



6.3.1 Facilities Extension Agreement

WO Number : 24633747
Off-Site ID : _____
Document ID : 5503
Premise Number : 5869465
District : Hutto
Region : South

This Agreement is made between City of Pflugerville, hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location 10100 Greg Lane, Pflugerville TX.

The Company has received a request for the extension of (check all that apply):

STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of 203 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of character commonly described as 120/240V volt, 1 phase, at 60 hertz, with reasonable variation to be allowed.

STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or

_____ Electric and gas residential lot(s)/apartment units.

The Delivery System facilities installed hereunder will be of the character commonly described as _____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

NON-STANDARD DELIVERY SYSTEM FACILITIES

Non-Standard kW _____

Company shall extend/install the following non-standard facilities.

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$\$52,380.85 Dollars as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This Article II applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company may, at its sole discretion, re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots, or extend the four (4) year time frame. Company will work with Customer to determine whether recalculating the CIAC is appropriate. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.
- c. Customer will, prior to or contemporaneous with signing this Agreement, or as soon thereafter as reasonably possible, supply a load profile or load ramp document in support of the Contract kW set out above.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule Secondary Service Greater Than 10kW, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - DISCLOSURE

Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities. Number of meters: 0

ARTICLE VI - PROHIBITION ON AGREEMENT WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 117 of the Texas Business and Commerce Code (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas Governor as a threat to critical infrastructure).

ARTICLE VII - OTHER SPECIAL CONDITIONS

- i. Company and Customer agree that neither Article VI of this Agreement, nor the statutory provisions cited therein, apply to this Agreement, and by signing this Agreement Customer is making no representations or warranties under Article VI.
- ii. Customer shall implement, to the extent reasonably practicable, the practice outlined in IEEE 519-2014, Recommended Practice and Requirements for Harmonic Control in Electric Power Systems, or any successor IEEE standard. If Oncor determines that a customer has created excessive harmonics that causes or are reasonably likely to cause another customer to receive unsafe, unreliable or inadequate electric service, Oncor will follow the process outlined in PUCT Substantive Rule 25.51, Power Quality, to remedy the effects of the harmonics issue.
- iii. Customer acknowledges and agrees that in the event that (i) Customer elects not to have the Delivery System facilities installed, or (ii) the Delivery System facilities are not installed for any reason through no fault of Company, Customer agrees to reimburse Company for all costs and expenses incurred by Company in connection with this Agreement, including but not limited to costs for the equipment necessary to construct the Delivery System facilities. Such payment shall be made within 30 days of delivery by Company of documentation evidencing the amount of reimbursement due the Company.
- iv. Customer agrees, upon Company construction completion, within 90 days to accept service by applying with a Retail Electric Provider and initiating a MOVE IN for a meter set. If meter set is not established then Customer will forfeit this agreement and will be required to resubmit their request. All capacity associated with agreement shall be available for other requests.
- v. All easements shall be granted & conveyed to Company Prior to any of Company's facilities, equipment, or infrastructure being placed on Customer's private property.

ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

Oncor Electric Delivery Company LLC

Customer / Company Name

Oncor Representative Signature

Customer Representative Signature

Oncor Representative Printed Name

Customer Representative Printed Name

Oncor Representative Title

Customer Representative Title

Date Signed

Date Signed