protect it but in no case less than:

- (A) Commercial General Liability Insurance, including Contractual Liability Coverage covering liability assumed under this Agreement, Products Liability Coverage, Completed Operations Coverage to remain in effect for three (3) years following the expiration or termination of this Agreement, Broad Form Property Liability Coverage, Personal Injury Coverage, and Explosion, Collapse and Underground Hazards Coverage, with a combined single limit of \$1,000,000 (one million dollars) per occurrence for Bodily Injury and Property Damage.
- (B) Excess or Umbrella Liability Coverage following the form of coverages required in Subsection 8.1(A) with limits of liability, when combined with such primary coverage limits, equal to \$2,000,000 (two million dollars) per occurrence.
- (C) Such other insurance as may be deemed necessary or desirable by the Company.

8.2 Customer's insurance policies required by Subsections 8.1 above, shall include Company and Company's affiliates as additional insureds with respect to Customer's performance under and liability arising from this Agreement. All of Customer's policies shall be endorsed to waive subrogation against Company and its affiliates for personal injury, including death, and property damage. All of Customer's policies of

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insurance shall be primary insurance and noncontributing with any other insurance maintained by Company and its affiliates. Customer shall endeavor to provide Company notice of policy cancellation or material change in accordance with the policy provisions. Policies are to be written by insurers that carry A.M. Best Rating of AVII or better. Customer shall provide Company with Certificates of Insurance issued to Company and its affiliates evidencing coverage currently in effect upon execution of this Agreement and annually thereafter pursuant to the requirements of this Section 8.

- 8.3 The minimum insurance requirements set forth above shall not vary, limit, or waive Customer's legal or contractual responsibilities or liabilities to any party. It is agreed that Customer's insurance shall apply to Customer's indemnity and defense obligations under this Agreement. If it is judicially or statutorily determined that the insurance required hereunder exceeds the monetary limits permitted under applicable law, the parties agree that said insurance requirements shall automatically be amended to conform to the maximum monetary limits permitted under such law.
- 8.4 In the event that the indemnities provided for in this Agreement are judicially or statutorily determined to be invalid, impermissible, or exceed permissible amounts, such indemnities shall automatically be deemed to be amended to conform to applicable law; provided, however, that Company and its affiliates shall continue to be covered by such insurance policy(ies) as additional insureds to the extent of Customer's indemnification responsibilities set forth in this Agreement, with such insurance to be primary as to all other policies (including any deductibles or self-insurance retentions) of Company and its affiliates that may provide coverage. Customer and its insurer(s) waive all rights of subrogation and contribution against Company and its affiliates to the extent that liabilities are assumed by Customer.
- 8.5 **Casualty.** If all or any portion of the Facilities are damaged or destroyed by fire or other casualty which reasonably materially and adversely affects their operation, then Company may at its election either (i) repair or replace the affected Facilities, in which case Customer shall continue to pay the Fees set forth in this Agreement, or (ii) terminate this Agreement by giving at least twenty (20) days written notice.

PART 9: PRODUCT WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

- 9.1 **Product Warranties.** All public Charging Station hardware and software are provided by third-party suppliers. If applicable, Company will pass through to Customer the benefit of any and all warranties offered to customers by the product suppliers. Customer acknowledges and agrees that (i) Customer is solely responsible for selecting products that satisfy Customer's operational requirements; and (ii)

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Company does not provide any warranties with respect to defects in the materials or workmanship of the products supplied by such third-party suppliers.

- 9.2 Protection of Company's Property.** The Customer will properly protect the Company's property located on the Premises. In the event of any loss or damage to the Company's property caused by or arising out of carelessness, neglect, or misuse by Customer or other unauthorized parties, the cost of making good such loss or repairing such damage will be paid by the Customer.
- 9.3 Customer's Liability to Company and Indemnification.** Customer shall be responsible to the Company for any loss or damage to the Company's property; (a) resulting from abuse of the Facilities, or (b) caused by Customer, Customer's agents and assigns, Users, or any third-party within the control of the Customer. Customer shall indemnify, defend and hold Company harmless from any and all liabilities, claims, demands, administrative proceedings, orders, judgements, assessments, fines, penalties, costs and lawsuits, of whatever nature and expenses of any kind of nature (including reasonable attorneys' fees) that may be imposed on, incurred by, or asserted against the Company, its affiliates, and their contractors and each of their agents, officers, directors, shareholders, control persons, employees, agents, successors, assigns, and representatives (the "Indemnitees") or any of them by any third-party or parties (including, without limitation, or governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (i) the negligent, willful or intentional acts or omissions of Customer, its agents, contractors, subcontractors or employees or Users during the Contract Term of this Agreement and any agreed extensions thereof; (ii) misuse of the Facilities by any User; (iii) breach of any of the representations, warranties, covenants or the terms of this Agreement, except to the extent any of the liabilities are caused by the gross negligence of the Indemnitees; (iv) misuse of software or any breach of the terms of a software license by any person other than Company; or (iv) any unauthorized use, disclosure or loss of User information including personal information.
- 9.4 Limitation of Liability.** Except for Customer's indemnification obligations and obligation to pay the Fees, neither party shall be liable to the other party for any special, incidental, consequential, punitive, or indirect damages or loss of profit or business interruption damages whatsoever. IN ADDITION, UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT IN THE 24 MONTH PERIOD PRECEDING THE DATE ON WHICH THE LAST SUCH CLAIM FOR DAMAGES AROSE. For the purposes of the preceding sentence, the date on which a claim for damages arises shall be the date on which the statute of limitations period for such claims begins to run.

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PART 10: NOTICES

- 10.1** Any notice given by either Party to the other pursuant to this Agreement, shall be in writing and be deemed validly given if delivered in person, delivered by private, prepaid courier, sent by facsimile with confirmation, sent by email to named contacts for the other Party with email confirmation of receipt, or deposited in the mail properly stamped with the required postage and addressed to the last-known office address of the respective addressee. Either Party hereto shall have the right to change any address or addressee it may have given to the other Party by giving such other Party due notice in writing of such a change. Until so changed, notices shall be given to the addressees at the addresses set forth below.

	Customer:	Company:
Name:	_____	_____
Address:	_____	_____
	_____	_____
	_____	_____
ATTN:	_____	_____

PART 11: MISCELLANEOUS

- 11.1 Relationship of the Parties; Force Majeure.** The Parties are independent contractors in performance of this Agreement. This Agreement: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose beyond that contemplated by the Agreement in conformance with the Schedule No. TCTX; (ii) confers no right or remedy on any person other than the Parties and their respective successors or permitted assigns; and (iii) creates no contractual relationship with, or cause of action for any third-party. Neither Party is responsible for delay or failure in performance (except with respect to the obligation to pay amounts otherwise due and owing) to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic (other than the Covid 19 pandemic except to the extent that there are material adverse changes to the trajectory of the Covid 19 pandemic), change in the law, act or omission of carriers, or other similar cause beyond the Party's control.

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- 11.2 **Governing Law.** Texas law governs all matters, including torts, relating to this Agreement, without regard to choice of law principles. The Parties will resolve a claim or dispute under this Agreement in a state or federal court sitting in El Paso County, Texas. Each Party consents to exclusive jurisdiction and venue in these courts. This Agreement and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations regarding the Facilities equipment and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. Provisions that logically should apply beyond Agreement expiration or termination will survive expiration or termination.
- 11.3 **Modification; Waiver; Assignment; Severability.** No amendment or modification of this Agreement is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this Agreement. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. This Agreement binds and benefits the Parties and their respective heirs, successors, assigns, including successor Premises owners. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate to ensure that the Agreement binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.
- 11.4 **Capitalized Terms.** Any capitalized term not specifically defined herein has the meaning ascribed to it in the Rules and Regulations of the Company's Tariff.
- 11.5 **Counterparts.** Each Party agrees to all terms and conditions of this Agreement, as of the Effective Date. This Agreement may be executed in any number of counterparts. The Parties may exchange counterparts by facsimile transmission or as a scanned image (e.g., .pdf, or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes.

(Signatures commence on next page.)

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EL PASO ELECTRIC

By: _____

Name: _____

Title: _____

CUSTOMER

By: _____

Name: _____

Title: _____

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Exhibit A

FACILITIES EQUIPMENT, SOFTWARE, AND MAINTENANCE OPTIONS

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Exhibit B
THE PREMISES

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EXHIBIT C

RIGHT-OF-WAY

EL PASO ELECTRIC COMPANY

_____, a _____, hereinafter called Grantor, whether one or more, for and in consideration paid by EL PASO ELECTRIC COMPANY the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said EL PASO ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the State of Texas, hereinafter called Grantee, for a term of _____ years from the Effective Date (as defined below) the EXCLUSIVE RIGHT, PRIVILEGE, AND RIGHT-OF-WAY to enter upon and to install, maintain, operate, inspect, patrol, repair, and remove public electric vehicle charging station(s) and all associated equipment, including but not limited to electric vehicle charging stations, concrete pads, electrical interconnection facilities, and any bollards or fencing deemed necessary by Grantee, said Take Charge TX Infrastructure to be erected simultaneously or at different future times, with the right to replace structures or fixtures composed of one type of material or materials with structures or fixtures of any other type of material or materials at any time and from time to time without further payment, upon, over, under and across that parcel of land owned by Grantor, said easement being _____ FEET BY _____ FEET (the "Easement Area") as depicted on the attached Attachment A, incorporated herein.

Grantor agrees that it shall not erect, locate, or permit the erection or placement of any building, structures, overhangs, trees, shrubs, or object of any type outside of said Easement Area, whether on a temporary or permanent basis, that will interfere with Grantee's access, operations, or the rights granted to Grantee hereunder or that violate any clearance, safety or operational requirements, guidelines or specifications as set forth in the National Electrical Safety Code, applicable operating guidelines associated with the Take Charge TX Infrastructure, and all other applicable laws, regulations, building codes, zoning ordinances, or other ordinances or requirements. Grantor shall not change the elevation of the land within the Easement Area where such elevation change causes a violation in any clearance, safety, or operational requirements set forth in the National Electrical Safety Code Requirements, applicable operating guidelines associated with the Take Charge TX Infrastructure, or any other applicable laws, regulations, building codes, zoning ordinances, or other ordinances or requirements, or limits ingress/egress to, from and along the land covered by the Easement Area. Grantee shall have ingress and egress at any time to, from and along the land covered by the Easement Area or Grantor's adjoining land.

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Grantor hereby covenants with and represents and warrants to said Grantee that Grantor has good and marketable title to said land, and has the unqualified right to grant the privileges herein contained.

Grantor shall not permit any levy, lien or other legal process to be attached to the Take Charge TX Infrastructure. Title to all Take Charge TX Infrastructure which Grantee owns under the terms of this Right-of-Way shall remain in the Grantee, and Grantor acknowledges and agrees that this Right-of-Way confers no ownership rights or interest to Grantor in the Take Charge TX Infrastructure owned by Grantee. Upon expiration or earlier termination of this Right-of-Way, Grantee shall have the right, at its sole option and discretion, to abandon in place all such Take Charge TX Infrastructure. In the event Grantee notifies Grantor that it has elected to abandon in place such Take Charge TX Infrastructure, title to such Take Charge TX Infrastructure shall automatically vest in Grantor, without further action on the part of Grantee, and Grantee shall have no further obligations or liabilities in connection therewith.

All the Agreements and stipulations herein contained, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties thereto.

This Right of Way is effective as of the ____ day of _____, 20__ (the "Effective Date").

EL PASO ELECTRIC

By: _____

Name: _____

Title: _____

CUSTOMER

By: _____

Name: _____

Title: _____

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ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, 20____, _____ known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he executed the same on behalf of said limited liability company.

Name:
Notary Public

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, 20____, _____ known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument, personally appeared before me and acknowledged to me that he executed the same on behalf of said limited liability company.

Name:
Notary Public

EL PASO ELECTRIC COMPANY

SCHEDULE NO. WHEV

WHOLE HOUSE ELECTRIC VEHICLE PILOT INCENTIVE CREDIT

APPLICABILITY

This Incentive Credit is applicable to bills for electric service provided under Schedule No. 01 Residential Service Rate. Customers must have a qualifying electric vehicle that is registered with the Texas Department of Motor Vehicles using the same service address as the EPE residential account. Qualifying accounts must provide proof of EV registration annually to EPE.

TERRITORY

Texas Service Area

TYPE OF SERVICE

Energy usage during the Incentive Credit Period will be multiplied by the Incentive Credit rate to calculate the incentive credit presented on the monthly bill. Energy usage for all hours will be charged at the applicable Rate No. 01 rate. Electric energy will be measured by a single meter, or other measuring device, of each kind needed.

MONTHLY RATES

Incentive Credit Rate, per kWh	\$0.02586
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The Incentive Credit Period shall be from 12:00 A.M. through 8:00 A.M., during Mountain Standard and Daylight Time, in all months. All other hours not covered by the Incentive Credit Period do not qualify for the Incentive Credit.

MONTHLY MINIMUM CHARGE

The Incentive Credit presented on the monthly bill shall be limited so that the Monthly Minimum Charge provision of Schedule No. 01 Residential Service Rate is followed.

TERMS AND CONDITIONS

Service supplied under this rate schedule is subject to the Company's Rules and Regulations on file with the Public Utility Commission of Texas and available for inspection at Company offices.

PRORATION ADJUSTMENTS

Charges for service supplied under this rate schedule are subject to proration adjustments.

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Effective for electricity consumed on and after
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