



P.O. Box 982  
El Paso, TX  
79960-0982  
(575) 526-5555

February 28, 2024

Mr. Richard G. Chavez  
Statewide Facilities Director, NMDOT  
7500 Pan American Frwy, BLDG C  
Albuquerque, NM 87109

Dear Mr. Chavez:

**OVERHEAD ELECTRIC SERVICE TO AN ELECTRIC  
VEHICLE CHARGING STATION LOCATED AT 865  
ANTHONY DR. ANTHONY, NEW MEXICO (DN069083)**

This letter of agreement is in reference to providing overhead electric service to the above property as shown on the attached drawing.

Accordingly, it is agreed as follows:

El Paso Electric Company (hereinafter called the "Company") will install, own and maintain the high voltage lines, transformer(s) and its related equipment to provide service to an Electric Vehicle Charging Station shown on the attached drawing.

The overhead electrical service for this project as covered in this agreement will be **277/480** volt, three phase, four wires as shown on the attached drawing.

The electric overhead system will not be energized until construction of electric facilities has been completed and appropriate inspections have been made to insure safe and reliable operation.

The electrical contractor shall contact the Company's Distribution Design and Delivery Business Unit for the necessary metering information and service point confirmation.

In consideration for extending this overhead distribution system to your facility, it will be necessary for you to make a Cash Advance in the amount of **\$12,062.93** for Construction based on the following formula:

(1)	Estimated Annual Revenue	\$0.00	
(2)	Investment Required by Company		\$ 12,062.93
(3)	Revenue Credit (4 X Line 1)		\$ 0.00
(4)	Advance for Construction (Line 2 less Line 3)		\$ 12,062.93

For the first four (4) years following completion of the extension, the Company will refund annually to the customer the amount of "actual annual revenue" which exceeds the estimated annual revenue amount. "Actual Annual Revenue" is defined as the revenue received from twelve (12)

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monthly bills rendered to the customer, based on metered monthly kilowatt-hour usage, applied to the appropriate tariff schedule, less the fuel and purchased power adjustment and taxes.

If at the end of the four (4) years the sum total of actual annual revenues is less than the total revenue credit amount [(3)] above, the Company will appropriate the total deficit amount from the refundable portion of the Cash Advance for Construction. The Company, in its sole discretion, may extend any line extension agreement or Revenue Guarantee for an additional two (2) years if the line extension is generating sufficient revenue to cover operating costs, debt service and the allowable return on investment. At no time will the Company ever refund in total more than the Advance for Construction provided by the Customer.

If additional customers are served from this primary span, El Paso Electric Company may make refunds to you for each such extension as follows:

The Company will refund an amount equal to four (4) times the estimated annual or actual annual revenue of each new permanent customer connected to the extension, less an amount equal to the estimated cost to install the additional facilities including transformers; provided the additional facilities are within an area exactly described in the original extension agreement. No refund shall be made for customers connected to the extension of the extension unless the new extension and customers are within the area exactly described in the original extension agreement.

The total of all such refunds shall in no case exceed the amount of the original Advance for Construction. Further, no refund shall be made for customers connected to the extension if the connection is made six (6) years or more from the date of the original agreement. Refunds due will be made annually or at shorter intervals at the option of the Company.

This Advance for Construction will be set up in your name and at this address. Should you elect to sell, lease, or initiate some name change action, which would effect this account, you must inform the Distribution Design and Delivery Business Unit of your actions to insure refund credits, if applicable.

All extensions shall be constructed on private rights-of-way, except that within incorporated municipalities where they are not available, such lines may be constructed on existing public roads, streets, alleys, or easements. New customers shall furnish such rights-of-way as required, without charge to the Company over property owned or leased by said new customers and if possible, will assist the Company in securing other rights-of-way as necessary to provide service.

You will need to provide all necessary property irons so that our facilities can be properly located in the easements.

This agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future with respect to other locations or installations. This agreement becomes void unless executed and returned within sixty (60) days from the date of the agreement.

The acceptance of this overhead agreement acknowledges customer refusal to underground electrical service.

Your rights under this agreement will not be assignable.

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If this agreement meets with your approval, please sign and return the original with your remittance.

Please contact me at 575-523-3638 if you desire additional information.

Sincerely,

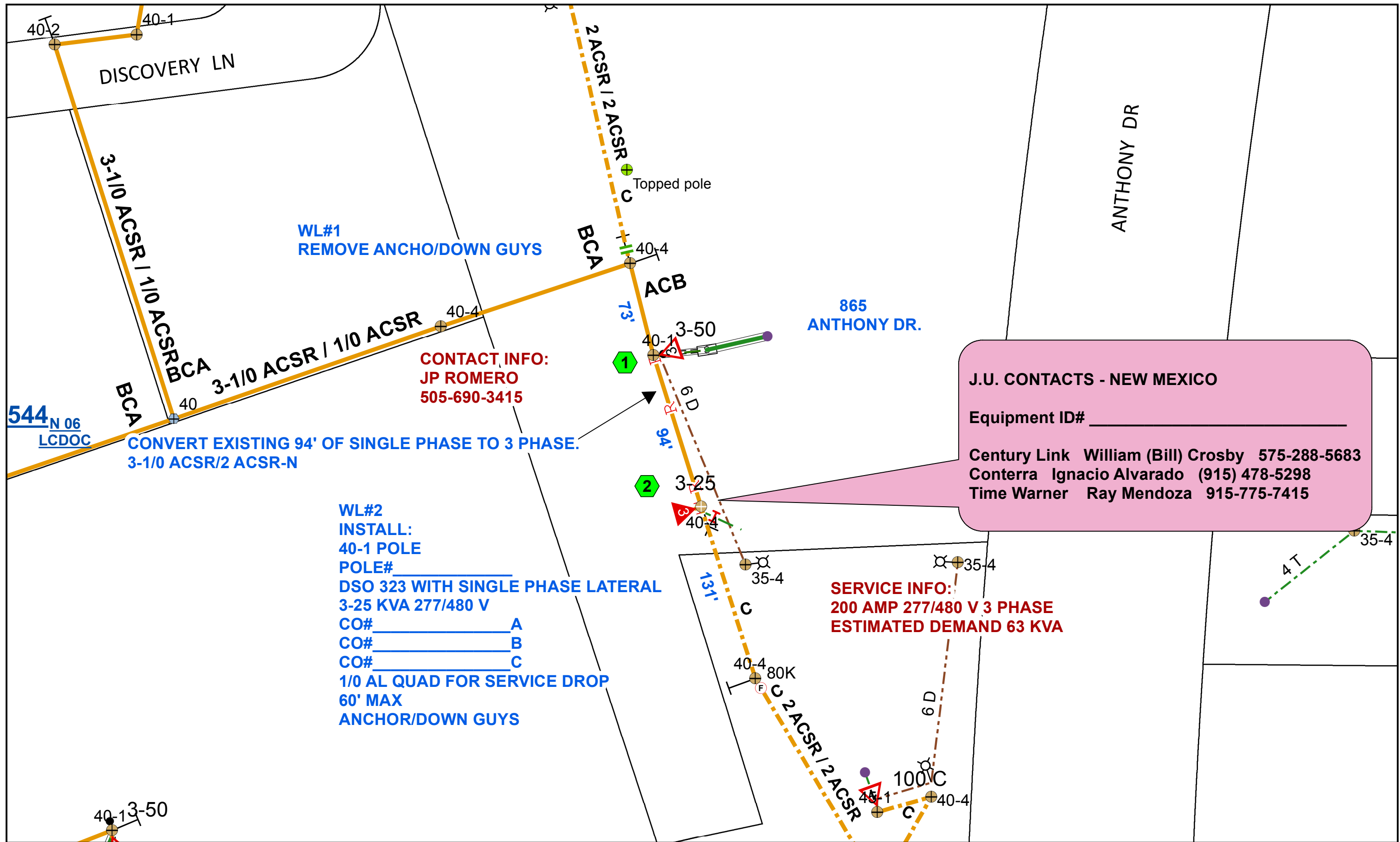
Omar Carrera  
Principal Engineer

\_\_\_\_\_  
Frank H. Vejl  
Supervisor, Distribution Design

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_



Work Order #: DN069083  
 Tax District: 544  
 Feeder: ANT-22

**DONA ANA COUNTY**  
 865 N MAIN ST ANTHONY, NM 88021

26S-03E-35- - - /

Planner: Omar Carrera  
 Planner Phone: 575-523-3638  
 Planner Cell: 575-649-7106

Customer: DONA ANA COUNTY  
 Customer Phone: 505-690-3415

