



Tariff for Retail Electric Delivery Service Oncor Electric Delivery Company LLC, a Delaware Limited Liability Company

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

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6.3.1 Facilities Extension Agreement

WR Number: 3543009

Transaction ID: _____

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's Delivery System facilities, as hereinafter described, located at City of Pflugerville Water Plant, 17601 Weiss Lane, Pflugerville, Texas 78660.

The Company has received a request for the extension of:

NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend Non-Standard Delivery System facilities necessary to serve Customer's estimated maximum requested demand load requirement of **1,500 kW** for the added data load to 17601 Weiss Lane, Pflugerville, Texas, equipment location known as further described in Article V below. Customer understands and agrees that this contracted load cannot be moved, transferred or used as back stand capacity to other areas of Customer's electrical system.

The Delivery System facilities installed hereunder will be of the character commonly described as a Preferred (automatic switching by Company) Two-way feed service by means of overhead pole mounted Intellirrupter switches with two (2) separate 24.9 volts, three phase feeders at 60 hertz, with reasonable variation to be allowed. Company at its discretion reserves the right to modify or reassign feeders to this facility.

Scope of Work: Company will install for Company's use all necessary electrical equipment to make connection and provide Preferred Two-way feed service with Intellirrupter switches. Customer has installed on previous project civil-facilities, equipment yards with all fencing, and gates to meet Company's security and operational requirements.

Should Customer request additional capacity, or if Customer's combined total or individual metered demand exceeds the Contract kW quantities stated above, Customer understands that a new agreement will be required and Customer agrees to pay Company for costs associated with providing such service in accordance with Company's Facilities Extension Policy.

ARTICLE I PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company **\$353,406.86** as payment for the installation of Non-Standard Company facilities, in accordance with Company's Facilities Extension Policy.

ARTICLE II NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This article, Article II, applies only to the installation of Standard Delivery System facilities.

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., Customer's load sheets & Customer's existing demand kW) supplied by Customer and specified above. Company will conduct a review of the actual load 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, at said location has not been substantially materialized, Company will re-calculate the CIAC based on actual maximum kW billing demand realized.

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.

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.

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 (Oncor yard PPOD's located at 4200 S. Lancaster, Dallas, Texas 75216) will be provided in accordance with Rate Schedule 6.1.1.1.5 Primary Service Greater Than 10 kW-Distribution Line, which may from time to time be amended or succeeded.

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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 – OTHER SPECIAL CONDITIONS

- i. Distribution Permanent Service Facilities - Company will install electric facilities in existing Company owned and maintained duct bank system to extend service from existing Distribution System to the existing PMU meter(s) and equipment for this project. This service is a dual Primary Point of Delivery PPOD only and is a Preferred Two-way feed service with ATO capabilities. Customer understands that the CIAC of **\$353,406.86** must be paid to Company in-full with an executed copy of this FEA contract prior to ordering equipment, material and commencing any construction. Long lead-time items such as PMU, ATO and Vista switches take appropriately 15-18 weeks to be delivered. Customer agrees to pay for any additional cost incurred by Company for design changes made by the Customer.
- ii. New Contract kW - Four (4) years from the date of this Agreement, Company will review Customer's actual maximum coincident kW demand as measured by the Company's billing meter and a new Contract kW will be set to the actual maximum coincident kW demand. If Customer requests a meter demand ratchet charge waiver for equipment testing, the 4 year term clause will not be in effect and the maximum coincident kW demand cannot be set during the waiver period. Any load added after the new Contract kW is established will be served pursuant to the Company's Tariff for Retail Delivery Service in place at the time of the request.
- iii. Project Cancellation – 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 to the Company.
- iv. Customer's Responsibilities - Customer must design and install its electrical system to meet Company's engineering requirements and provide all assistance necessary to allow Company to complete installation of its equipment in a reasonable and safe manner. Customer must continue to provide adequate security for Company's facilities.
- v. Easement Requirements – All easements and right-of-way shall be granted to Company covering all of Company's facilities and infrastructure installed on Customer's private property.
- vi. Fault Current Information - Company's AIC rating documents were provided to Customer's electrical engineer and/or electrician on xx/xx/xxxx. Company will be multiple primary feeders with ATO operation fault current duty rating, included below

Any Oncor Electric Delivery up-line protective device exists solely for the purpose of protecting Oncor Electric Delivery's facilities and does not exist to provide protection (either limiting fault magnitude or duration) for facilities not owned by Oncor Electric Delivery.

Specific information set forth herein, directly or indirectly related to the Oncor Electric Delivery equipment, impedances, and available fault current values, is being provided at the request of the customer, or customer agent, and is based upon a number of assumptions made at the time such information was determined. The actual installed device, impedances, available fault current, and related information may be different than what is indicated in this document and is subject to change without notice.

The information provided herein, shall not in any manner modify, alter, revise, or amend the rights, duties, liabilities and obligations of the parties as set forth in Oncor Electric Delivery's applicable tariff, as approved by the Public Utility Commission of Texas.

- vii. Metering - The Primary Point of Delivery(s) for each feeder will be the load side of Company's 24.9 kV primary metering equipment (PMU's). Service will be metered separately and not totalized with PMU service or any other Customer services. Customer will be responsible for any sub-metering downstream of Company's PMU service meter(s). Company's measurement services department must approve the meter service Point of Delivery PPOD(s) design.
- viii. Landscape Design – If Customer chooses to install tree(s) near equipment yard, Customer agrees to maintain a 30 foot canopy/tree(s) clearance above the existing grade of the equipment yard and ensure that canopy will not extend over equipment yard opening when tree(s) have reached their mature size. Company reserves the right to trim, prune or remove any tree(s) that impairs the Company's response during a system emergency to restore power to the Customer's building. Customer will be responsible for any cost incurred by Company for tree(s)

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removal or damage and will reimburse Company for those expenses. Tree(s) must be oriented to allow the crane boom a clear path to the equipment yard.

- iv. Design and Operation of Customer's Facilities - Customer will not under any circumstances connect the electrical systems of its present or new Company 24.9 kV feeders or future feeders from Company together at any point within Customer's system, and Customer will not transfer any load from any of its 24.9 kV feeders to the other future Company 24.9 kV feeders, or any existing load from other existing points of delivery to the new Company 24.9 kV feeders. Customer Facilities shall meet all applicable federal, state, local construction, operation, and safety codes. The design of Customer's facilities is subject to Company's review as to provide safe, compatible, and reliable operation with Company's Facilities so as not to reduce or adversely impact the quality of electric service being provided by Company to all Customers. Customer is responsible for the protection of equipment owned by Customer beyond the Points of Delivery, as specified in Company's Retail Electric Delivery Tariff. Customer's relaying and protection schemes will coordinate with the Company's Facilities relaying. Customer shall provide to Company for review its one-line relay functional diagram showing all of Customer's relaying and protection schemes prior to finalizing design of those facilities. Customer shall submit, for review by Company, prior to actual modification, any proposed change in the electrical design of the Customer's Facilities to permit Company to determine any resulting effect on the operations of the Company's Facilities. The provisions of this Paragraph (IV) will remain in effect as long as the Company's Facilities are connected to the Customer's Facilities.

- x. Distribution System Emergency - In the event of a Company Distribution System emergency, Company shall retain the right and responsibility to operate the Distribution System as necessary in order to maintain system integrity and reliability. Once the system emergency condition returns to normal, Customer's dual feed service will be returned to original configuration, if applicable.

- xi. Customer's Facilities 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 its agents or assignees for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

- xii. Contract Transferability - This Agreement is non-transferable, any purported assignment or transfer by Customer, including by operation of law, shall be null and void. Any new owner, tenant, lessee or Customer, or new customer served from facilities covered in this Agreement must secure a separate two-way feed agreement with the Company prior to receiving that Non=Standard Service. Any substation, feeder, or transformer capacity held in reserve for Customer by this Agreement is non-transferable to a new owner, tenant, lessee or Customer, or new customer. Should Customer permanently discontinue service or discontinue the two-way feed service, this Agreement shall terminate and any substation, feeder, or transformer capacity held in reserve for this Non-Standard Service shall be forfeited by the Customer. Any two-way feed service after discontinuance of service or discontinuance of two-way feed will require a new agreement to be executed by both parties.

- xiii. Distributed Generation - Customer must secure a Distributed Generation (DG) interconnection agreement at Customer's expense for Company to allow a closed or soft transition to Company's Electric Distribution System. Company will not energize closed transition system without an executed agreement. All emergency generation must be open transition.

ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

Oncor Electric Delivery Company LLC
a Delaware Limited Liability corporation

City of Pflugerville

Oncor Representative - Signature

Customer Representative Signature

Oncor Representative – Printed Name

Customer Representative – Printed Name

Oncor Representative - Title

Customer Representative - Title

Date

Date