

**AGREEMENT AND TERMS AND CONDITIONS FOR PULSE  
METERING EQUIPMENT INSTALLATION**

**2-11-09**

El Paso Electric Company ("Company") and **El Paso County Annex**. [an Electric Power and Energy end-user; or the written authorized representative of **El Paso County**, an Electric Power and Energy end-user ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.
2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.
3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.
4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.
5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days, Company shall provide notice to customer pursuant

to Section 11 of this agreement. Company shall provide notice to Customer's contact person as set forth in Section 11 of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.

6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.
7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.
8. Company shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's tariff for Retail Delivery Service.
9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.
10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:
  - (a) Customer name;
  - (b) Letter of authorization if Customer is other than an Electric Power and Energy end-user;
  - (c) Customer's authorized representative contact name, if applicable;
  - (d) Customer's authorized representative contact phone number, if applicable;
  - (e) ESI ID (if available);
  - (f) Service address (including City and zip code);
  - (g) Pulse data requested e.g. watt-hour, time, var-hour;
  - (h) Billing/Invoice Information, including:
    - Responsible Party;
    - Billing Address; and
  - (i) If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

**FOR COMPANY: EL PASO ELECTRIC COMPANY  
P. O. BOX 982  
EL PASO, TEXAS 79901**

Contact: Frank H. Vejl  
Address: P.O. Box 982  
El Paso, Texas 79960-0982  
E-mail: fvejl@epelectric.com  
Phone Number: 915-543-2075  
Fax Number: 915-543-4396

**FOR CUSTOMER:**

**SERVICE ADDRESS: 9521 SOCORRO RD., Building A  
EL PASO, TEXAS 79927**

**CORPORATE CONTACT:**

Contact: Saul Nañez, Facilities Manager  
Address: 500 E. San Antonio, Suite M1  
El Paso, Texas 79901  
E-mail: snanez@epcounty.com  
Phone Number: (915) 546-2009  
Fax Number: (915) 543-3820

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.

13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it request to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.
14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.
15. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**Company (insert name)**                     **El Paso Electric Company**

(legal signature)                             \_\_\_\_\_

(date)                                             \_\_\_\_\_

**Customer (insert name)**                   **El Paso County**

(legal signature)                             \_\_\_\_\_

(date)                                             \_\_\_\_\_

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  - (d) Customer's authorized representative contact phone number, if applicable;
  - (e) ESI ID (if available);
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**FOR CUSTOMER:**

**SERVICE ADDRESS: 9521 SOCORRO RD., Building B  
EL PASO, TEXAS 79927**

**CORPORATE CONTACT:**

Contact: Saul Nañez, Facilities Manager  
Address: 500 E. San Antonio, Suite M1  
El Paso, Texas 79901  
E-mail: snanez@epcounty.com  
Phone Number: (915) 546-2009  
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**Company (insert name)**                      El Paso Electric Company

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_

**Customer (insert name)**                      El Paso County

(legal signature) \_\_\_\_\_

(date) \_\_\_\_\_