



Post Office Box 9010 Addison, Texas  
75001-9010  
5300 Belt Line Road  
(972) 450-7000 Fax: (972) 450-7043

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## **AGENDA**

### **REGULAR MEETING OF THE CITY COUNCIL**

**AND / OR**

### **WORK SESSION OF THE CITY COUNCIL**

**6:00 PM**

**JUNE 14, 2011**

**TOWN HALL**

**ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254**

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### **WORK SESSION**

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Item      Discussion regarding economic development priorities and  
#WS1 -      incentive policy review.

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### **REGULAR MEETING**

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#### **Pledge of Allegiance**

Item #R1- Consideration of Old Business

Introduction of Employees

Discussion of Events/Meetings

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Item #R2- Consent Agenda.

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#2a- Approval of Minutes for the May 24, 2011 Regular Council Meeting.

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#2b- Approval of an ordinance amending Chapter 18 of the Code of Ordinances of the Town by amending Section R314.3.1 and Section R315.2 of the 2009 IRC.

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#2c- Approval for the award of bid to BMW Motorcycles of North Dallas in the amount of \$69,320.97 for the purchase of (3) 2011 BMW Police Motorcycles.

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#2d- Approval to authorize the City Manager to execute a Professional Services Agreement with Halff Associates, Inc. in an amount not to exceed \$54,000.00 for Stormwater Data Inventory.

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#2e- Approval of a Supplemental Agreement to the Agreement for Professional Service with Halff Associates, Inc. for Addendum No. 3 in the amount not to exceed \$3,900.00, for additional professional services for Spring Valley Road.

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#2f- Approval for a Festival Consulting Agreement with World Affairs Council of Dallas/Fort Worth (WAC) in an amount not to exceed \$37,000.00 for WorldFest 2011, subject to the final review and approval of the City Attorney and City Manager.

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Item #R3- Appointment of Mayor Pro Tempore and Deputy Mayor Pro Tempore.

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Item #R4 Presentations by Non-Profit Organizations requesting funding for Fiscal Year 2012: Contact Crisis Line, The Family Place, Dance Council of North Texas, Communities in Schools - Dallas, Richardson Symphony Orchestra, Metrocrest Social Services, UBL Texas Wranglers, Second Thought Theatre, Launchability, Senior Adult Services, Water Tower Theatre, Metrocrest Chamber of Commerce, and Metrocrest Family Medical.

Attachment(s):

1. 2012 Applications

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Item #R5 **PUBLIC HEARING** Case 1632-Z/Allegro Phase II.

Discussion and consideration of approval of an ordinance approving a final development plan, with waivers for design standards, for 121 multi-family units in the UC – Urban Center zoning district, Commercial subdistrict, located on 1.231 acres addressed as 15605 Dallas Parkway, on application from Behringer Harvard Addison Circle Land, LLC, represented by Mr. Jim Fadley of Behringer Harvard, and Mr. Jim McGinley of Trinity Realty Interests, LLC.

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on May, 26, 2011, voted to recommend approval a development plant for a development of 121 multi-family units, in the UC – Urban Center district, Commercial subdistrict, subject to the following waivers of design standards:

Waiver 1 – Section 5, Subsection A. *Minimum area per dwelling unit.* Approval of the applicant's request for 63, 1-bedroom units of less than 750 square feet in area.

Waiver 2 – Section 5, Subsection C. *Setbacks*, paragraph 2. Side yard, subparagraph (b). Approval of the applicant's request for a minimum 5'-0" side yard with maximum 2'-0" projections into the required side yard for brick and stone pilasters, and metal columns at the corners of the buildings.

Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver

Voting Nay: none

Absent: Angell, Wheeler

Attachment(s):

1. docket map, staff report, and Commission findings
2. Plans for Allegro, Phase II

Recommendation:

Administration recommends approval.

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Item #R6 Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Division 4, Attached Signs, Sec 62-163 at 4021 Belt Line Road, Suite 303 in order to provide for an attached mural sign with an area of approximately 195 square feet and logos and letters that exceed 24" and 27" in height.

Attachment(s):

1. APPLICATION

Recommendation:

Staff recommends denial.

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Item #R7 Discussion and consideration of approval of an increase in the authorized sworn strength of the Police Department

from 62 to 63 positions by adding one police sergeant as a full time position at the Addison Airport.

Recommendation:

Staff recommends approval.

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Item #R8 Presentation, discussion and consideration of approval of a  
- contract with Jim Bowman Construction Co. LP in the amount of \$107,931.68 for concrete repairs to various streets, including Quorum Dr, Midway Rd and Westgrove Dr.

Recommendation:

Staff recommends approval.

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Item #R9 Consideration of approval of an interlocal agreement for  
- cooperative purchasing with the City of Fort Worth and approval of an agreement with Chase Bank, N.A. regarding procurement card services.

Attachment(s):

1. Resolution
2. Cooperative Agreement
3. Addison-Chase Contract

Recommendation:

Staff recommends approval.

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Item #R10 - Consideration, discussion, and approval of an ordinance approving a negotiated resolution between the Steering Committee of Cities Served by Oncor and Oncor Electric Delivery Company LLC regarding the company's

application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse cities' reasonable expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; and providing for other related matters.

Attachment(s):

1. Rate Ordinance
2. Attachment A
3. Attachment B
4. Attachment C

Recommendation:

It is recommended council approve the ordinance and associated tariffs.

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Adjourn Meeting

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Posted:

Lea Dunn, 6/10/2011, 5:00 pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

## Council Agenda Item: #WS1

**AGENDA CAPTION:**

Discussion regarding economic development priorities and incentive policy review.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

Provide For A Diversified Business Climate

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## Council Agenda Item: #R 2a

**AGENDA CAPTION:**

Approval of Minutes for the May 24, 2011 Regular Council Meeting.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[Minutes of the May 24 Regular Council Meeting](#)

Type:

Cover Memo

**OFFICIAL ACTIONS OF THE ADDISON CITY  
COUNCIL  
REGULAR MEETING**

May 24, 2011

7:30 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Posted: Lea Dunn, 5/20/2011, 5:00 pm

Council Members Present:

Arfsten, Chow, Clemens, Lay, Noble, Resnik

Absent:

Mellow

**REGULAR MEETING**

Item #R1 - Consideration of Old Business

The following employees were introduced: Carolyn Sedwick, City Manager's Office; Larynn Mitchell, Police Department; Lynn Chandler, Development Services

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the May 10, 2011 Worksession and Regular Council Meeting.

A motion to Approve was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Noble, Resnik

Voting Nay: None

Absent: Mellow

Item #R3 - Consideration and approval of an Ordinance canvassing the results of the Municipal Election held on May 14, 2011.

Lea Dunn read the election results provided by Dallas County.

Ordinance 011-038 was approved.

A motion to Approve was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Chow, Clemens, Lay, Noble, Resnik

Voting Nay: None

Absent: Mellow

Item #R4 - Administration of the oath of office to the newly elected Mayor and Council Members of the City.

Lea Dunn administered the oath of office to Todd Meier. Todd Meier administered the oath of office to Chris DeFrancisco, Bruce Arfsten, and Blake Clemens.

There was no action taken.

Item #R5 - Presentation of 2011 Silver Leadership Circle Award for Financial Transparency.

Lea Dunn spoke regarding this item.

There was no action taken.

Item #R6 - Presentation regarding the Share the Road signs campaign.

Sandy Daniels, Safety and Awareness Coordinator, Texas

Confederation of Clubs and Independents, spoke regarding this item.

There was no action taken.

Item #R7 - Presentation, discussion and consideration of an ordinance amending Chapter 62, Sign, of the Code of Ordinances, of the Town by providing for a Meritorious Exception to Article VI. Special Districts, Sec, 62-289 Item G, Vitruvian Park to provide for letter and logo heights of 26" and blade signs with an area of 9 square feet.

Lynn Chandler and Tom Lamberth, of UDR, spoke regarding this item.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Resnik

Voting Nay: None

Absent: Mellow

Item #R8 - Consideration and approval authorizing the City Manager to add a Receptionist position reporting to the Human Resources Director.

Ron Whitehead spoke regarding this item.

A motion to Approve was made by Councilmember Kimberly Lay.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Resnik

Voting Nay: None

Absent: Mellow

Item #R9 - Presentation, discussion and consideration of a resolution approving expenditures in an amount not to exceed \$92,000 for the Art & Wine Stroll to be held at Vitruvian Park in August 2011.

Barbara Kovacevich gave a presentation regarding this item. A recess was taken at 8:43 pm to check on inclement weather conditions. The recess ended 8:44 pm.

Resolution R11-006 was approved.

A motion to Approve was made by Councilmember Blake Clemens. The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Resnik

Voting Nay: None

Absent: Mellow

Item #R10 - Presentation of Visitor Services Quarterly Report for Quarters 1 and 2 of Fiscal Year 2011.

Bob Phillips presented the first and second quarter Visitor Services Quarterly Report.

There was no action taken.

\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Lea Dunn

## Council Agenda Item: #R 2b

**AGENDA CAPTION:**

Approval of an ordinance amending Chapter 18 of the Code of Ordinances of the Town by amending Section R314.3.1 and Section R315.2 of the 2009 IRC.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

This ordinance will help clarify where smoke alarms and carbon monoxide detectors are required in a home.

**RECOMMENDATION:**

Staff recommends approval.

**COUNCIL GOALS:**

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

**ATTACHMENTS:**

Description:

[Proposed ordinance](#)

Type:

Backup Material

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 18 (BUILDING AND BUILDING REGULATIONS) OF THE CODE OF ORDINANCES OF THE TOWN BY ADDING VARIOUS PROVISIONS TO ARTICLE VII (HOUSING CODE) THERE OF, INCLUDING: ADDING NEW SECTIONS 18-428.2 (ALTERATIONS, REPAIRS AND ADDITIONS) AND 18-428.3 WHERE REQUIRED IN EXISTING BUILDINGS) ; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the amendments set forth in this Ordinance to Chapter 18 of the Code of Ordinances of the Town of Addison (the “City”) are pursuant to investigation and analysis by the City, and are with a view of and to further the purposes and objectives set forth in Section 18-31 of the Code, including to promote the health, safety, welfare, convenience and enjoyment of the public, including to protect the public welfare, and are to comply with applicable State law; and

**WHEARAS**, the adoption of this Ordinance and the amendments set forth herein are for the best interests of the health, safety and welfare of the City and its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. The Code of Ordinances of the Town of Addison, Texas (the “City”) is hereby amended by amending certain sections and provisions of Chapter 18, Building and Building Regulations, thereof as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, sentences, phrases and words of the said Code of Ordinances are not amended hereby.

Section 3. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO \_\_\_\_\_**

accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 4. Penalty. It shall be unlawful for any person, firm, corporation, or other business entity to violate any provision of this Ordinance, and any person, firm, corporation, or other business entity violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation or failure occurs or continues.

Section 5. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective from and after its passage and approval and its publication as may be required by law (including, without limitation, the City Charter and the ordinances of the City).

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Lea Dunn, City Secretary

APPROVED AS TO FORM:

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO \_\_\_\_\_**

By: \_\_\_\_\_  
John Hill, City Attorney

**EXHIBIT A  
TO ORDINANCE NO. \_\_\_\_\_**

Chapter 18, Building and Building Regulations, of the Code of Ordinances (the "Code") of the Town of Addison, Texas is hereby amended by amending various sections of the said Code as set forth below and as follows (additions are underlined; deletions are):

1. A new Section 18-428.2 is added to the Code to read as follows:

18-428.2 Alterations, repairs and additions.

The International Residential Code is amended by changing Exception 2 in Section R314.3.1 to reads as follows:

Exceptions:

2. Installation, alteration or repairs of electrical, plumbing or mechanical systems are exempt from the requirements of this section.

2. A new Section 18-428.3 is added to the Code to read as follows:

18-428.3 Where required in existing dwellings.

The International Residential Code is amended by changing Section R315.2 to read as follows:

R315.2 Where required in existing dwellings. Where work requiring a permit occurs in existing dwellings that have attached garages or in existing dwellings within which fuel-fired appliances exist, carbon monoxide alarms shall be provided in accordance with Section R315.1.

Exceptions:

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck, are exempt from the requirements of this section.

2. Installation, alteration or repairs of electrical, or plumbing and mechanical systems inside the dwelling that does not involve the installation, alteration or repairs of

**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO \_\_\_\_\_**

gas lines or gas appliances are exempt from the requirements of this section.

## **Council Agenda Item: #R 2c**

### **AGENDA CAPTION:**

Approval for the award of bid to BMW Motorcycles of North Dallas in the amount of \$69,320.97 for the purchase of (3) 2011 BMW Police Motorcycles.

### **FINANCIAL IMPACT:**

Funds Available: Capital Equipment Replacement Fund (CERF)

Cost: \$69,320.97

Budgeted Amount: \$69,000.00

Auction proceeds and interest income is available in the CERF to fund the cost difference.

### **BACKGROUND:**

The Town has five Police motorcycles assigned to the traffic division. Three of these are 2005 Police Package BMW Motorcycles that have been in service for six-years and have reached the end of their useful life and are ready to be retired to auction. The other two are 2009 Police BMW motorcycles. The BMW motorcycles have performed well, offer additional safety and performance features, and operate with minimal maintenance required.

The Purchasing Division invited 408 vendors to bid with 12 vendors requesting specifications. Two bids were received. The low bidder did not provide a bid bond as required, and was disqualified. The low responsible bidder is BMW Motorcycles of North Dallas.

### **RECOMMENDATION:**

Staff recommends approval.

### **COUNCIL GOALS:**

Provide Superior Public Safety, Customer Service, Social and

# Health Services to the Community

## ATTACHMENTS:

Description:

[Bid Tab](#)

Type:

Backup Material

**Police Motorcycles**

**BID NO 11-15**

**DUE: May 31, 2011**

**2:00 PM**

<b>BIDDER</b>	<b>Signed</b>	<b>Bid Bond</b>	<b>Bid Total</b>
BMW Motorcycles of N. Dallas	Y	Y	\$ 69,320.97
Beaudry Motors, Inc.	Y	N	\$ 62,919.00

*Matthew McCombs*

Matthew E. McCombs, Management Analyst

*Tom Hess*

Witness

## **Council Agenda Item: #R 2d**

### **AGENDA CAPTION:**

Approval to authorize the City Manager to execute a Professional Services Agreement with Halff Associates, Inc. in an amount not to exceed \$54,000.00 for Stormwater Data Inventory.

### **FINANCIAL IMPACT:**

Cost: \$54,000.00

Funds for this professional service were included in the FY 2011 Budget.

### **BACKGROUND:**

The Town of Addison is responsible for providing and maintaining safe, efficient and effective drainage systems throughout the Town. Maps of the drainage system throughout the Town of Addison would greatly assist staff in determining where blockages in the system may be occurring. Additionally, this data would be available to developers to assist them in determining availability of downstream drainage systems. Finally, the Storm Water Master Plan for the Town of Addison requires that ten (10) outfalls be inspected each year. Maps of the storm sewer system can be utilized to determine the location of any illicit discharges.

Halff Associates, Inc. has mapped the areas around Keller Springs, White Rock Creek and between Dallas Parkway and Inwood south of Belt Line in prior years. It is anticipated that the \$54,000.00 would map all of the remaining areas of Addison east of Midway Road. Halff Associates submitted the attached proposal for the Stormwater Data Inventory.

### **RECOMMENDATION:**

Staff recommends approval.

### **COUNCIL GOALS:**

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

## ATTACHMENTS:

Description:

[Proposal Form](#)

Type:

Exhibit

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**THIS** Agreement for Professional Services ("Agreement") is entered into the \_\_\_\_\_, by and between the TOWN OF ADDISON, TEXAS, hereinafter referred to as the "City", and Halff Associates, Inc., a Texas corporation, hereinafter referred to as "Company".

**WHEREAS**, the City desires Company to perform certain work and services set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein (the "Scope of Services") (the work and services to be provided by the Company under this Agreement, including all plans, drawings, specifications, designs, reports, records, and other work product, and estimates, set forth in the Scope of Services and otherwise described or referred to herein are referred to in this Agreement as the "Services"); and

**WHEREAS**, the Company has expressed a willingness and desires to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, the Town of Addison, Texas and Halff Associates, Inc. in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby contract and agree as follows:

**ARTICLE I**

**GENERAL**

The Company shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all Services set forth in Article II hereof for the City in accordance with the terms, conditions and provisions of the Scope of Services,

attached hereto as **Exhibit "A"** and incorporated herein for all purposes, and all of the terms, conditions, and provisions of this Agreement. The City may, at any time, stop any Services by the Company upon giving the Company written notice. Company shall be bound to City by the terms, conditions and responsibilities toward the City for Company's services set forth in this Agreement.

Company shall serve as City's design professional and engineering representative for the project for which the Services are being provided by Company, providing professional engineering services, consultation and advice with respect thereto. Company's work and services consist of that work and services performed by Company and its owners, directors, officers, employees, agents, contractors, subcontractors, representatives, and consultants.

Company shall perform all Services and work hereunder in a manner satisfactory and acceptable to City in accordance with the terms and conditions of this Agreement, including (without limitation) the standard of care set forth in this Agreement. Company shall perform all of its services in a timely and professional manner, utilizing at all times an economical and expeditious manner for performing such services. No less than monthly, Company shall keep City informed, orally or in writing (as requested by City), as to the status of all services of Company in process. All oral information shall be subsequently confirmed in writing.

Company will use its professional skill, judgment and abilities in the performance of its work and Services hereunder, and all work and Services performed under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by reputable members of the engineering profession currently practicing in the same locality in which the work and Services hereunder are being provided under similar conditions. Company shall re-perform and otherwise remedy any work or Services provided by or for Company not

meeting or satisfying this standard of care without additional compensation. Further, Company shall perform all services in accordance with, and Company's work product shall comply with, any applicable law, rule, statute, ordinance, regulation, standard or policy of any federal, state or local governmental entity or agency having jurisdiction over any matter related to this Agreement or the project for which the Services are being provided by the Company. Company shall be wholly and solely responsible for any work or Services provided by any officer, employee, agent, representative, contractor or subcontractor of Company.

Company represents that it is authorized to practice civil engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice civil engineering and professional surveying and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Company agrees and acknowledges that City is entering into this Agreement in reliance on Company's professional abilities with respect to performing the Services set forth herein.

Notwithstanding anything to the contrary in this Agreement, the Company is and shall be construed to be an independent contractor exercising control over its work and services and the manner in which it is performed. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture, a joint enterprise relationship, or to allow the City to exercise discretion or control over the professional manner in which the Company performs the work and Services which are the subject matter of this Agreement; provided always however that the work and Services to be provided by Company shall be provided in a manner consistent with all applicable laws, standards, rules and regulations governing such work and Services. The method and manner in which Company's work and Services hereunder shall be performed shall be determined by Company in its sole discretion.

The officers, employees, agents, and representatives of, and the methods, equipment and facilities used by, the Company shall at all times be under the Company's exclusive direction and control.

## **ARTICLE II**

### **SERVICES**

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the Company in accordance with the City's requirements:

PREPARATION OF STORMWATER DATA INVENTORY AS DESCRIBED  
IN THE SCOPE OF SERVICES ATTACHED HERETO AS **EXHIBIT "A"**.

B. Company shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other work and Services furnished by, for, or on behalf of Company under this Agreement. Company shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other work and Services.

C. Neither City's review, approval or acceptance of, nor payment for any of the Services required or provided under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, or a release of the responsibility and liability of Company, its owners, officers, employees, subcontractors, agents and consultants for the accuracy and competency of the same, and Company shall be and remain liable to City in accordance with applicable law, rule, statute, ordinance, regulation, standard or policy of any federal, state or local governmental entity or agency for all damages to City caused by Company's negligent performance of or willful misconduct in connection with any of the Services or any other services or work furnished by or

on behalf of Company under or in connection with this Agreement, nor shall such review, approval, acceptance, or payment be deemed to be an assumption of or an indemnification for such responsibility or liability by City for any defect, error or omission in the same, and shall not constitute nor be deemed a release of the responsibility and liability of Company, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other Services, documents and work, it being understood that City at all times is relying on Company's skill and knowledge in preparing and providing the Services.

D. The rights and remedies of City and Company under this Agreement are as provided by law.

E. Notwithstanding City's review, approval, or acceptance of, or payment for, any plans, drawings, specifications, or any other work product or Services of Company, Company warrants and represents that such plans, drawings, specifications, and other work product or Services (and including, without limitation, as the same may be amended or supplemented by Company) (i) shall be sufficient and adequate for the project for which the Services are being provided and fit for the purposes for which they are intended, and (ii) shall, to the best of Company's knowledge, information and belief as a civil engineer performing the practice of civil engineering in accordance with the standards, duties, and obligations set forth herein, be free from material error, and shall be satisfactory to City. In accordance with the standard of care set forth herein, Company agrees that if it shall recommend unsuitable materials in connection with the project for which the Services are being provided by the Company or this Agreement or if the design of the project should be defective in any way, Company will assume sole responsibility

for any damages, losses, claims, or expenses to the extent caused by Company's recommendation of unsuitable materials or defective design.

### **ARTICLE III**

#### **PAYMENT**

A. City shall pay Company for all Services authorized in writing and properly performed by Company on the basis herein described, subject to additions or deletions for changes or extras agreed upon in writing, and subject to the City's right to withhold payment pursuant to the terms of this Agreement.

B. Payment will be as stipulated in **Exhibit "B"** attached hereto and incorporated herein. Company shall submit to City monthly invoices for its Services under this Agreement. Each invoice shall be accompanied by such documentation as the City may require to verify the accuracy of the invoice, including an itemized statement of reimbursable costs incurred (if any), and the sum of all prior payments under this Agreement. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any Services or work by the City or as a result of any cancellation or termination of this Agreement.

Any provision hereof to the contrary notwithstanding, City shall not be obligated to make payment to Company hereunder if:

1. Company is in default of any of its obligations under this Agreement or any other documents in connection with the Services or the project (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any work or Services of Company which are not performed in accordance with this Agreement;

3. Company has failed to make payment promptly to subcontractors or consultants or other third parties used by Company in connection with Company's Services or other work hereunder for which the City has made payment to Company; or

4. If City, in its good faith judgment and after consultation with Company, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Company's Services or other work under this Agreement, no additional payments will be due Company hereunder unless and until Company performs a sufficient portion of its Services so that such portion of the compensation remaining unpaid is determined by City to be sufficient to complete the Company's Services or other work.

C. Upon complete performance of this Agreement by Company and final approval and acceptance of Company's Services by City, City will make final payment to Company of the balance due under this Agreement within thirty (30) days of the following month after final payment for such Services has been billed by Company.

D. City may deduct from any amounts due or to become due to Company any sum or sums owing by Company to City. In the event of any breach by Company of any provision or obligation of this Agreement, or in the event of the assertion by other persons or entities of any claim or lien against City, or the City's premises or property, arising out of Company's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Company an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by the Company.

E. Company shall not be entitled to any compensation for any Services or work not actually performed or for any lost profits as a result of any abandonment or suspension of any

Services or other work by the City or as a result of any cancellation or termination of this Agreement.

#### **ARTICLE IV**

##### **TIME FOR PERFORMANCE**

A. Company shall perform all Services and any other work as provided for under this Agreement in a proper, efficient and professional manner. Subject to the terms and provisions of this Agreement, both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the Services through completion of the Scope of Services specified in **Exhibit "A"**.

B. In the event Company's performance of this Agreement is delayed or interfered with by acts of the City or others, Company may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays or interference.

C. No allowance of any extension of time, for any cause whatsoever, shall be claimed by or made to the Company, unless Company shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Company have agreed in writing upon the allowance of additional time to be made.

#### **ARTICLE V**

##### **DOCUMENTS**

A. All instruments of service (including all plans, specifications, drawings, reports, information, designs, documents, computations, computer programs, estimates, surveys, other data or work items, etc., in whatever form or format (whether electronic or otherwise) prepared

by or for Company under or in connection with this Agreement shall be submitted to the City for approval by the City. All instruments of service shall be professionally sealed as may be required by law or by City.

B. All such instruments of service, together with necessary supporting documents, shall be delivered to City, and shall be, belong to, and remain the sole property of the City for the City's exclusive reuse at any time, and the City shall have unlimited rights, for the benefit of City, in all instruments of service, including the right to use same on any other work of City without additional cost to City. The City shall have the right to use such instruments of service for the purpose of completing the project for which the instruments of service were prepared or for such other purposes as the City may deem appropriate; provided, however, that should the City use the same for a purpose not in connection with the project, the City does so at its own risk. Notwithstanding the foregoing City understands and agrees that Company may retain copies of all instruments prepared under this Agreement and also that such instruments contain or may contain information, data, details and processes (hereinafter "Details") that have been developed by Company and are core to the Company's business and operations. Nothing contained herein shall preclude Company from full use of any and all such Details to the Services that are the subject of this Agreement.

C. Company agrees to and does hereby grant and assign to City an intellectual property right (whether copyright or otherwise) in and to all such instruments of service in which Company may have a copyright or other intellectual property interest, and to all designs as to which Company may assert any rights or establish any claim under patent, copyright, or other intellectual property laws (i.e. Company agrees that City may use all information provided in Company's instruments of service and will permit such without a royalty being assessed or

charged against City); provided, however, that as to any such instruments, this grant and assignment shall not restrict or otherwise preclude Company from full use of any of any intellectual property rights in such instruments or Details in its performance of any other work outside of the scope of this Agreement. Company, after completion of the Services and receipt of full and final payment, agrees to furnish the originals of all such instruments of service to the City (or, if this Agreement is canceled or terminated or the project for which the Services are being provided is abandoned prior to such completion, Company shall provide the originals of all such instruments of service (whether finished or unfinished) to the City upon such cancellation or termination or abandonment and the payment of any amounts then due the Company pursuant to this Agreement).

D. All word processing related documents supplied by or on behalf of Company to City as provided herein shall be in Microsoft Word 2003 or compatible with Microsoft Word 2003.

## **ARTICLE VI**

### **TERMINATION**

A. City may suspend or terminate this Agreement at any time and for any reason (or for no reason), in its sole discretion, by giving written notice to the Company. In the event of such suspension or termination by City, Company shall have no recourse against City, except for payment for the Services of Company, in accordance with the terms of this Agreement, reasonably determined by the City to have been properly performed hereunder prior to the suspension or termination and for which Company has not been paid. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

B. Either City or Company may suspend or terminate this Agreement because of a breach of this Agreement by the other party, such suspension or termination to be effective ten (10) days after receipt by the breaching party of a written notice specifying such breach, unless the breaching party corrects such breach or presents a mutually agreeable plan to cure such breach within such time. In the event of such suspension or termination, payment to the Company, in accordance with the terms of this Agreement, will be made on the basis of Services reasonably determined by City to be satisfactorily performed prior to the date of suspension or termination. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

In the event of such termination, City may proceed to complete the Services in any manner deemed proper by City, either by the use of its own forces or by resubmitting to others.

In the event of such termination, City may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Company.

C. Should the City require a modification of this Agreement, and in the event City and Company fail to agree upon such modification, either City or Company shall have the option in their respective sole discretion of terminating this Agreement. In the event of such termination, payment to Company shall be made by the City in accordance with the terms of this Agreement, for the Services mutually agreed upon by the City and the Company to be properly

performed by the Company prior to such termination date. Such payment will be due upon delivery of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

D. In the event of termination of this Agreement for cause or breach of this Agreement, Company shall promptly deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items, or any other instruments of service, in whatever form or format, prepared by, for, or on behalf of Company in connection with this Agreement, to City.

## **ARTICLE VII**

### **INSURANCE**

A. In connection with this Agreement, Company shall purchase and maintain in a company or companies lawfully authorized to do business in Texas the minimum insurance coverages set forth below:

1. Company shall provide and maintain Workers Compensation at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

2. Company shall provide and maintain in full force and effect during the time of this Agreement, commercial automobile liability insurance (including, but not limited to, insurance covering the operation of owned, non-owned, and hired automobiles, trucks and other vehicles) protecting Company and City as an additional Insured at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3. Company shall provide Commercial General Liability Insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate) and contractual liability. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance.

4. Company shall also provide and maintain Professional Liability coverage at minimum limits of \$2,000,000.00 (annual aggregate) covering claims resulting from negligent engineering errors and omissions. Such insurance shall be kept in effect for at least four (4) years after the completion of the Services and this Agreement. If Company fails to maintain the insurance covered during that time, City may pay the premiums to keep the insurance in effect and recover the cost from the Company. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of this Agreement (or earlier) must be maintained during the full term of this Agreement and for the four year period thereafter.

B. With reference to the foregoing insurance, Company shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

3. A waiver of subrogation in favor of the Town of Addison, Texas shall be contained in each policy required herein.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name The Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Company may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas

9. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to the City simultaneously with the execution of this Agreement, and shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison, Texas,

3. Upon request, Company shall furnish the Town of Addison, Texas with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

D. City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by City.

## **ARTICLE VIII**

### **COMPANY'S INDEMNIFICATION OBLIGATION**

**Company covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all costs, claims, liens, harm, damages, losses, expenses, fees, fines, penalties, proceedings, judgments, actions, demands, causes of action, liability and suits, of any kind and nature whatsoever, made upon any Addison Person, whether directly or indirectly, (collectively, the "Claims"), that arise out of, result from, or relate to an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Company or the Company's agent, consultant under contract, or another entity over which the Company exercises control. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF AN ADDISON PERSON. However when Claims arise out of the co-negligence of an Addison Person and the Company or any Company**

**Persons, Company's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence. Likewise, Company's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence that caused the loss attributable to such negligence.**

**Company shall promptly advise the City in writing of any claim or demand against any Addison Person or Company related to or arising out of Company's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Company's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Company of any of its obligations hereunder. The provisions of any defense, indemnity, and hold harmless obligation set forth in this Agreement shall survive the termination or expiration of this Agreement.**

## **ARTICLE IX**

### **COMPANY INDEMNIFICATION FOR EMPLOYEES**

**Company agrees that it is an independent contractor and not an agent of the City, and that Company is subject, as an employer, to all applicable unemployment compensation statutes, laws, rules, and regulations, so as to relieve City of any responsibility or liability from treating Company's employees as employees of City for the purpose of keeping records, making reports or payments of unemployment compensation taxes or contributions. WITHOUT LIMITING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN**

ARTICLE VIII AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS PROVISION INCLUDED IN THIS AGREEMENT, COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND ALL OTHER ADDISON PERSONS (AS DEFINED IN ARTICLE VIII) FROM AND AGAINST AND REIMBURSE THE SAME FOR ANY CLAIMS, COSTS, LIENS, HARM, DAMAGES, LOSSES, FEES, PROCEEDINGS, ACTIONS, CAUSES OF ACTION, DEMANDS, PENALTIES, FINES, JUDGMENTS, SUITS, EXPENSES OR LIABILITY OF ANY KIND OR NATURE INCURRED UNDER OR RELATED TO SAID STATUTES OR IN CONNECTION WITH EMPLOYEES OF COMPANY.

#### **ARTICLE X**

#### **ASSIGNMENT**

Company shall not and has no power or authority to sell, assign, transfer, or otherwise convey (by any means, including by operation of law or otherwise), or subcontract, this Agreement or any right, duty, obligation or part thereof, without the prior written consent of City. Sale of more than 50% ownership of Company shall be construed as an assignment, transfer, or other conveyance, and any such sale, assignment, transfer, or other conveyance, or subcontract, without the City's prior written consent shall be null and void *ab initio*.

#### **ARTICLE XI**

#### **APPLICABLE LAWS; GOVERNING LAW; VENUE**

Company shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and codes (including, without limitation, building and related codes), including but not limited to the Americans With Disabilities Act and Chapter 469

of the Texas Government Code (relating to elimination of architectural barriers), relating or applicable to the work and Services to be performed under this Agreement.

This Agreement is performable in Dallas County, State of Texas and shall be governed by the laws of the State of Texas; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. Venue on any suit or matter hereunder shall be exclusively in Dallas County, Texas.

## **ARTICLE XII**

### **ADJUSTMENTS IN SERVICES**

No claims for extra services, additional services or changes in the services will be made by Company without a written agreement with City prior to the performance of such services.

## **ARTICLE XIII**

### **EXECUTION BECOMES EFFECTIVE**

This Agreement will be effective upon the last of the representatives of the parties to execute this Agreement, as set forth below.

## **ARTICLE XIV**

### **AGREEMENT AMENDMENTS**

This Agreement contains the entire and integrated understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived

by a written instrument executed by duly authorized representatives of the parties, except as may be otherwise provided therein.

## **ARTICLE XV**

### **GENDER AND NUMBER; HEADINGS**

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

## **ARTICLE XVI**

### **NOTICES AND AUTHORITY**

A. The Company agrees to send all notices required under this Agreement to the City Manager of the Town of Addison at 5300 Belt Line Road, Dallas, Texas 75254.

B. The City agrees to send all notices required under this Agreement to the Company at 1201 North Bowser Road, Richardson, TX 75081-2275.

C. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given when received. From time to time either party may designate another address within the 48 contiguous states of the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

D. The undersigned officers and/or agents of each of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties.

## **ARTICLE XVII**

### **MISCELLANEOUS**

A. No Third Party Benefits. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

B. Rights and Remedies Cumulative; No Waiver; Survival of Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or authority given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

C. Severability. The terms and provisions of this Agreement are severable, and if any term or provision is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable term or provision is not a part hereof, and the remaining

provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable term or provision herein, the parties agree to seek to negotiate the insertion of a term or provision as similar in its terms to such illegal, invalid or unenforceable term or provision as may be possible, with the intent that such added term or provision is legal, valid and enforceable.

D. Release of Information. Company shall not divulge or release any information concerning the project or this Agreement to the public, including any the media representative, without City's prior written consent.

E. Force Majeure. Neither party is liable to the other for any damages for delay in performance caused by acts of God, strikes, lockouts, accidents, fire, casualty, labor trouble, failure of power, governmental authority, riots, insurrections, war, acts or threats of terrorism, or other events or reasons of a like nature which are beyond the control of the party obligated to perform and not avoidable by the diligence of that party ("Event of Force Majeure"); in such event, the party obligated to perform give the other party prompt notice of such delay and the performance of this Agreement shall be excused for the period of such delay. If such an event necessitates a change in the time required for performance of any act or services hereunder, subject to the other terms and provisions of this Agreement, the parties shall make an equitable adjustment of the schedule and price; provided, however, that the party obligated to perform shall continue to promptly perform all of its obligations under this Agreement while the parties are determining the nature and extent of any such adjustments.

F. Authorized Signatories. The undersigned officers and/or agents of the parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, and each party hereby

certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**TOWN OF ADDISON, TEXAS**

**HALFF ASSOCIATES, INC.**

By: \_\_\_\_\_  
Ron Whitehead, City Manager

By: \_\_\_\_\_  
Martin Molloy, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Lea Dunn, City Secretary



June 1, 2011  
AVO 27717 PH02

Ms. Nancy S. Cline, P.E.  
Director of Public Works  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001-9010

Re: Town of Addison Stormwater Master Plan Phase 2 - Stormwater Data Inventory

Dear Ms. Cline:

Half Associates is pleased to submit this proposal for professional services related to a stormwater infrastructure inventory for the Town of Addison. As discussed at our meeting with the City Manager at the Town of Addison on March 23<sup>rd</sup>, 2010, a stormwater inventory for the entire Town will allow the Town to meet some of the requirements of its TPDES stormwater permit. At this time, the first phase of this project has been completed and a stormwater inventory has been performed for the Southeast Addison and White Rock Creek Basins. Additionally, the Upper Dallas North Tollway inventory was completed in 2009-2010 as part of the Upper DNT Stormwater Master Plan.

Based on feedback received from Clay Barnett, PE on April 20<sup>th</sup>, 2011, this proposal includes the scope of work and anticipated fees required to meet the Town's available budget of \$54,000. As previously presented, we have broken the Town into eight (8) drainage basins (as shown in the attached map) and this proposal includes the scope to complete the inventory for the Middle DNT Basin, Airport Basin and North Addison Basin, as well as portions of the Farmers Branch and Rawhide Creek Basins. All work will be billed on an hourly basis not to exceed the pre-determined budget of \$54,000. It is our understanding that all work must be completed before August 31<sup>st</sup>, 2011 in order to meet the City's TPDES stormwater permit deadlines.

If this proposal is acceptable, please so indicate by returning one signed copy at your earliest convenience as approval of scope and notice to proceed. As requested, every effort will be made to complete these basins by August 31<sup>st</sup>, 2011. We look forward to continuing our work with the Town of Addison.

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Noelle Gaspard".

Noelle Gaspard, PE, GISP, CFM  
**Project Manager**



**APPROVED:** *TOWN OF ADDISON*

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Cc:** Clay Barnett, PE  
Addison Town Engineer

Walter Skipwith, PE, D.WRE  
Vice President

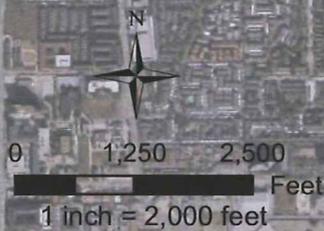
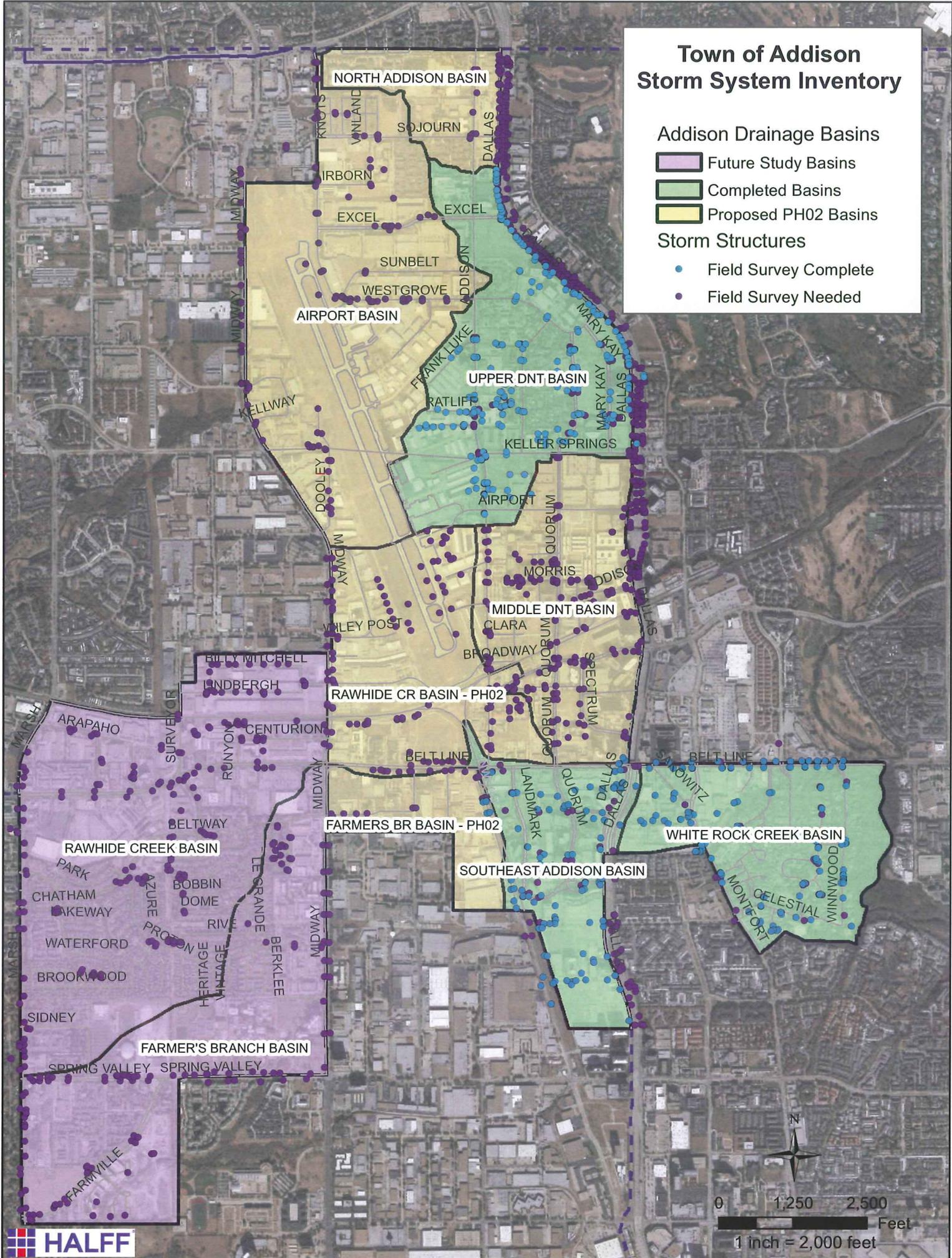
# Town of Addison Storm System Inventory

## Addison Drainage Basins

- Future Study Basins
- Completed Basins
- Proposed PH02 Basins

## Storm Structures

- Field Survey Complete
- Field Survey Needed



## **Council Agenda Item: #R 2e**

### **AGENDA CAPTION:**

Approval of a Supplemental Agreement to the Agreement for Professional Service with Halff Associates, Inc. for Addendum No. 3 in the amount not to exceed \$3,900.00, for additional professional services for Spring Valley Road.

### **FINANCIAL IMPACT:**

Original design contract: \$159,780.00

Addendum No 1: \$28,900.00

Addendum No 2: \$14,400.00

Proposed Addendum No 3: \$3,900

Source of Funds: 2008 Certificates of Obligation

Project Manager: Nancy S. Cline, P.E.

### **BACKGROUND:**

The Agreement for Professional Services for the Spring Valley Road was authorized by the City Council on May 25, 2010 and included design services for the widening of the road, storm drainage facilities, traffic signal construction at the intersection, traffic control, landscape design and construction phase services. Since the design began, staff has executed one amendment for professional services for \$28,900.00 and a second addendum for \$14,400. Since that time, staff asked Halff to submit a proposal to provide additional calculations to accommodate the various grants received by the project.

The project began construction in the fall of 2010 and is scheduled to be completed in time for the opening of the new G.H.W. Bush DISD elementary school on Spring Valley Road.

### **RECOMMENDATION:**

Staff recommends approval.

### **COUNCIL GOALS:**

Conduct the Business of the Town in a Fiscally Responsible

# Manner, Promote Quality Transportation Services

## ATTACHMENTS:

Description:

Type:

No Attachments Available

## **Council Agenda Item: #R 2f**

### **AGENDA CAPTION:**

Approval for a Festival Consulting Agreement with World Affairs Council of Dallas/Fort Worth (WAC) in an amount not to exceed \$37,000.00 for WorldFest 2011, subject to the final review and approval of the City Attorney and City Manager.

### **FINANCIAL IMPACT:**

Proposed Budget Amount: Amount not to exceed \$37,000.

FY '12 budget has not yet been adopted by the City Council; however, the payment amount to WAC will be partially funded out of the current FY '11 budget and partially funded out of the FY '12 budget as follows:

FY '11 Budget: \$15,000 FY '12 Budget: \$22,000

### **BACKGROUND:**

**What is the World Affairs Council:** The World Affairs Council serves as a gateway to the world for our region, providing a wide array of opportunities for the public and its members. The non-profit, nonpartisan organization has presented hundred of speakers in recent years, including *Newsweek International* editor, CNN host and bestselling author Fareed Zakaria, rock star and humanitarian Bono, former President of Mexico Vicente Fox, The New York Times columnist Thomas Friedman, author Walter Isaacson, human rights activist Ayaan Hirsi Ali, as well as journalists, ambassadors, foreign affairs experts and other newsmakers from around the world. The WAC also administers the following programs:

- International Education Initiative, impacts more than 100,000 North Texas students annually
- U.S. Department of State-sponsored International Visitor Program
- City of Dallas Office of Protocol

**WAC Consulting Services for WorldFest 2011:** The attached contract will outline the services WAC will provide and the consulting fee associated with their services. Addison will benefit

from this partnership with WAC in a number of ways but most notably through their credibility in the international community as well as through their connections to many potential participants, programs, and marketing opportunities.

**Budget:** Because WorldFest takes place within the first few weeks of the '11-12 fiscal year, we ask that the Council pre-authorize the expenditure of these funds prior to the formal adoption of the budget so marketing and production efforts to produce a quality event may begin.

**RECOMMENDATION:**

Staff recommends approval.

**COUNCIL GOALS:**

Continue to Attract Visitors

**ATTACHMENTS:**

Description:

[2011 World Affairs Council Consulting Contract](#)

Type:

Cover Memo

STATE OF TEXAS           §  
  §           **FESTIVAL CONSULTING AGREEMENT**  
COUNTY OF DALLAS    §

This Festival Consulting Agreement (“Agreement”) is entered into by and between the Town of Addison, Texas (the “City” or “Addison”) and World Affairs Council of Dallas / Fort Worth (“World Affairs Council”) (the City and World Affairs Council are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. The City desires to conduct an international festival known as the “WorldFest” (sometimes referred to herein as “Worldfest” and the “Festival”) on October 22 and 23, 2011 at that portion of the Addison Arts & Events District sometimes referred to as the Addison Circle Park, which is located at 4970 Addison Circle Road in Addison, Texas during the following hours: Noon – 6:00 p.m. Among other things, WorldFest provides an opportunity to attract tourists to the City and educate the public on the many cultures that make up the North Texas region.
2. World Affairs Council is a non-profit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding and connections through its multifaceted programs. The Council works to enhance the region’s global stature and to prepare North Texans to thrive in our complex world.
3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to facilitate the production of WorldFest, as set forth herein.

**NOW, THEREFORE**, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. **Term.** This Agreement shall be effective on June 15, 2011 (the “Effective Date”) and shall remain in effect through December 31, 2011 (the “Expiration Date”), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with the 2011 WorldFest, World Affairs Council will provide to the City the following non-exclusive services (“Services”):
  - A. Festival programming consulting including but not limited to the following activities:
    - 1) **Participant Identification and Solicitation** – assist with recruitment of one new major cultural partner to host an exhibit (e.g., Morocco, Turkish American Association of North Texas (TURANT), Mexico); work with Addison staff to identify and to recruit participants in the areas of International Marketplace, Cultural Entertainment, Global Food Court, Children’s Workshops, Global Games, Exhibits and Other Activities;

- 2) **Education Outreach** – work with Addison staff to host a series of educational and business forums at various locations and times in Addison; provide assistance with recruiting WorldFest attendance by teachers and students; provide assistance with including WorldFest cultural partners in local schools and arts programs;
- 3) **Volunteer Solicitation** – assistance with securing and supervision of volunteers to help with various elements of the Festival, including but not limited to admission sales, ticket sales, information booth, greeters, gate monitors, stage management, stage hands, operations, vendor load-in/load-out;
- 4) **Marketing, Public Relations, and Sponsorship Support** –
  - (a) work with Addison Staff and their third-party advertising consultant, if any, as determined by Addison (such consultant is currently identified as Krause Advertising, Inc. (whose address is 5307 E. Mockingbird Lane, Suite 250, Dallas, Texas 75206)), to develop marketing materials to promote the Festival, including but not limited to the following materials: print advertising, radio advertising, electronic advertising, posters, fliers, brochures, and other collateral. Also assist with identifying distribution outlets for these materials;
  - (b) work with Addison Staff and their third-party public relations consultant, if any, as determined by Addison (such consultant is currently identified as Shiroma Southwest (whose address is 17311 North Dallas Parkway, Suite 110, Dallas, Texas 75248)) for the purpose of providing advice and recommendations regarding publicity materials to promote the Festival, including but not limited to the following materials: press releases, newsletters, calendar advisories;
  - (c) work with Addison Staff and their third-party sponsorship consultant, if any, as determined by Addison (such consultant is currently identified as PPI Marketing (whose address is 15660 North Dallas Parkway, Suite 1250, Dallas, Texas 75248) (“PPI”)), for the purpose of providing advice and recommendations regarding sponsorship materials to be used to secure cash and in-kind services for the Festival from third-party sponsors (“Third Party Sponsors” and sponsorships from Third-Party Sponsors being “Third Party Sponsorships”). Also assist with identifying potential Third-Party Sponsors; and
  - (d) use World Affairs Council resources (e.g., marketing materials, website, e-newsletters, trade, and other resources) to cross-promote WorldFest;
- 5) **Cross Cultural Guidance** - introduce Addison Staff to members of the diplomatic community such as the Consuls General, community Chambers of Commerce, community organizations and others plus provide advice about international protocol;
- 6) **Consular Corps** - The Council will use its best effort to introduce and engage the Consular Corps in WorldFest as well as other international/businesses activities in the Town of Addison.

**Festival Endorsement** - World Affairs Council shall publicly endorse the Festival by, among other things, including a reference to the Festival prominently on the World Affairs Council website ([www.dfwworld.org](http://www.dfwworld.org)).

**Performance Reports** – World Affairs Council shall provide to the City, not later than the 25th day following the end of each calendar year quarter (or portion thereof, as applicable) while this Agreement is in effect, a report (“Performance Report”) regarding the work and activities of World Affairs Council for the calendar year quarter immediately prior to the date the report is provided, including, without limitation, (i) all marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) a report regarding the activities of World Affairs Council as to all other of the above and foregoing Services. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may reasonably request. Upon the expiration or earlier termination of this Agreement, World Affairs Council shall provide such report to the City not later than the 25th day following the Expiration Date or the date of termination, as applicable, and the obligation to provide such report shall survive the expiration or earlier termination of this Agreement.

Notwithstanding the Performance Report requirement set forth in the immediately preceding paragraph to be provided each calendar year quarter, World Affairs Council shall provide to the City a Performance Report for the period of time beginning October 1, 2011 and ending October 31, 2011 (the “October Performance Report”). The October Performance Report shall be provided to the City not later than November 10, 2011.

- B. In connection with the Services, World Affairs Council warrants and represents to the City that:
- 1) World Affairs Council has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;
  - 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;
  - 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations;
  - 4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this

Agreement have been authorized and approved by all action required on the part of World Affairs Council; and

5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to World Affairs Council.

C. All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Director of Special Events (the "Director"). Any and all promotional or other materials regarding the Festival which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Director for the Director's review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any entertainers, activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Director regarding such solicitation; however, the parties hereto recognize that World Affairs Council may not be able in all instances to obtain the pre-approval of the Director prior to a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the Festival is for entertainment purposes only, is a family oriented and family-friendly, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

**3. Compensation.** For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

The City will pay World Affairs Council Thirty Five Thousand and No/100 Dollars (\$35,000.00), to be paid in three installments as follows: (1) the first installment ("first installment") of \$7,500.00 shall be paid upon the Effective Date, (2) the second installment (the "second installment") of \$7,500.00 shall be paid by August 31, 2011, and (3) the third installment (the "third installment") of \$20,000.00 shall be paid upon (i) the completion of the Festival, and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of the October Performance Report and all performance reports to be provided prior thereto, in form and content reasonably acceptable to the City

(upon the satisfaction of the said (i) and (ii), payment of the third installment shall be by no later than November 30, 2011).

**4. Termination.**

- A. Without cause. Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.
- B. With cause.
- (i) If (a) World Affairs Council fails to perform any of World Affairs Council's duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council's obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if World Affairs Council, World Affairs Council's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.
  - (ii) Notwithstanding the foregoing subparagraph B.(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.
  - (iii) If the City's termination of World Affairs Council for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above.
- C. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

D. If this Agreement is terminated in June, 2011, World Affairs Council shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in July 2011, World Affairs Council shall promptly reimburse to the City the sum of \$5,000.00; (ii) in August, 2011, World Affairs Council shall promptly reimburse to the City the sum of \$2,500.00 (unless the termination is in August 2011 and on or after the date that the City pays the second installment, in which case World Affairs Council shall promptly reimburse to the City the sum of \$10,000.00; (iii) in September, 2011, World Affairs Council shall promptly reimburse to the City the sum of \$5,000.00; (iv) in October, 2011 and prior to the commencement of the Festival on October 22, 2011, World Affairs Council shall promptly reimburse to the City the sum of \$2,500.00. Following such termination, World Affairs Council shall be entitled to no further payment or compensation hereunder. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

If this Agreement is terminated after the commencement of the Festival on October 22, 2011, World Affairs Council shall be entitled to payment of a ratable portion of the third installment for Services properly performed hereunder, as reasonably determined by the City.

5. **Relationship of Parties.** World Affairs Council is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.

6. **Insurance.** At all times in connection with this Agreement, World Affairs Council shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

a.	Commercial General Liability:	\$1,000,000.00
b.	General Aggregate	\$1,000,000.00
c.	Product/Completed Operations Aggregate	\$1,000,000.00
d.	Personal & Adv. Injury	\$1,000,000.00
e.	Per Occurrence	\$1,000,000.00
f.	Medical Coverage	\$ 5,000.00 (any one person)
g.	Liquor Liability Endorsement	\$1,000,000.00 (if selling beer and/or wine)
h.	Fire Liability (any one fire)	\$ 50,000.00
i.	Statutory Limits of Workers Compensation Insurance	

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the Town of Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of the Town of Addison, (iii) endorsed to read as primary coverage

regardless of the application of other insurance, (iv) contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, and (v) include coverage for the period of time including the Festival days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the Town of Addison as an additional insured, and shall specifically set forth the notice of cancellation and termination provisions to the Town of Addison. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to the Town of Addison. Coverage for Products/ Completed Operations must be maintained at least two (2) years after this Agreement is terminated in its entirety, including any renewal thereof or extensions thereto.

The City agrees to pay one-half of the premium cost of such insurance, up to but not exceeding \$2,000.00 for all such insurance.

7. **Records.** World Affairs Council shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.
  
8. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:  
Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254-7606  
Attn: Chris Terry

To World Affairs Council:  
World Affairs Council  
325 N. St. Paul Street, Suite 2200  
Dallas, TX 75201  
Attn: Jim Falk

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice,

or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by World Affairs Council without the prior written approval of the City.
10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
11. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.
12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void ab initio.
13. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
14. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
15. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. **Force Majeure.** In the event either the City or World Affairs Council shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.
17. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. **Incorporation of Recitals.** The above and foregoing Recitals to this Contract are true and correct and are incorporated herein and made a part hereof for all purposes.
19. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
20. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.
21. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

**SIGNED** by each of the respective parties on the date set forth below.

**TOWN OF ADDISON, TEXAS**

**WORLD AFFAIRS COUNCIL OF  
DALLAS FORT WORTH**

By: \_\_\_\_\_  
Chris Terry, Assistant City Manager

By: \_\_\_\_\_  
James N. Falk, President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Council Agenda Item: #R4

### **AGENDA CAPTION:**

Presentations by Non-Profit Organizations requesting funding for Fiscal Year 2012: Contact Crisis Line, The Family Place, Dance Council of North Texas, Communities in Schools - Dallas, Richardson Symphony Orchestra, Metrocrest Social Services, UBL Texas Wranglers, Second Thought Theatre, Launchability, Senior Adult Services, Water Tower Theatre, Metrocrest Chamber of Commerce, and Metrocrest Family Medical.

### **FINANCIAL IMPACT:**

The Town of Addison appropriated approximately \$564,000 in contractual services for the current Fiscal Year. Funding is sourced based upon the function of the organization. Funds are drawn from the Hotel Fund for performing arts organizations, and the General Fund for community service organizations.

### **BACKGROUND:**

Every year, Council is afforded the opportunity to contract with several local non-profit organizations for the provision of certain social services. These services have ranged from traditional community assistance programs to the performing and visual arts. Each organization makes a presentation before council, explaining the services they provide and requesting a certain amount of funding for the coming year.

These requests have traditionally been weighed by as part of the annual budget process. Merits of each organization and funding levels are discussed throughout the summer and ultimately set by the City Council in the final budget, which is approved in September.

### **RECOMMENDATION:**

NA

### **COUNCIL GOALS:**

N/A

### **ATTACHMENTS:**

Description:

[2012 Applications](#)

Type:

Backup Material



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: CONTACT Crisis Line Tax ID Number: 75-1285960  
Executive Director Name: Benaye Y. Rogers Email: brogers@contactcrisisline.org  
Address: P.O. Box 800742 City: Dallas, TX Zip: 75380-0742  
Telephone: 972-233-0866 Fax: 972-233-2427  
Web Site: www.contactcrisisline.org  
Grant Contact Name: Carol Crowley Casmus Title: Grants & Development Associate  
Email: ccasmus@contactcrisisline.org Telephone: 972-233-0866

Program title: Crisis Help Line Program date(s): Ongoing  
Grant request for 2011-2012: \$ 10,000  
Previous grants requested: 2010-11: \$ 25,000 2009-10: \$ 5,000 2008-09: \$ \_\_\_\_\_  
Previous grants/received: 2010-11: \$ 5,000 2009-10: \$ 5,000 2008-09: \$ \_\_\_\_\_  
Number of paid staff: 11 Number of volunteers: 120+  
Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

**Our Mission:**

Every day we serve people from teens to seniors, facing daily life challenges. Through 24-hour free confidential listening, comfort, and a connection to resources, education, and emergency assistance, we give people the ability to take back control of their lives.

**Our Background:**

In 1967, Rev. John Brand of Dallas designed a telephone help line program based on the Life Line Program in Australia. The name "CONTACT" was chosen, and the first training class began. On March 27, 1967, CONTACT Dallas became the first center in the United States and the model agency for a nationwide network of crisis intervention lines known as CONTACT USA. For 44 years, volunteers have been available by telephone to callers 24 hours a day. A member of the American Association of Suicidology, and certified and accredited by CONTACT USA, CONTACT answers approximately 40,000 calls per year and provides resources and referrals to thousands of persons in the Dallas area.

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

### CONTACT Programs and Services:

CONTACT's services are divided into three core agency programs:

- Crisis Help Line Services: From our Susan and Ben Odom Call Center, more than **120** specially trained volunteer Specialists support callers 24/7 with crisis prevention and intervention services, as well as referrals to other community agencies if further assistance is needed. Adult Help Lines: 972-233-2233 Spanish-language lines: 972-233-2428
- CONTACTPlus (*formerly Emergency Aid Program, EAP*) provides:
  - ❖ Free transportation for individuals in a potentially life-threatening situation to a safe place or an emergency unit at a hospital;
  - ❖ Essential prescription funding for life-sustaining medications.
  - ❖ Follow-up service for at-risk callers for suicide
- Teen CONTACT: Provides telephone crisis prevention services and training presentations. Also distributes valuable resource information on teen-related issues to school counselors, youth groups and parents and teens in both English and Spanish. Teen Help Line Number: 972.233.8336
  - ❖ *This outreach program actually takes services out of the call center and into classrooms, youth centers and churches, providing large and small group presentations in both English and Spanish*

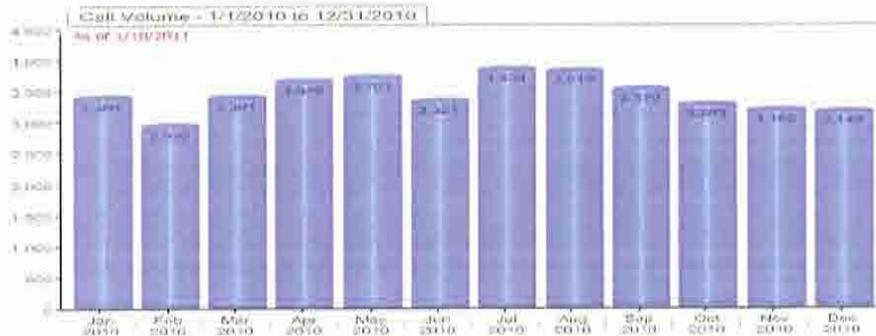
### PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.

The 24/7 ***Crisis Help Line*** in our Susan and Ben Odom Call Center continues to be *the Heart of CONTACT*. From this program, all of our other services were derived and are supported. The phone lines are staffed by more than 120 compassionate volunteers who have each completed a certified 40-hour training course, which is supplemented with continuing education and re-certification courses throughout the year.

With more than 22% of American adults suffering from a diagnosable mental disorder, often further complicated by loneliness, or recent traumas such as job loss, divorce or death of a loved one, the need for 24-hour crisis intervention is critical.

CONTACT receives approximately 115 calls per day from individuals in varying degrees of emotional distress. More than 130 per month are suicide related. We don't just listen. Options are discussed and callers are provided with supportive resource information from our listings of more than 6,000 agencies, hospitals, churches, shelters, transportation services, and legal and mental health professionals in an eight-county area, to ensure that they know how and where to receive continued assistance. Our partnership with Dallas 2-1-1 Infoline insures that our information and referral program is one of the most comprehensive in the Greater Dallas Area.

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION



Because of the unique and comprehensive nature of the program, Parkland Hospital has partnered with CONTACT to roll-over after-hour calls from their Rape Crisis Line. In addition, CONTACT was selected to participate in the 1-800-SUICIDE Hope Line and the National Suicide Prevention Lifeline (NSPL), accepting calls nationally as well as in our local area. CONTACT also works closely with the Family Violence Unit of the Dallas Police Department and is listed as a resource on their website.

### Current Strains on Available Mental Health Resources

The Texas mental health system of care is increasingly being challenged by the need for greater effectiveness and accessibility in serving a growing diverse population, with increasingly limited resources. As the Texas State Legislature prepares the budget for the 2012 – 2013 biennium, they are facing a sizable budget deficit. Current estimates place the upcoming deficit somewhere from \$15 - \$27 Billion. It is highly anticipated that further programmatic cuts will result from the Legislature's actions to balance the budget. Health and Human Services are likely to be cut by nearly 25 percent with Government Services cut by almost as much. Regardless of specific cuts, the effects on capacity and accessibility will be system wide. Increasing strains and decreasing resources of the local continuum of care around mental health services is also making options for quality care less accessible.

In 2010, The Substance Abuse & Mental Health Services Administration (SAMHSA) selected **CONTACT** as one of 12 agencies nationwide with which to partner in implementing Follow-up services for callers at high risk for suicide. Such follow-up is considered a best practice by National Suicide Prevention Lifeline (NSPL), based on research that shows a large number of suicidal callers experience some recurrence of suicidal ideation within a short period after the initial call. At the same time, few of these callers pursue the referrals they receive on the initial call. *They need more than one call, but less than an ambulance.* A recent study funded by SAMHSA found that this reoccurrence was true with approximately 40% of suicidal callers, when not offered follow-up. They determined that this does not indicate a failure of the crisis call but simply that it is unrealistic to expect one single call to significantly impact an issue built over time.

Callers to CONTACT benefit from consistent access to trained volunteer specialists who can assess their need, provide listening support, assist with developing an action and safety plan, refer to local resources and engage emergency response as appropriate. Callers also benefit from access to knowledgeable staff who can provide follow-up to ensure continued safety and progress in connecting with care service options. This will reduce the need for emergency response or hospitalization for an increasingly underserved priority population of focus that is finding care less accessible.



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 1,000,489	\$ 1,208,550
Total Operating Expenses:	\$ 977,990	\$ 1,200,824

What percentage of the organization's annual revenues does this grant request represent? 0.8%

Please quantify the number of residents your agency provided services for:

In the current year: N/A Next year: N/A

Because of the promise of confidentiality and anonymity to our clients, we do not track or even inquire about the origin of the call unless faced with an emergency of life-threatening situation. For this reason, we are unable to maintain records of the number of individuals who are helped specifically from Addison. Our services are provided to all callers throughout the greater Dallas area.

### Were the services that you provided in Addison successful? How can your efforts be evaluated?

The success of our program is determined in the following ways:

- The number of calls is tracked and evaluated on the Spanish help lines, the teen lines and the adult lines through our iCarol software. These reports are reviewed regularly by the Director of Volunteer Services, the Senior Programs Director and the President to determine areas of improvement.
- Regular communication is maintained with partner agencies to ensure the flow of feedback information.
- Calls are randomly monitored to ensure that our proven crisis intervention model is being employed and that other resources are being offered appropriately.
- For each call, data is collected and stored within a secured network through CONTACT's iCarol software. Crisis Line Specialists collect all data required within a unique call record, including particulars on the caller, presenting need, suicide risk assessment, referrals made, other actions taken by volunteer, follow-up consent and instructions for follow-up. All future follow-up concerning a unique client, whether it be resulting from an outbound call from client, inbound call from client or follow-up with responding provider, will be linked to original record, thereby creating a centralized case archive for that client. In this way, we can determine the need for further follow-up and whether or not the caller is following through on the initial plan. This client and data management structure allows for efficient reporting and management of individual cases and aggregate performance.

### Describe the impact of services if only partial funding is made available:

Continued partnership with the Town of Addison will ensure our callers dealing with the impact of life's challenges will be provided a listening ear, information and referrals, intervention, and transportation or prescription assistance, when needed. Our Crisis Help Line is an ongoing program that has been operating for 44 years. If partial funding was made available, we would certainly proceed with the program and continue to seek additional sources of revenue. CONTACT has a

**Completed applications must be received by Tuesday, May 31, 2011.**

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

committed Board of Directors who work year-round to secure funding for all CONTACT services provided to the Greater Dallas area. In addition to these vested volunteers, the CONTACT staff has created partnerships with various high-level donors, corporations and community organizations that believe in the CONTACT mission and work to ensure it continues for years to come.

**Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?**  Yes  No If yes, please explain:

**If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?**

Joe Chow and Kimberly Lay currently serve on the CONTACT Board of Directors. Kimberly was previously Chairman of the Board.

**I certify that the above information is correct and true to the best of my knowledge.**

Benaye Y. Rogers, President 05/10/2011  
Name and Title (please print) Date

*Benaye Rogers* 5/10/11  
Signature

Attachments:

- Attachment A: Grant Contributions, Past Twelve months
- Attachment B: 2011 Budget & Allocations (2012 Budget not yet available)
- Attachment C: Most recent audited financial statements
- Attachment D: Documentation of 501(c)(3) tax exempt status
- Attachment E: 2011 Board of Directors
- Attachment F: Annual Report



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: The Family Place Tax ID Number: 75-1590896

Executive Director Name: Paige Flink Email: phfink@familyplace.org

Address: P.O. Box 7999 City: Dallas Zip: 75209

Telephone: 214-559-2170 Fax: 214-443-7797

Web Site: www.familyplace.org

Grant Contact Name: Karen Miller Title: Funding & Compliance Manager

Email: kmmiller@familyplace.org Telephone: 214-443-7718

Program title: Metrocrest Outreach Program Program date(s): Ongoing

Grant request for 2011-2012: \$ 10,000

Previous grants requested: 2010-11: \$ 10,000 2009-10: \$ 10,000 2008-09: \$ 10,000

Previous grants/received: 2010-11: \$ 10,000 2009-10: \$ 10,000 2008-09: \$ 5,000

(Agency) Number of paid staff: 123 Number of volunteers: 115

(Program) Number of paid staff: 12 Number of volunteers: 10

Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

The Family Place opened one of the first family violence shelters in Texas in 1978. Our mission is to eliminate family violence through intervention and proactive prevention, extensive community education, advocacy and assistance for victims and their families. Over 33 years, our constant progression toward comprehensive services shows we strive to fully support women, children and men on their path from fear to safety while addressing the overall health of victims, the educational needs of children, and the job skills and earning ability of adults.

In its 33-year history, The Family Place has counseled more than 175,000 clients, provided lifesaving shelter to more than 18,000 women, children and men, and answered more than 450,000 calls for help. The Family Place has helped more than 15,000 batterers learn how to change their abusive behavior and reaches approximately 8,000 students each year through its youth education programs. All of the client services at The Family Place are available in Spanish and English.

The Family Place is the largest family violence service provider in Dallas, Collin and Denton counties and offers the most comprehensive services. Our state-of-the-art Safe Campus is the only program providing emergency shelter, transitional housing, licensed daycare, a K-2 school, medical and dental care and a vast array of supportive services under one roof. Since our shelter has family rooms with private baths, we are the only shelter that can accommodate families with teenage boys. Our highly experienced and professional staff members are experts in their fields and fill numerous local, regional, statewide and national leadership positions. Our program for batterers is one of only two accredited programs in Dallas

**Completed applications must be received by Tuesday, May 31, 2011.**



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

County. In 2009 we were selected to administer the Homelessness Prevention and Rapid Re-Housing rental assistance program in Dallas.

We provide leadership to a variety of community stakeholders including the Family Violence Prevention Council, Domestic Violence Awareness Coalition, the Metro Dallas Homeless Alliance, Crime Victims Council of Dallas County, Dallas County Sexual Assault Coalition, and Child Abuse Prevention Coalition.

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

Adult group counseling is provided in English and in Spanish and covers a variety of topics to assist the clients in:

- Getting information and education about domestic violence
- Building confidence and self-esteem
- Learning to build a support system and how to utilize the system effectively
- Learning to break the isolation that has occurred due to the violent relationship
- Setting and achieving goals

Counselors also assist clients in setting housing and employment goals. We are able to provide referrals for long-term counseling as needed. Every woman who receives services in the Metrocrest Outreach Program can receive counseling for her children including individual counseling, play therapy and group counseling. The Family Place's services for child victims of family violence are designed to increase the physical and emotional safety of children by providing a variety of counseling services individually adapted to meet each child's needs.

Children who witness domestic violence are at risk because both their physical and emotional safety is at risk. Growing up witnessing violence:

- Threatens a child's normal development
- Teaches a child that the world is not a safe place and adults cannot be trusted to keep them safe and secure
- Can lead to the development of high levels of anxiety, which can take the form of sleep disturbances, developmental delays and eating disorders
- Often produces a child who lacks skills for social competency, impulse control and anger management
- Puts a child at a higher risk to become involved with gangs, substance abuse, truancy, criminal activity and teen pregnancy

Physical and emotional safety is necessary not only for survival, but also for children to learn social skills and educational skills. Providing opportunities for children to have a safe space in a counseling setting provides them with an opportunity to acquire much needed social skills and emotional repair from the violence they have witnessed.

Services include:

- Therapeutic Activity Groups—occur while a parent is attending a domestic violence support group. These groups focus on helping the children learn appropriate social skills, express feelings associated with experiencing domestic violence, and provide education on abuse as well as safety planning.
- Individual Counseling/Play Therapy—offered to children and adolescents in order to help alleviate the effects of witnessing violence. Play therapy is offered to children younger than 10 because play is a natural method of expression for them. Older children and adolescents use activities and conventional "talk therapies" to help them with the same issues.

**Completed applications must be received by Tuesday, May 31, 2011.**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

- Safety Planning—children involved in the program are provided with frequent opportunities to create an individualized safety plan both in individual, group, and family settings.
- Parent Education—involves educating parents on behaviors typical of children who witness violence, coping with difficult behaviors, and non-violent parenting methods. Parenting services are offered on an individual and/or group basis.
- Child Advocacy—in court, school, or other settings are offered for children who may be involved in a custody battle, needed as witness in court, or who may be having difficulty in school/daycare due to a situational crisis.

Metrocrest clients have access to the comprehensive resources of The Family Place, which include both life-saving emergency shelter and life-changing transitional housing. We also provide clothing and household items for families in need, vouchers for food at Thanksgiving and Christmas presents each year.

Our Be Project—bullying, teen dating violence and family violence education and prevention program—are based in the Metrocrest Outreach Program office. These programs teach a powerful message of prevention and reach out to thousands of young students every year. If we can reach children and youth early, before perceptions of violence are firmly formed, we can help prevent their victimization and the continuation of violence from one generation to the next.

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 7,332,781	\$ 8,134,541
Total Operating Expenses:	\$ 7,872,464	\$ 8,134,541

What percentage of the organization's annual revenues does this grant request represent? Less than 1%

Please quantify the number of residents your agency provided services for:

In the current year: 13,000 in all programs      Next year: 14,000 in all programs

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes. In 2010 the Addison Police Department reported 159 cases of family violence. This number includes assaults, aggravated assaults and injury to a child. Providing these intervention and prevention services in your community for those who live and work there increases both personal and public safety in your community. In 2010 the program served 192 women and 131 children as well as 372 children and youth through our Be Project violence prevention education program. Specifically in Addison, we served the following residents of 75001 in all programs:

- Metrocrest: 9
- Metrocrest Latino: 7
- Be Project: 12
- Battering Intervention and Prevention Program: 6
- Emergency Shelter: 3
- Incest Recovery Program: 1
- Latino Program: 6

**Completed applications must be received by Tuesday, May 31, 2011.**





## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

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Name of organization: Dance Council, Inc. Tax ID Number: 23-7367007  
Executive Director Name: Pam Deslorieux Email: director@thedanccouncil.org  
Address: 3630 Harry Hines Blvd City: Dallas Zip: 75219  
Telephone: 214-219-2290 Fax: 214-219-2289  
Web Site: www.thedancecouncil.org  
Grant Contact Name: Pam Deslorieux Title: Executive Director  
Email: director@thedancecouncil.org Telephone: 214-219-2290 (w), 214-564-5657 (m)

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Program title: Taste Dance: Addison Style! 2012 Program date(s): July 29, 2012  
Grant request for 2011-2012: \$ 7,200  
Previous grants requested: 2010-11: \$ 7,200 2009-10: \$ 7,200 2008-09: \$ 7,000  
Previous grants/received: 2010-11: \$ 7,200 2009-10: \$ 7,200 2008-09: \$ 7,000  
Number of paid staff: 2 Number of volunteers: 35  
Tax Exempt:  Yes  No

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**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

The Dance Council of North Texas (DCNT) is a service organization which supports and promotes all forms of dance in North Texas. Our primary goal is to increase accessibility and exposure to dance for the entire North Texas community. Our objectives are to expand and pique interest in dance, build greater support and audiences for dance, enhance communication among dance companies, schools and the public, and foster participation in dance for people of all ages and abilities. We act as central information, education, advocacy, and networking agency through our quarterly publication, *Dance North Texas* distributed to 11,000 people; our weekly email dance newsletter, *Centerstage*, to 2,300 people; our award winning website, [www.thedancecouncil.org](http://www.thedancecouncil.org); scholarships totaling over \$32,000 to 40 promising young dancers; and through master classes, and festivals. *Taste Dance: Addison Style* is one of several annual programs, designed to expand awareness and participation in a variety of dance styles and to provide valuable performance opportunities for dance companies, all free to the public in 2011.

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

*Taste Dance: Addison Style! 2012* will entertain and educate the public by presenting a variety of dance styles and encouraging audience participation. The Dance Council of North Texas and the Town of Addison have enjoyed a ten year partnership in presenting this summertime dance event. Audiences are introduced to a wide variety of dance styles ranging from African to Ballroom, American Indian and Ballet. The current format is a Sunday afternoon festival featuring four companies at the Addison Conference Center. We are pleased to present this event in your Summer Art and Cultural Festival and plan to hold the event on July 29 or August 5, 2012. We anticipate an enthusiastic and engaged audience due to the format, professionalism and diversity of this event.

**Completed applications must be received by Tuesday, May 31, 2011.**

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 162,000	\$ 163,000
Total Operating Expenses:	\$ 162,000	\$ 163,000

What percentage of the organization's annual revenues does this grant request represent? 4%

Please quantify the number of Addison residents your agency provided services for:

In the current year: 300 -2,000 Next year: 300-2,000

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes. The entire program was enthusiastically received and the audience participation is always very high. We received compliments and praise from participating artists and audience members. Appreciation was expressed by many to the town of Addison for funding this event and it is always looked forward to with anticipation for next year.

Describe the impact of services if only partial funding is made available:

If partial funding is received, we would probably have to reduce the scope of the event with fewer dance companies involved which would impact the purpose. We would also have to reduce the publicity we are able to give the event with advertizing, post cards, flyer, etc.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain: The Town of Addison distributes a flyer marketing the Taste Dance Addison Style event inside the July Utility Bill. DCNT designs an insert specifically for that purpose. In 2010 the Addison assisted with the marketing and stage rental for the event. DCNT provided in-kind Salsa dance performance and lessons at Taste Addison in May 2010 on the Bowl Stage.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her apprised of activities within your organization?

Bianca Noble has been our liaison for the past two years. DCNT emails the Center Stage e-newsletter and mails copies of the quarterly DANCE North Texas publication to Bianca and the Town of Addison, as well as mailing all marketing & promotional materials to events. Invitations are also sent and all our free events are open to the public where everyone is always welcome to participate. Bianca is also invited to our board of directors meetings the second Sunday of each month.

**I certify that the above information is correct and true to the best of my knowledge.**

Pam Deslorieux, Executive Director 5/18/11  
Name and Title (please print) Date

  
Signature

**Completed applications must be received by Tuesday, May 31, 2011.**



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: Communities In Schools Dallas Region, Inc. (CISDR)  
Tax ID Number: 75-2044117

President & CEO Name: Sandra G. Chavarria Email: sandyc@cisdallas.org

Address: 8700 S. Stemmons Freeway, Ste 125 City: Dallas, TX Zip: 76012

Telephone: 214-827-0955, 227 Fax: 214-827-2230

Web Site: www.cisdallas.org

Grant Contact Name: Betsy A. Holland Title: Director of Grants

Email: betsya@cisdallas.org Telephone: 214-827-0955, 234

Program title: Communities In Schools at Central and Blair Elementary

Program date(s): September 1, 2011 to August 31, 2012

Grant request for 2011-2012: \$ 45,000

Previous grants requested: 2010-11: \$ 40,000 2009-10: \$ 40,000 2008-09: \$ 40,000

Previous grants/received: 2010-11: \$ 40,000 2009-10: \$ 40,000 2008-09: \$ 40,000

Number of paid staff: 140 Number of volunteers: 850

Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION:** Provide a brief description of your organization, including a summary of mission statement and/or objectives. **CISDR helps students at risk of failure stay in school, achieve academically and graduate to become productive and contributing members of our communities.** CIS is built on a framework of five basic principles: 1) a one-on-one relationship with a caring adult; 2) a safe place to learn and grow; 3) a healthy start in life; 4) the support needed to become college ready; and 5) a chance to give back to peers and the community.

The central means by which CISDR impacts the lives of children, youth, and their families is through the "CIS case management model"—a comprehensive asset-based approach focused on strengthening youth by incorporating the CIS six components of service: Academic support, supportive guidance, health & human services, parental involvement, enrichment and college & career readiness. CISDR uses community-based integrated student services—interventions that improve student achievement by connecting community resources with both the academic and social service needs of students. Through the efforts of the CISDR campus professional, student needs are assessed, and connections are made between students and targeted community resources.

CISDR's six components of program service positively affect the physical and emotional wellness of the child, and are designed to meet the following specific program **objectives**:

1. Increase attendance rates, behavior and/or academics- 85% of case managed students will show significant improvement in attendance, behavior and/or academics.
2. Reduce overall dropout rates-95% of case managed students will stay in school.

**Completed applications must be received by Tuesday, May 31, 2011.**

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

3. Increase promotion rate- 90% of case managed students will be promoted to the next grade.

**PROGRAM DESCRIPTION:** Provide a brief description of the program you are requesting funds for.

CISDR is requesting your support to help place our proven model of integrated individualized program services on the on the campuses of Central and Blair Elementary Schools to serve 200 students who reside in the Town of Addison. This funding will enable CISDR to place 2 FTEs (CISDR professionals on the campus of Blair/Montgomery and 1 FTE (Campus Manager on Central Elementary School's campus.

Services provided and/or coordinated by CISDR, commonly include both academic and non-academic interventions, such as: tutoring, behavioral intervention, family engagement, social services, community service activities, college and career readiness and life skills development. CISDR's six components of service include:

1. Academic support: providing support in all educational areas as needed to encourage student achievement and success in their academic endeavors. In addition to CISDR staff, a committed community volunteer force is teamed up with students and provides assistance with tutoring, homework, reading and TAKS preparation.
2. Supportive guidance: one-on-one and/or small group services that address students' individualized needs. Areas of focus may include attendance, attitude, behavior, mentoring, peer mediation and violence prevention.
3. Health & human services: services that promote the increase of health and hygiene, healthy lifestyle, and coordinate the delivery of support services such as medical or dental care, school supplies and clothing.
4. Parental & family support: services and activities to increase the participation of parents in their students' education experience. Activities may include home visits, individual consultation/support, parenting classes, college information nights, and parent appreciation events.
5. Cultural enrichment: services that provide positive social, cultural, recreational and interpersonal experiences to broaden and expand students' life understanding. Activities may include after school clubs, computer camps, field trips, multi-cultural programs, and social skills training.
6. College & career readiness: services planned and conducted to promote college and career awareness, job readiness skills, and preparation for post-secondary education and/or the workforce. Activities may include career fairs and college awareness events/activities.

The success of the CIS model lies in the implementation of a precise set of strategies designed to provide the most appropriate and effective prevention and early intervention services to schools and communities. The model assumes integration of school and community resources in a coordinated manner. The CIS/CISDR model includes:

- The presence of a CISDR school-based, on-site coordinator.
- A comprehensive school- and student-level needs assessment.
- Community asset assessment and identification of potential partners.
- Annual plans for school-level prevention and individual intervention strategies.
- Appropriate combinations of widely accessible prevention services and resources for the entire school population, coupled with coordinated, targeted and sustained intervention services and resources for individual students with significant risk factors.
- Data collection, monitoring and adjusting services offered to individual students and/or the entire school population.



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

CISDR's integrated case management model follows this flow:

1. Recommendation-student is recommended to CISDR.
2. Parental Consent-is obtained for working with the student.
3. Student registration-student/family profile information is captured.
4. Assessment/reassessment-student/family issues identified for service delivery.
5. Service plan development-plan (individualized) is developed.
6. Service delivery-provided through CISDR and other community resources
7. Monitoring-on-going monitoring of the student's progress
8. Progress-determinations are made as to the level of attainment.
9. Closeout-student files are completed and closed out at the end of the school year.
10. Outcomes-final assessments are completed to determine outcomes.

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 5,456,809	\$ 5,875,847
Total Operating Expenses:	\$ 5,484,060	\$ 5,780,818

What percentage of the organization's annual revenues does this grant request represent? 0.7%

Please quantify the number of residents your agency provided services for:

In the current year (4/30/11): 562 Next year: 550

To date (4/30/11), CISDR has individually case managed 386 students in these two schools, of which **252 reside in the Town of Addison**. CISDR has also provided services to 478 family members (**310 in the Town of Addison**), which included home visits, agency referrals and volunteer coordination.

Some of the current CISDR program activities at Janie Stark:

- CIS actively helped recruit families in need for the Webb Chapel Church of Christ "Give Away Day."
- CIS educated Kindergarteners about honesty.
- CIS helped with TAKS testing.
- CIS encouraged 3rd grade girls by empowering them to embrace their uniqueness and to find healthy, strong role-models.
- CIS educated a group of 1st and 2nd grade boys on negative thinking, coping skills, and listening skills.

Some of the current CISDR program activities at Blair:

- CIS continued to provide small tutoring and mentoring groups
- CIS continued to offer Homework Club
- CIS' Young Executives worked together to open the CIS Banking Store in April
- CIS' Green Team celebrated Earth Day by making arts and crafts projects from recycled items and demonstrated community service by giving them to teachers and staff.

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes, the final outcomes will be available for the 2010-2011 school year after September 2011. However, in 2009-2010, CISDR case managed 394 at-risk students at Janie Stark and Blair/Montgomery, of which

**Completed applications must be received by Tuesday, May 31, 2011.**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

197 resided in the Town of Addison: 100% stayed in school and were promoted to the next grade, 98% improved in behavior and/or attendance, and 94% improved in academics. An additional 267 Addison students received small group or one-time services and Addison family members/parents also received assistance.

Evaluation: CISDR collects data on case managed students indicating program effectiveness in three key areas: stay in school, improvement in attendance, behavior and/or academics, and graduation rate. CISDR provides documented confidential case management services for the students in the identified schools. Quality control is maintained through the Communities In Schools Tracking Management System (CISTMS), our multi-faceted computerized information system, which stores the data in a secured manner on the TEA secure server in Austin, Texas.

The data collected includes the most current report cards, student testing results, assessment of the student's current need deficiencies as well as academic status and statistical, demographic, and service-related information on each case managed student. Progress and monitoring are done with official school records and follow-ups with counselors and teachers every 9 weeks. In addition, on-site monitoring is conducted monthly by the CISDR compliance and training team. School administrators, faculty, parents and students complete a "report card" twice yearly, evaluating CISDR's performance on each campus to ensure that our program components meet the needs of the students and families we serve. Administrators, teachers, parents and students also have the opportunity to make comments or suggestions to help improve our delivery of services.

Describe the impact of services if only partial funding is made available: With this funding CISDR will be able to provide one CISDR professional campus staff member on the campus of Central Elementary and two on the campus of Blair/Montgomery. With reduced funding and next academic year's state funding cuts, it may be necessary to reduce the staff on the Blair Elementary School campus to one FTE.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization? N/a

**I certify that the above information is correct and true to the best of my knowledge.**

Sandra G. Chavarria, President & CEO

5/18/2011

Name and Title (please print)

Date

Signature

5/18/11

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

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Name of organization: Richardson Symphony Orchestra Tax ID Number: 751186008

Executive Director Name: George Landis Email: glandis@richardsonsymphony.org

Address: 2100 North Collins Boulevard, Suite 310 City: Richardson Zip: 75080

Telephone: 972-234-4195 Fax: 972-238-7514

Web Site: www.richardsonsymphony.org

Grant Contact Name: George Landis Title: President/Executive Director

Email: glandis@richardsonsymphony.org Telephone: 972-234-4195

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Program title: Symphony Serenades Chamber Music Concerts Program date(s): TBD based on the needs of the Town of Addison

Grant request for 2011-2012: \$ 30,000

Previous grants requested: 2010-11: \$ 30,000 2009-10: \$ \$30,000 2008-09: \$ \$30,000

Previous grants/received: 2010-11: \$ \$30,000 \* 2009-10: \$ \$30,000 2008-09: \$ 30,000

Number of paid staff: 3 Number of volunteers: 200+

Tax Exempt:  Yes  No

\*For the current fiscal year, \$30,000 was awarded to the RSO. However, only \$2,920 has been spent. Programs involving the RSO have been put on hold or cancelled.

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**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

*Founded in 1961, the Richardson Symphony has grown with the northern part of the DFW Metroplex to become the premiere orchestra of the region. It is the resident symphony of the Charles W. Eisemann Center for Performing Arts and offers a variety of classical and pops concerts each season programmed to appeal to the varied audiences of the Richardson, Addison, Plano/Collin County, Denton County and North Dallas area.*

*The mission of the Richardson Symphony is to strengthen the appeal of symphonic music and to enrich the lives of the people of the greater Northern Metroplex (Northern Dallas, Collin and Denton counties with a population of over one million) through the presentation of affordable and accessible live, classical and pops symphonic music of the highest artistic quality.*

*The Richardson Symphony further seeks to educate current and future audiences for a lifelong involvement with symphonic music by providing high quality, comprehensive music education, including educational children's concerts, performance opportunities for young talented musicians, through the development of partnerships and collaborations with musicians, educational institutions, community organizations, and individuals.*

*Now in its 50th year, the orchestra is comprised of sixty-five professional from the DFW area under the leadership of Anshel Brusilow, Music Director/Conductor. The Orchestra is supported by a dedicated Board of Directors comprising over 40 corporate and community leaders; 165 Richardson Symphony League/Debutantes/Honor Guard members; as well as numerous community volunteers, all of*

**Completed applications must be received by Tuesday, May 31, 2011.**

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

*whom contribute hundreds of hours each year and play a vital role, through fundraising efforts, in the success of the Richardson Symphony.*

*In addition to the critically-acclaimed season of subscription series performances, the Richardson Symphony is also widely regarded as a leader in education and community outreach programs. The Lennox International Young Artists Competition for Piano and Strings annually draws talented young performers from around the world. In addition, the orchestra is actively involved in elementary education programs for students in the Richardson Independent School District, Addison students in the Carrollton/Farmers Branch ISD and Dallas ISD (as requested by the Town of Addison) and in programs benefiting students at the University of North Texas and University of Texas at Dallas.*

*The President oversees full-time, day-to-day operations of the Richardson Symphony Orchestra. This position is supported by the Manager/Operations and Administration and the Director of Development and Community Affairs. Part-time staff who perform specialized functions supporting the orchestra include the Music Director/Conductor, Associate Conductor, Personnel Manager, Production Manager, Librarian, lecturer, and Musicians.*

**PROGRAM DESCRIPTION:** Provide a brief description of the program you are requesting funds for.

*Over the past five years, the Town of Addison provided free chamber music concerts featuring ensembles made up of the principal players in the Richardson Symphony. These concerts have been held at a variety of businesses and retail locations around the town. These events have been well received at each venue and are a perfect example of the way the Town of Addison works to improve the quality of life for all citizens, both individuals and businesses. Over the year, RSO players have performed multiple times at venues ranging from office buildings to Town Hall to hotels, to Dunn Brothers Coffee House and other restaurants. In addition, the RSO String Quartet performed at Grand Staff Piano Center as part of the "Urbanato Festival" in the fall of 2008. In past years, the string and brass players from the orchestra have performed at Symphonic Saturdays at Esplanade Park.*

*The Richardson Symphony proposes to continue this program and provide free concerts throughout the Addison area, reaching hundreds of citizens where they work, shop and live. The dates and locations for these events will be developed with the aid of the Town of Addison staff and it is our intention to perform where we can do the most to bring chamber music of the highest quality directly to the people of Addison.*

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 600,305	\$ 626,600
Total Operating Expenses:	\$ 600,283	\$ 600,283

What percentage of the organization's annual revenues does this grant request represent? 4.7%

Please quantify the number of residents your agency provided services for:

*As all of the events the RSO performs in Addison are free, non-ticketed concerts, it is not possible to provide quantitative information on attendance and the actual number of residents served. However, in past years, the woodwind, brass and string chamber ensembles from the Symphony performed for several hundred business and community residents of Addison during lunchtime "Symphony Serenade" concerts at Addison Circle One and other buildings and at local hotels and retail locations (Dunn Brothers*

**Completed applications must be received by Tuesday, May 31, 2011.**



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Coffee House, the Marriott and Intercontinental Hotels, etc.). There is no charge for admission for these events. In addition, several hundred more residents experienced the orchestra's chamber music groups when the Town of Addison sponsored the Symphonic Saturdays events during the summer months..

Were the services that you provided in Addison successful? How can your efforts be evaluated?

The RSO chamber group performances at the wide variety of venues throughout Addison provided a unique, live music experience for the people of the community and is another way that the Town of Addison provides significant quality of life improvement programs for its citizens and business residents. As there were no tickets sold or issued for any of these events, there is no way to quantify total attendance. However, the businesses and restaurants where we perform often request that we come back again and again, feedback from the audience to our musicians is always glowingly positive and we constantly receive requests for ticket information and ticket sales from individuals who have attended our Addison performances.

Describe the impact of services if only partial funding is made available:

As all of the services we are proposing are to be offered free to the people of Addison we would not be able to perform any of these services without the requested support from the Town of Addison.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

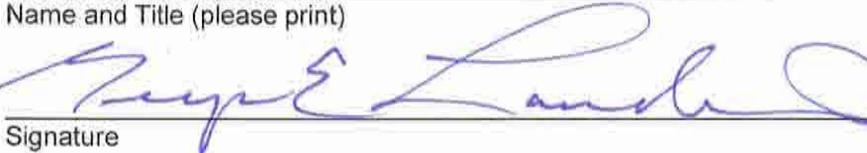
If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We currently do not have a liaison assigned to the Richardson Symphony.

**I certify that the above information is correct and true to the best of my knowledge.**

George E. Landis, president  
Name and Title (please print)

May 26, 2011  
Date

  
Signature



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

*In addition to a completed application, the following attachments must be submitted with this application:*

1. A cover letter on your letterhead.
2. A completed and signed application form.
3. A current list of business and foundation donors with their contribution level.
4. Operating budget from the current year and proposed for next year.
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. A copy of your organization's nonprofit 501(c)(3) status.
7. A list of the members of your board of directors, including names, titles and affiliations.
8. Any collateral that would provide additional information about your organization.

Send completed applications to:

**Town of Addison  
City Manager's Office  
Attn: Matthew McCombs  
P. O. Box 9010  
Addison, TX 75001-9010**

or

**5300 Belt Line Road  
Dallas, TX 75254**

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**For questions, please contact:**

Matthew McCombs  
Management Analyst  
972.450.7090

**Completed applications must be received by Tuesday, May 31, 2011.**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: Metrocrest Social Services Tax ID Number: 75-1548334

Executive Director Name: Bunny Summerlin Email: bsummerlin@metrocrestsocialservices.org

Address: 13801 Hutton Drive Suite 150 City: Farmers Branch Zip: 75234

Telephone: 972-446-2100 Fax: 214-694-2171

Web Site: www.metrocrestsocialservices.org

Grant Contact Name: Rachel Mehl Title: Director of Development

Email: rmehl@metrocrestsocialservices.org Telephone: 972-446-2130

Program title: Emergency Assistance Program Program date(s): Oct. 1, 2011 – Sept. 31, 2012

Grant request for 2011-2012: \$ 50,000

Previous grants requested: 2010-11: \$ 30,000 2009-10: \$ 25,000 2008-09: \$ 25,000

Previous grants/received: 2010-11: \$ 30,000 2009-10: \$ 75,000 2008-09: \$ 25,000

Number of paid staff: 23 Number of volunteers: 1,491

Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

Metrocrest Social Services assists at-risk families living in the northwest suburbs of Dallas to avoid falling further into debt or poverty and/or losing their housing by providing emergency assistance and comprehensive programs to help them regain independence. Metrocrest embraces the philosophy that leaving poverty is a process not an event. Research shows that the role of the caseworker is not to "save" the individual, but rather to offer a support system, a plan, and opportunities which will increase the likelihood of the person's success. Our services provide a hand up, not a hand out. The overall mission of our agency is to provide emergency assistance and comprehensive programs to move families toward self-sufficiency; serving residents of Carrollton, Farmers Branch, Addison, Coppell, and city of Dallas zip code 75287 in Denton County.

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

Metrocrest offers the *Emergency Assistance Program* to help meet immediate basic needs (rent/utility assistance, food, clothing, transportation assistance, and limited medical needs) in a timely manner—all free of charge. In order to further develop a families' financial independence, Metrocrest provides free financial education and budgeting assistance through a collaborative effort with the YWCA Financial Workshop—a 12-hour financial workshop series focusing on saving, setting goals, and reducing debt. It also offers financial planning resources, including a free session with a financial planner and coaching support through individual mentors. Metrocrest continues to work with clients to develop a self-sufficiency plan through our *Employment Assistance Program*, which helps unemployed clients to find jobs or underemployed clients to upgrade their employment. We also work with clients to improve their health situation and quality of life by helping to coordinate enrollment in other social services including food stamps, child support, CHIP or Medicaid and legal aid through our *Expanded Access Program*. Metrocrest collaborates with the YWCA and Citibank as a screening partner utilizing the YW Self-Sufficiency Calculator to match families with these appropriate benefits.

Completed applications must be received by Tuesday, May 31, 2011.



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 2,399,000	\$ 2,554,000
Total Operating Expenses:	\$ 2,437,000	\$ 2,560,000

What percentage of the organization's annual revenues does this grant request represent? 2.1%

Please quantify the number of residents your agency provided services for:

In the current year: 489 Next year: 494

Were the services that you provided in Addison successful? How can your efforts be evaluated?

In our latest outcome measures from October 1, 2010 through March 30, 2011, 90% of clients contacted who received financial assistance (rent and/or utilities) retained their housing for at least 60 days. Consistent follow-up of clients receiving rent or utility assistance is maintained at 30 days and 60 days thus giving us the opportunity to report our successes.

Describe the impact of services if only partial funding is made available:

The level of services rendered will depend upon the amount of funding awarded. A reduction in funding will limit the number of families who can be served.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

School is Out for Summer Food Drive in June; Sponsor of our 2011 Keyholder Breakfast; Town Employee Volunteer support

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

We have worked with our liaison Bianca Noble over the course of the past year. The Vice President of our board, Todd Meier, communicated with her following each of our board meetings that she did not attend. Also, she was sent updates via our email system.

**I certify that the above information is correct and true to the best of my knowledge.**

Bunny Summerlin, Executive Director 5/25/11  
Name and Title (please print) Date

Bunny Summerlin May 27, 2011  
Signature

Completed applications must be received by Tuesday, May 31, 2011.



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: UBL Texas Wranglers Tax ID Number: 35-2349356

Executive Director Name: Ozzie Denson Email: coachdenson@yahoo.com

Address: 1200 East Davis suite 115-204 City: Mesquite  
Zip: 75149

Telephone: 972-781-8120 Fax: 972-329-2007  
www.ublhoops.com

Web Site:

Grant Contact Name: Ozzie Denson Title: Owner

Email: coachdenson@yahoo.com Telephone: 972-781-8120

National High School Basketball Association (NHSBA) TAX# 262171670  
Program title: Program date(s): June 2011-2012

Grant request for 2011-2012: \$30,000

Previous grants requested: 2010-11: \$30,000 2009-10: \$ 2008-09: \$

Previous grants/received: 2010-11: \$ 2009-10: \$ 2008-09: \$

Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

The Texas Wranglers is committed to providing quality entertainment for families. As a professional organization, the Texas Wranglers also strives to showcase the skills of young athletes throughout the globe. We believe in fostering of young players to give them the opportunity to play overseas or to the NBA,

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

The Texas Wranglers is a minor league professional basketball team in Addison, Texas

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 10000	\$ 30000
Total Operating Expenses:	\$ 10000	\$ 30000

What percentage of the organization's annual revenues does this grant request represent? 30% \_\_\_\_\_

Please quantify the number of residents your agency provided services for:

30,000

In the current year: \_\_\_\_\_ Next year: 30,000 \_\_\_\_\_

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes, Hotel rooms sold out of town fans come to games

Describe the impact of services if only partial funding is made available:

Tickets to city employees

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

Tickets to city employees

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

Mr. Terry

**I certify that the above information is correct and true to the best of my knowledge.**

Ozzie Denson

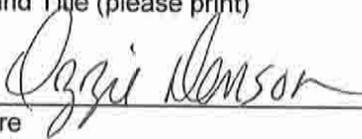
Owner

May 26, 2011

Name and Title (please print)

Date

Signature





# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: Second Thought Theatre Tax ID Number: 11-3715673  
 Executive Director Name: Chris LaBove Email: chris@secondthoughttheatre.com  
 Address: 3523 McKinney Ave, Box 452 City: Dallas Zip: 75204  
 Telephone: 214-402-5507 Fax: NA  
 Web Site: www.secondthoughttheatre.com  
 Grant Contact Name: Steven Walters Title: Co-Artistic Director  
 Email: steven@secondthoughttheatre.com Telephone: 323-898-4962

Program title: Second Thought Theatre's 2011/2012 Season Program date(s): July 2011-June 2012  
 Grant request for 2011-2012: \$ 20,000  
 Previous grants requested: 2010-11: \$ 20,000 2009-10: \$ 14,000 2008-09: \$ n/a  
 Previous grants/received: 2010-11: \$ 15,000 2009-10: \$ 15,000 2008-09: \$ n/a  
 Number of paid staff: 2 part time Number of volunteers: 15  
 Tax Exempt: (X) Yes No

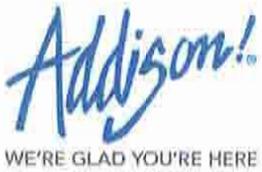
### **ORGANIZATION DESCRIPTION:**

Second Thought Theatre is committed to the principle that the arts can have a lasting positive effect on a community. Second Thought Theatre chose DFW as our home in 2004 and we have been striving towards that goal ever since. We aim to provide DFW audiences with quality theatrical productions that are in keeping with the highest national standards. Dedicated to producing ensemble based productions that span the canon of theatrical literature, we seek to enlighten and entertain our audiences and at the same time, we aim to foster a more united, hungry, and prosperous arts community in Dallas. Regional theatre was born in Dallas and we seek to bring it back home. The beauty of theatre is the diverse number of hands coming together to lift up a story for all to see. We hope that the Town of Addison will again add hands to this effort and join with us in our quest to bring regional theatre back to the metroplex. Our Mission: Second Thought Theatre seeks to capture the moment of creation between artist and audience. Dedicated to ensemble productions that explore challenging and dramatic works from the canon of theatrical literature, we strive to enlighten and entertain our audience by pushing the boundaries of human thought and emotion. Old works done in new ways, new works done in old ways. Everything is possible when you take a second thought.

### **PROGRAM DESCRIPTION:**

Second Thought Theatre's 2011/2012 Season will include three Mainstage productions, participation in The Festival of Independent Theaters at the Bath House Cultural Center, as well as STT's Annual Texas Playwrighting Festival. Funding received from the Town will be used primarily to offset the cost of renting a rehearsal and performance space which will, in turn, allow STT to use our operating budget on Artistic and Production budgets in order to maintain the high quality of work we are committed to producing.

**Completed applications must be received by Tuesday, May 31, 2011.**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2011 BUDGETED	FISCAL YEAR 2012 PROJECTED
Total Operating Revenues:	\$ <u>69,238</u>	\$ <u>85,000</u>
Total Operating Expenses:	\$ <u>66,787</u>	\$ <u>79,507</u>

What percentage of the organization's annual revenues does this grant request represent? 24%

Please quantify the number of residents your agency provided services for:

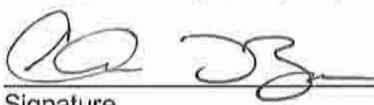
In the current year: 2500+ Next year: 3000+

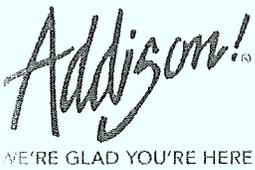
Were the services that you provided in Addison successful? How can your efforts be evaluated?  
Second Thought Theatre defines success with two simple parameters: artistic excellence and fiscal responsibility. Artistically, Second Thought can cite a history of positive reviews and growing audiences since our move to Addison, immense support and enthusiasm from the DFW theater community, and an expanding subscriber base as direct indicators of our success. Fiscally, Second Thought **has not** and **will not** finish a season with a deficit. We are committed to the principle that maintaining a surplus is the only way to stay viable as an organization.

Describe the impact of services if only partial funding is made available:  
Partial funding will limit the amount of season programming that Second Thought Theatre will be able to produce for its 2011-2012 season. The impact being dependent on the funding made available - varying from cutting back on the number of weeks each show runs to cancelling the third mainstage production or reading series.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison? Yes  (X) No  If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?  
n/a

I certify that the above information is correct and true to the best of my knowledge.  
CHRIS LABOVE CO-ARTISTIC DIRECTOR 5-27-11  
Name and Title (please print) Date  
  
Signature



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: LaunchAbility (Formerly Special Care & Career Services)  
 Tax ID Number: 75-1189353

Executive Director Name: Cathy Packard Email: cathyp@launchability.org

Address: 4350 Sigma, Suite 100 City: Dallas Zip: 75244-4421

Telephone: (972) 991-6777, ext. 112 Fax: (972) 991-6361

Web Site: www.LaunchAbility.org

Grant Contact Name: Julia Nicol Title: Grant Writer

Email: julian@LaunchAbility.org Telephone: (972) 991-6777, ext. 119

Program title: Early Childhood Intervention & Supported Employment Program date(s): ongoing

Grant request for 2011-2012: \$ 5,000

Previous grants requested: 2010-11: \$ 5,000 2009-10: \$ 5,000 2008-09: \$ 7,500

Previous grants/received: 2010-11: \$ 5,000 2009-10: \$ 5,000 2008-09: \$ 5,000

Number of paid staff: 51 FT, 8 PT Number of volunteers: 60+

Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

The mission of LaunchAbility is to help children and adults with developmental disabilities achieve their maximum potential and lead fulfilling lives within our community. We fulfill our mission through five core programs that help individuals to become independent and self-sufficient:

- Early Childhood Intervention (ECI) is part of a federally mandated, statewide initiative to provide therapies and other services to babies and toddlers who exhibit any type of delay or disability at the age when they are most able to adapt.
- Supported Employment (SE) helps adults with cognitive disabilities such as Down syndrome, autism spectrum disorder, and traumatic brain injury, find and keep good jobs with good wages, consistent with their abilities and interests, through customized employment services and ongoing support to ensure long-term success.
- LaunchAbility's Academy is a specialized job-skills training program designed to prepare our clients for jobs in healthcare. Partnering with UT Southwestern Medical Center, this is the first program of its kind in North Texas and will allow us to place more clients in better jobs.



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

- Childcare Champions™ enhances the quality of child care across Dallas by teaching child care workers to identify and interact appropriately with babies and toddlers of all types of abilities.
- Case Management for Children and Pregnant Women (CPW), provides assistance to at risk children under age 21 and pregnant women of all ages, in accessing or managing services related to a medical or mental health issue.

Effective April 11, LaunchAbility and ReadyStart merged, tripling the size of our agency and expanding LaunchAbility's territory from the Northwest quadrant of Dallas County to include Denton, Wise, and portions of Collin County.

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

Our ECI program serves children with conditions such as autism, spina bifida, cerebral palsy, Down syndrome, impaired vision, speech difficulties, fine motor skill delays, and hearing difficulties. After an in-depth screening and evaluation process, our speech therapists, physical therapists, occupational therapists, social workers, licensed professional counselor, nurse, dietitian, and Early Intervention Specialists work with children and their families to help the children reach their maximum potential. In fiscal year 2009-2010, we served over 1,000 children and their families (unduplicated) in the northwest quadrant of Dallas County and a small portion of southeast Denton County. During the first eight months of fiscal year 2010-2011, we served 20 Addison residents. Our agency's ECI program is recognized as a best practices study site by the Texas Department of Assistive and Rehabilitative Division (DARS) of ECI and is the sole provider of ECI services in Addison.

Our SE program clients receive career assessment, placement in jobs that match their skills to the needs of the employers, on-the-job training, and ongoing support to ensure they keep their jobs. We partner with the Texas Department of Rehabilitative Services to deliver the most comprehensive and innovative supported employment program in the area. One cognitively disabled person placed in a job saves tax payers \$47,000 per year (Disability-Dispelling the Myths, Centers for Workforce Properties, Affiliate of US Chamber of Commerce). We currently work with six Addison employers including the Addison Athletic Club.

The requested funds will be used only to serve children and adults who receive our services in Addison.

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ 3,832,876	\$ 4,302,223
Total Operating Expenses:	\$ 3,874,634	\$ 4,302,223

What percentage of the organization's annual revenues does this grant request represent? 0.1%

Please quantify the number of residents your agency provided services for:

**Completed applications must be received by Tuesday, May 31, 2011.**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

In the current year: 20 resident children & 7 adults employed at Addison businesses  
Next year: 20 resident children & 7 adults employed at Addison businesses

Were the services that you provided in Addison successful? How can your efforts be evaluated?  
Our services were very successful. Client participation and progress were carefully documented. Results of effort were reviewed and evaluated semi-annually.

Describe the impact of services if only partial funding is made available:  
Any decrease in funding would reduce the number of adult clients we have the capacity to serve through SE. A funding cut could negatively impact staff time and resources available to serve existing and future clients who live (and/or work) in Addison. Also, it would impact Addison employers who could benefit from hiring our SE clients. Workers with disabilities are "generally dependable, dedicated, hardworking, and productive," according to the U.S. Chamber of Commerce. In addition, our ECI Public Outreach program, designed to identify children who might need ECI services, would be affected by a reduction in our ability to provide continued outreach to find the children in need of the services.

**For every \$1 invested in ECI and SE programs, \$17 is returned to the community.**

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

Don Daseke has been our City Council liaison and has attended our Board of Trustee meetings.

**I certify that the above information is correct and true to the best of my knowledge.**

Cathy Packard, CEO May 31, 2011  
Name and Title (please print) Date

  
Signature



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

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Name of organization: Senior Adult Services Tax ID Number: 75-1840522

Executive Director Name: Gregory Gerendas Email: gregory.gerendas@senioradultservices.org

Address: One Medical Pkwy., Plaza I, Ste. 115 City: Farmers Branch Zip: 75234

Telephone: 972-242-4464 Fax: 972-242-0299

Web Site: www.senioradultservices.org

Grant Contact Name: Gregory Gerendas Title: Executive Director

Email: gregory.gerendas@senioradultservices.org Telephone: 972-242-4464

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Program title: Social Services for Seniors and Caregivers Program date(s): 10/01/11 to 09/30/12

Grant request for 2011-2012: \$17,000

Previous grants requested: 2010-11: \$17,000 2009-10: \$17,000 2008-09: \$17,000

Previous grants/received: 2010-11: \$17,000 2009-10: \$17,000 2008-09: \$17,000

Number of paid staff: 8.75 FTE Number of volunteers: 300 Individuals

Tax Exempt:  Yes  No

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**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

For over 30 years Senior Adult Services has improved the lives of seniors and caregivers by providing practical solutions to people facing the challenges of aging. By giving seniors options, respecting their choices, supporting family caregivers and involving the community in delivering services, SAS helps local residents live independently longer and with increased safety by providing a comprehensive program of information and direct services which help seniors live better even as they deal with short or long term changes in their abilities.

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

Funds are needed to help older adults stay "Healthy @ Home," by providing information and advice on resources, service coordination, home delivered meals, transportation, home repairs/reducing falls, vials of life, a monthly newsletter, and a weekly email newsletter (called the *Friday Flash*). Senior Adult Services will also provide case management, outreach, intake and monthly monitoring for participants of Project Lifesaver, a recent program lead by the Addison Police Department, which will locate persons with dementia/Alzheimer's Disease should they wander.

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2011 BUDGETED	FISCAL YEAR 2012 PROJECTED
Total Operating Revenues:	\$651,381	\$651,619
Total Operating Expenses:	\$744,863	\$800,818

What percentage of the organization's annual revenues does this grant request represent? 3%

Please quantify the number of residents your agency provided services for:

In the current year: 41 (5/01/10 – 4/30/11)      Next year: 50

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes, clients work with the client services coordinators to determine their needs, develop goals, and measure how many of their personal goals were achieved. Surveys of clients to evaluate home repair, meals and transportation show a high degree of satisfaction with the services and an increased ability to live independently.

Describe the impact of services if only partial funding is made available:

With increased costs for both staff and program supplies such as meals and gasoline for transportation, a reduction in funding would decrease the services the organization could provide to Addison residents.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes       No      If yes, please explain:

Town of Addison sponsors the annual Bookworm Bash used book sale.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

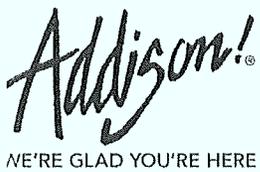
Roger Mellow is Addison's liaison to Senior Adult Services board of directors. He receives monthly financial reports, quarterly program reports and attends bi-monthly board meetings. He also is an active participant on the organization's Investment and Finance Committee.

**I certify that the above information is correct and true to the best of my knowledge.**

Gregory Gerendas, Executive Director  
Name and Title (please print)

May 31, 2011  
Date

  
Signature



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: WaterTower Theatre Tax ID Number: 75-1559945  
 Executive Director Name: Terry Martin Email: tmartin@watertowertheatre.org  
 Address: 15650 Addison Road City: Addison Zip: 75001  
 Telephone: 972-450-6230 Fax: 972-450-6244  
 Website: www.watertowertheatre.org  
 Grant Contact Name: Greg Patterson Title: Director of Development and Marketing  
 Email: gpatterson@watertowertheatre.org Telephone: 972-450-6227

Program title: 2011-2012 Season Program date(s): Sept. 30, 2011 – Aug. 19, 2012  
 Grant request for 2011-2012: \$ 240,000/\$150,000 matching  
 Previous grants requested: 2010-11: \$ 240,000 2009-10: \$240,000  
 2008-09: \$390,000  
 Previous grants/received: 2010-11: \$ 240,000 2009-10: \$240,000  
 2008-09: \$390,000  
 Number of paid staff: 8 FT Number of volunteers: approx 200  
 Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

WaterTower Theatre's mission is to open minds with a diverse mix of plays and educational programs that inspire people to experience and embrace live theatre.

WaterTower Theatre is dedicated to enhancing the quality of life in our community by offering professional theatre, innovative education, and community outreach. We offer 5 main stage productions annually, 1 holiday productions, the Out of the Loop Fringe Festival, and a range of Education programs including After-School programs, children's Summer programs, Master classes and Internships..



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

**PROGRAM DESCRIPTION:** Provide a brief description of the program you are requesting funds for.

WTT productions are open to the entire community. Ticket prices are affordable to make the theatre accessible to everyone. By the conclusion of the 2010-2011 season, total attendance will be on track to reach over 32,000 people. WTT not only enhances the quality of life and the visibility of the Town of Addison, but also promotes cultural tourism by encouraging audiences to patronize Addison's restaurants, hotels and other businesses.

WaterTower Theatre is requesting funding for its 2011-2012 Main Stage season which will include several North Texas premieres, the return of the very popular Out of the Loop Fringe Festival and our many education programs designed to make the arts part of the lives of every child and youth in Addison and the surrounding areas. The season is one of the most ambitious in WaterTower Theatre's history both in scope and size:

### **Spring Awakening**

Previews – September 30, October 1  
Pay What You Can – October 2  
Opening Night – October 3  
October 5 – 30, 2011

### **Rockin' Christmas Party**

Opening Night – November 26  
November 27 – December 18, 2011  
Non-subscription event

### **The Diary of Anne Frank**

Previews – January 6, 7  
Pay What You Can – January 8  
Opening Night – January 9  
January 11 – February 5, 2012

### **Out of the Loop Fringe Festival**

March 1 – 11, 2012

### **August: Osage County**

Previews – March 30, 31  
Pay What You Can – April 1  
Opening Night – April 2  
April 4 – 29, 2012

### **Boeing-Boeing**

Previews – May 25, 26  
Pay What You Can – May 27  
Opening Night – May 28  
May 30 – June 24, 2012

### **Smokey Joe's Café**

Previews – July 20, 21  
Pay What You Can – July 22  
Opening Night – July 23  
July 25 – August 19, 2012

**Completed applications must be received by Tuesday, May 31, 2011.**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$1,272,888	\$1,307,040
Total Operating Expenses:	\$1,272,888	\$1,307,040

What percentage of the organization's annual revenues does this grant request represent? 30% \_\_\_\_\_

Please quantify the number of residents your agency provided services for:

In the current year: approx. 3,500 \_\_\_\_\_ Next year: 4,000 \_\_\_\_\_

**Were the services that you provided in Addison successful? How can your efforts be evaluated?**

WaterTower Theatre celebrated its 15th anniversary this season and has experienced tremendous growth over the years. Total numbers of Season subscriptions continue to grow representing nearly 50% of our capacity, leaving about 50% of tickets available for sale to single ticket buyers. This season our productions have run at an average of 85% of capacity and total attendance. Playing to this kind of capacity is well above the national average for not-for-profit theatres. WTT continues to emerge as a major force in the regional theatre community due to enthusiastic audience response and critical success. WTT was called the "forefront of local theatres" by the *Fort Worth Star-Telegram* and by *D Magazine* as "the best theatre in Dallas."

Every season our marketing department conducts surveys with our patrons to evaluate our demographic and geographic growth among other qualitative and quantitative findings. We have seen an overall growth in our ethnic diversity by as much as 10% over the past two years. This is partly due to our programming with plays such as *Black Pearl Sings!* drawing a significantly larger African-American audience than other productions; however, the retention rate of these new patrons is significantly higher than in recent history by as much as 28%. This means the audience development efforts we are engaged in are retaining a greater number of patrons, especially in communities often under-served by arts organizations.

Our education programs serve a large number of Addison residents including students at Anne Frank Elementary school who benefit from our After-School program as well as those students who participate in our Summer Performing Arts Conservatory.

**Describe the impact of services if only partial funding is made available:**

Partial funding would necessitate the re-evaluation and scaling back or canceling of programming.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

**Completed applications must be received by Tuesday, May 31, 2011.**



WE'RE GLAD YOU'RE HERE

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

I certify that the above information is correct and true to the best of my knowledge.

Terry Martin, Producing Artistic Director 5/31/11

Name and title (please print)

Date

Signature

In addition to a completed application, the following attachments must be submitted with this application:

1. A cover letter on your letterhead.
2. A completed and signed application form.
3. A current list of business and foundation donors with their contribution level.
4. Operating budget from the current year and proposed for next year.
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. A copy of your organization's nonprofit 501(c)(3) status.
7. A list of the members of your board of directors, including names, titles and affiliations.
8. Any collateral that would provide additional information about your organization.

Send completed applications to:

Town of Addison  
City Manager's Office  
Attn: Matthew McCombs  
P. O. Box 9010  
Addison, TX 75001-9010

or

5300 Belt Line Road  
Dallas, TX 75254

For questions, please contact:

Matthew McCombs  
Management Analyst  
972.450.7090

Completed applications must be received by Tuesday, May 31, 2011.



## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

Name of organization: Metrocrest Chamber of Commerce Tax ID Number: 75-1047178

Executive Director Name: Greg Vaughn Email: greg@metrocrestchamber.com

Address: 5100 Belt Line Rd., #430 City: Dallas Zip: 75254

Telephone: 469 587-0420 Fax: 469 587-0428

Web Site: www.metrocrestchamber.com

Grant Contact Name: Greg Vaughn Title: President

Email: greg@metrocrestchamber.com Telephone: 469 587-0420

Program title: Business & Community Development Program date(s): 10/1/2011 – 9/30/2012

Grant request for 2011-2012: \$ 31,500

Previous grants requested: 2010-11: \$ 10,000 2009-10: \$10,000 2008-09: \$ \$10,000

Previous grants/received: 2010-11: \$ 10,000 2009-10: \$ 10,000 2008-09: \$ 10,000

Number of paid staff: 4 Number of volunteers: 100

Tax Exempt:  Yes  No

**ORGANIZATION DESCRIPTION: Provide a brief description of your organization, including a summary of mission statement and/or objectives.**

The mission of the Metrocrest Chamber of Commerce is to provide leadership in the development of business, a pro-business climate which can operate in harmony with the citizens of the community it serves and promote the civic, commercial and economic welfare of the Metrocrest.

We achieve this mission by providing programs that connect business persons and citizens in the Metrocrest to resources that will benefit their business and enhance citizen engagement in community affairs.

**PROGRAM DESCRIPTION: Provide a brief description of the program you are requesting funds for.**

- 1. Business Services: Operational support for existing, ongoing Chamber programs benefiting members of the Metrocrest Chamber located in Addison. Programs include:**

***Business Networking:*** Programs designed to facilitate development of business contacts and referrals, including: monthly Connect Breakfast & Lunch programs; monthly Business After Hours Events; Ambassador Ribbon Cuttings & Groundbreakings; Monthly General Membership Luncheons; and Special Events.

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

**Business Education:** Initiatives designed to help members improve their profitability by enhancing their operational efficiencies. In 2011 those programs include:

- Promotion of various business educational workshops and seminars through the Chamber's e-newsletter
- Programs in manufacturing best practices provided through the Chamber's affiliation with Dallas County Manufacturers Association (DCMA)
- General Membership Luncheon Programs
- Member-to-Member Education Workshops
- Re-established "Women's Connection" educational luncheon series

In 2012 the Chamber also plans to develop, either independently or in collaboration with other area business groups, a "Distinguished Business Leader" luncheon series.

**Business Promotion:** Programs designed to increase awareness of member businesses and their products and services, including Chamber Online Business Referral Guide, Program Sponsorships, Chamber Website "Hot Deals" postings and advertising and e-newsletter publicity and advertising.

**Business Advocacy:** Facilitation of communication between Chamber businesses and governmental representatives through special meetings and Chamber Board actions.

**Program Request: \$15,000**

2. **Leadership Metrocrest: Chamber program designed to increase the community knowledge and leadership skills of individuals seeking to enhance their professional development and/or attain civic leadership positions in the community**

The Chamber believes Leadership Metrocrest remains one of the more relevant ways in which the Chamber can impact community development. Our goal is to increase the number of participants in the Metrocrest (residents/business people) in order to enhance *community engagement* of citizens and business professionals in civic affairs that will produce stronger communities.

The Chamber is requesting the Town of Addison's continue its support of Leadership Metrocrest through the sponsorship of Addison citizens and Addison business owners. The Chamber will be approaching the other cities of the Metrocrest with the same request.

**Program Request: approximately \$5,000**

3. **Organization Development: Initiative to increase the number of businesses in Addison that would benefit from the services provided by the Metrocrest Chamber of Commerce.**

The Chamber believes it may capitalize on the recent relocation of the Chamber offices to Addison to recruit more Addison businesses as members of the Chamber. The Chamber's goal is to conduct a series of membership recruitment initiatives targeted to Addison businesses, including new businesses, business services, hospitality businesses and manufacturers. Support from the Town of Addison would be to help offset recruitment expenses in the areas of Promotional Materials, Recruitment Events and Membership Sales Personnel.

**Program Request: \$11,500**



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

FISCAL YEAR 2010  
BUDGETED

FISCAL YEAR 2011  
PROJECTED

Total Operating Revenues: \$ 370,650 370,650

Total Operating Expenses: \$ 370,650 370,650

What percentage of the organization's annual revenues does this grant request represent? 8%

Please quantify the number of residents your agency provided services for:

In the current year: difficult to measure Next year: difficult to measure

Were the services that you provided in Addison successful? How can your efforts be evaluated?

Yes. The Chamber measures success by the stability of the Addison commercial tax base, tax revenues and employment base, as well as the growth and retention of Addison member-businesses.

Describe the impact of services if only partial funding is made available:

The Chamber will continue to provide business and community development services to the extent feasible by collective business & community development budget.

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

The Town of Addison has provided in-kind or discounted use of Addison Conference Center for Chamber events.

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

Council member Blake Clemens serves as ex-officio member of the Chamber Board of Directors

I certify that the above information is correct and true to the best of my knowledge.

Greg Vaughn, President May 31, 2011  
Name and Title (please print) Date

[Signature]  
Signature



May 31, 2011

Addison Township  
City Manager's Office  
Attn: Matthew McCombs  
5300 Beltline Road

Addison, TX 75001

To the Mayor and City Council,

It is again my privilege to present for your consideration, a request for the granting of continuing funds to Metrocrest Family Medical Clinic, for the year 2012. We ask that the grant be maintained at \$3,000.00. Each year, as we continue our conversation regarding health care for the underserved residents of Addison and the other participating municipalities, I come with increasing concern for our ability to meet the needs of this ever-growing segment of community.

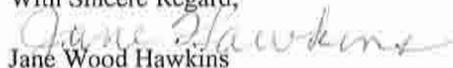
The face of our clinic has changed in 2011. We are excitedly growing into the future challenge of providing quality medical services to those individuals in our community who have limited resources. In December, 2010, having moved into a larger clinic space, we have expanded the volume of patients that we can treat on a daily basis. The demand for services continues to grow, with the need for complex medical services also expanding. We are now daily able to offer twenty to thirty general medical appointments in the Day Medicine Clinic. In addition, we continue to expand the number and variety of specialty clinics available to our patients. They include gynecology, ENT (ear, nose & throat) and dermatology. Our diabetes specialty clinic continues to expand on a weekly basis. The main contributing factor for our current success, is the arrival on January 11, 2011, of Namrata Babaria, MD, a Board-certified Internal Medicine physician. The Hospital Corporation of America provides this gift to our community through our participation in Project Access Dallas. Medical City Dallas and Las Colinas Medical Center are our new hospital partners. While we will always provide appointments for minor illness and need for same day treatment, the general severity of our "medical home" or chronically ill patients. Our expectation is to provide the quality of medical services available in the private sector.

We are so happy to provide services to your residents, providing support services as they re-align their lives. As they apologize for having to ask for assistance, I remind them that their city taxes have been supporting the clinic for many years. The clinic is now a medical home for Project Access Dallas, a service of the Dallas County Medical Society for medically indigent clients. PAD is available to the residents of Addison who meet the requirements set forth by the program. At present, nine clients are enrolled and several are completing their applications for PAD. At the end of April, we had exceeded the volume of patients served at Metrocrest Family Medical Clinic during the previous year.

The Governing Board and our Volunteer Family are very committed providing for continued significant impact on the communities we serve. Thank you for your consideration and continuing support in 2011 and the coming years.

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With Sincere Regard;

  
Jane Wood Hawkins  
Executive Director.

Metrocrest Family Medical Clinic



# 2011-2012 NONPROFIT ASSISTANCE APPLICATION

	FISCAL YEAR 2010 BUDGETED	FISCAL YEAR 2011 PROJECTED
Total Operating Revenues:	\$ <u>101,184 Adj. 11/2010</u>	<u>Greater than \$101,184.00</u>
Total Operating Expenses:	\$ <u>\$101,184 Adj. 11/2010</u>	<u>Greater than \$101,184.00</u>

**With the expansion of the clinic since January, 2011, revenue from patient donations has enabled the clinic to obtain a full-time employee to manage "front office" employee and a part-time administrative assistant/interpreter. With a budget that was created prior to the clinic revision of additional space and a full-time physician, the increased revenue as well as demand for products/supplies to care for these additional patients, the monthly evaluation of cost/income ratio is evaluated for budget revision.**

What percentage of the organization's annual revenues does this grant request represent? 3 %

Please quantify the number of residents your agency provided services for:

In the current year: 2010:979 individuals 2011: 1135 individuals by May 31, 2011with a projection of 2500 individuals by year end. Next year: One of the enjoyable tasks this year will be evaluating and determining the amount of growth that the clinic can sustain and continue to provide a high standard of care. The anticipated cap of enrolled patients is around 2500 individual patients.

Were the services that you provided in Addison successful? How can your efforts be evaluated?

**The clinic maintains detailed medical records of all clients. The evaluation of the successful treatment of each client is included in our evaluation of services. An example of a successful service is supporting a diabetic patient with treatment and education so that he/she can maintain a normal blood sugar. Most of our Addison patients are diabetic, with other medical comorbidities. Quality measures are collected monthly, analyzed and reported bi-monthly, quarterly and annually.**

Describe the impact of services if only partial funding is made available:

**Metrocrest Family Medical Clinic operates with the funds derived from grants, gifts and donations. With the expansion of services due to patient demand, the clinic will continue to strive to do the most good for the clients approaching the clinic for services.**

Has your organization received or is now receiving any support in the form of in-kind services (Event Support) from the Town of Addison?  Yes  No If yes, please explain:

If applicable, who is the City Council member that is assigned as a liaison to your organization? In what ways do you keep him/her of activities within your organization?

**Roger Mellow has been the Liaison from Addison Township during my tenure as Executive Director of Metrocrest Family Medical Clinic. He is a fine gentleman who has been an active participant in our Board of Directors. He has contributed his expertise in business, his valued opinion and vision to Metrocrest family Medical Clinic. Mr. Mellow attends most Board meetings and other activities organized by the Clinic Board. He is presented with bi-monthly reports and statistics representing clinic activity. His wise observations are truly valued by the Executive Director and the Board of Metrocrest Family Medical Clinic.**

Completed applications must be received by Tuesday, May 31, 2011.

## 2011-2012 NONPROFIT ASSISTANCE APPLICATION

I certify that the above information is correct and true to the best of my knowledge.

Jane Wood Hawkins, Executive Director  
Name and Title (please print)

May 31, 2011  
Date

Jane Wood Hawkins  
Signature

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***In addition to a completed application, the following attachments must be submitted with this application:***

1. A cover letter on your letterhead.
2. A completed and signed application form.
3. A current list of business and foundation donors with their contribution level.
4. Operating budget from the current year and proposed for next year.
5. A copy of the organization's audited financial statements from an independent accounting firm.
6. A copy of your organization's nonprofit 501(c)(3) status.
7. A list of the members of your board of directors, including names, titles and affiliations.
8. Any collateral that would provide additional information about your organization.

Send completed applications to:

**Town of Addison  
City Manager's Office  
Attn: Matthew McCombs  
P. O. Box 9010  
Addison, TX 75001-9010**

or

**5300 Belt Line Road  
Dallas, TX 75254**

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**For questions, please contact:**

Matthew McCombs  
Management Analyst

**Completed applications must be received by Tuesday, May 31, 2011.**

## Council Agenda Item: #R5

### AGENDA CAPTION:

**PUBLIC HEARING** Case 1632-Z/Allegro Phase II. Discussion and consideration of approval of an ordinance approving a final development plan, with waivers for design standards, for 121 multi-family units in the UC – Urban Center zoning district, Commercial subdistrict, located on 1.231 acres addressed as 15605 Dallas Parkway, on application from Behringer Harvard Addison Circle Land, LLC, represented by Mr. Jim Fadley of Behringer Harvard, and Mr. Jim McGinley of Trinity Realty Interests, LLC.

### COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May, 26, 2011, voted to recommend approval a development plant for a development of 121 multi-family units, in the UC – Urban Center district, Commercial subdistrict, subject to the following waivers of design standards:

Waiver 1 – Section 5, Subsection A. *Minimum area per dwelling unit*. Approval of the applicant's request for 63, 1-bedroom units of less than 750 square feet in area.

Waiver 2 – Section 5, Subsection C. *Setbacks*, paragraph 2. Side yard, subparagraph (b). Approval of the applicant's request for a minimum 5'-0" side yard with maximum 2'-0" projections into the required side yard for brick and stone pilasters, and metal columns at the corners of the buildings.

Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver

Voting Nay: none

Absent: Angell, Wheeler

### FINANCIAL IMPACT:

NA

### BACKGROUND:

NA

### RECOMMENDATION:

Administration recommends approval.

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[docket map, staff report, and Commission findings](#)

[Plans for Allegro, Phase II](#)

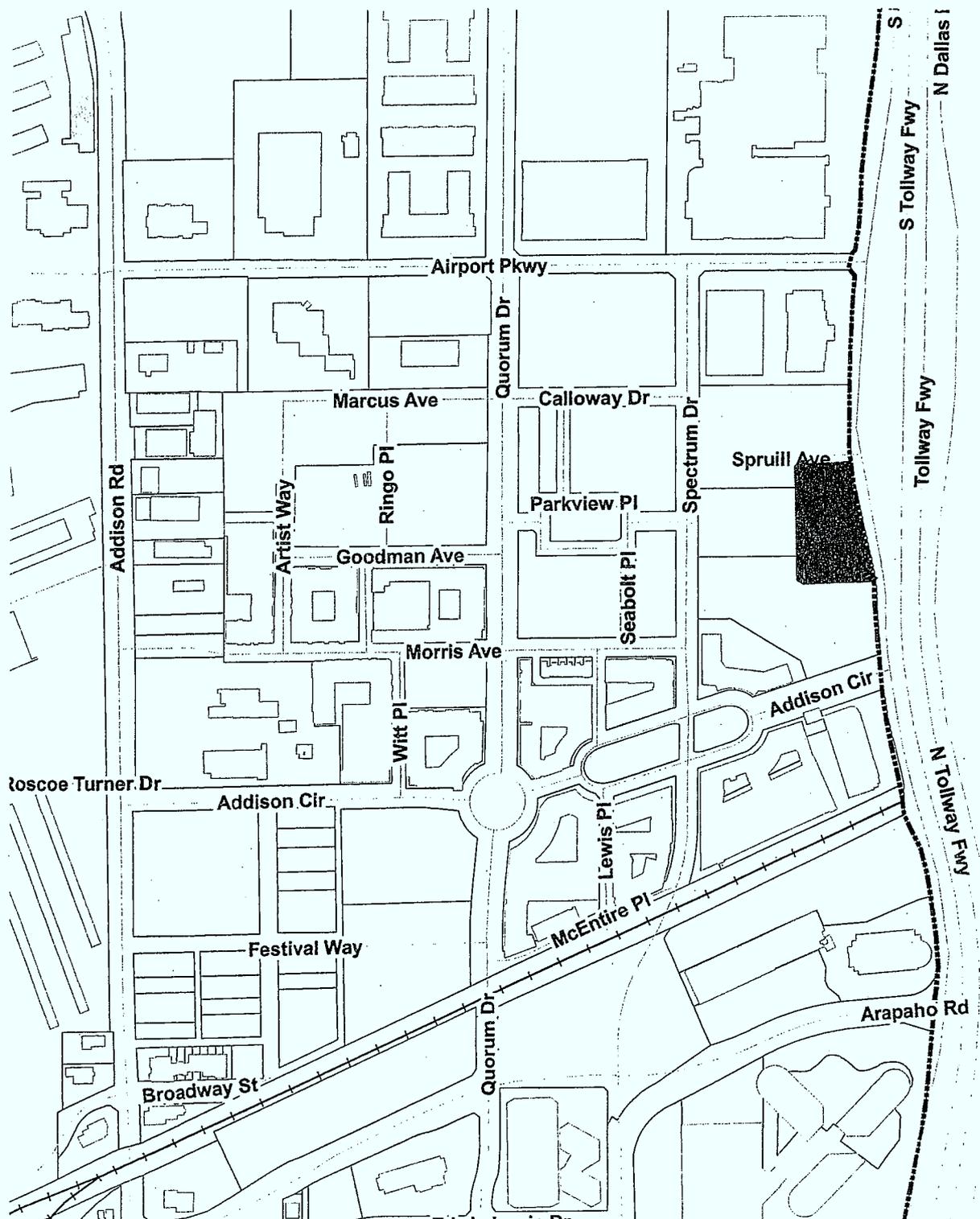
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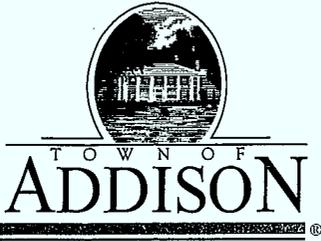
Backup Material

Backup Material

# 1632-Z

**PUBLIC HEARING** Case 1632-Z/Allegro Phase II. Requesting approval of an ordinance approving a final development plan, with waivers for design standards, for 121 multi-family units in the UC – Urban Center zoning district, Commercial subdistrict, located on 1.231 acres addressed as 15605 Dallas Parkway, on application from Behringer Harvard Addison Circle Land, LLC, represented by Mr. Jim Fadley of Behringer Harvard, and Mr. Jim McGinley of Trinity Realty Interests, LLC.





**DEVELOPMENT SERVICES**

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

May 19, 2011

**STAFF REPORT**

**RE:** Case 1632-Z/Allegro, Phase II

**LOCATION:** 1.231 acres addressed as 15605 Dallas Parkway

**REQUEST:** Approval of a final development plan with waivers to design standards, for a multi-family project of approximately 121 units

**APPLICANT:** Behringer-Harvard Addison Circle Land LLC, represented by Mr. Jim Fadley of Behringer-Harvard, and Mr. Jim McGinley of Trinity Realty Interests, LLC

**DISCUSSION:**

Background. Addison Circle is a development that was envisioned through a long-term planning process called Addison 2020. During that process, a group of Addison citizens determined that a neo-traditional, urban neighborhood, with mixed uses, would be a logical development direction for the Town. The Town worked for many months with Columbus Realty Trust, the original developer, on a set of development standards, which were codified into the Urban Center zoning district, a new zoning classification in the Addison Zoning Ordinance.

The "UC" Urban Center zoning classification was added to the zoning ordinance on May 3, 1995 through Ordinance 095-019. Columbus Realty, which later became Post Properties, constructed three phases of multi-family developments under the UC district regulations. Development plans for Phase I (460 residential units) were approved on July 17, 1995 through Ordinance 095-032. Phase II (610 residential units, a 300,000 square foot office building, and six town homes) was approved on June 24, 1997 through Ordinance 097-029, and Phase III (264 residential units) was approved on March 9, 1999, through Ordinance 099-007. A condominium development (The Aventura) of 86 units was approved on November 9, 1999 through Ordinance 099-049.

In July of 2000, Post Properties submitted a development plan for Phase IV in Addison Circle. That phase contained an additional 255 multi-family units and 7,986 square feet

of retail space. It covered 3.27 acres at the northeast corner of Quorum Drive and Morris Avenue. The plan entailed some amendments to the Concept plan, and both the amendments and the development plan were approved on September 26, 2000 through Ordinance 000-037. However, later in 2000, Post Properties determined that it would not build any more units in Addison Circle and let its option to purchase additional pieces of land lapse.

The remaining land in Addison Circle was purchased by TexOK Properties, which then sold the two remaining large tracts in the residential subdistrict to different developers. CityHomes, a subsidiary of Centex Homes, bought the property on the east side of Quorum Drive, between Quorum and Spectrum and built 183 townhomes. In August of 2005, Fairfield received approval to construct 414 multi-family units on the west side of Quorum Drive.

A four-acre parcel, at the southeast corner of Quorum Drive and Airport Parkway was owned by Post Properties. It was purchased by David Weekley Homes and scheduled to be developed with 83 townhomes. The plan was later revised to include 43 townhomes and 90 condominium units. The site was sold to Savannah Homes, which is currently constructing townhome units on the site.

In July of 2006, SNK Development received purchased the remaining 6.53-acre tract located in the Commercial subdistrict between Spectrum Drive and the Dallas Parkway. SNK divided the tract into three parcels and constructed a street (Spruill Avenue) which bisected the site from east to west. It constructed multi-family buildings on two of the parcels. Those buildings contained 272 multi-family units and 2,373 square feet of retail space. The project, called Allegro, is now completed and has been very successful. SNK left a 1.231 acre tract vacant that was adjacent to the Tollway. SNK expected to eventually develop the tract as a hotel or small office building, but they could not get any interest from builders for either of those products. At one point, SNK brought forth another development proposal for a multi-family project that was totally different from the existing Allegro project, but that plan was not approved by the Town.

Current Proposal. At this point, SNK has sold the Allegro project, and the vacant 1.231-acre tract, to Behringer-Harvard. Behringer-Harvard offices in the Addison Circle One office building, and it has acquired the Allegro project with the intent of owning and operating it. Behringer-Harvard would like to expand the Allegro project by developing the vacant 1.231-acre tract with apartments that are similar to those in Allegro.

The original Allegro development was built with the intent that the units might one day be sold as condominiums. Therefore, it featured large units, with no studio units, and the smallest 1-bedroom units being 850 square feet. It also featured a lot of 2-bedroom units, which averaged 1,210 square feet. Behringer-Harvard intends to run the complex as a multi-family property, and it has found that a lot of potential renters would like to live in the development because of its location and amenities, but they do not need, and cannot afford, a large unit, or a 2-bedroom unit. Behringer-Harvard hopes to

use this second phase to even out the unit mix by providing more 1-bedroom units and some smaller units.

The units will be finished, on the interior and exterior, just like the existing Allegro project. In addition, residents of this Phase II use the same leasing office for the current project, and will have use of the amenities including the club room and roof-top pool.

Proposed Plan. The applicant has submitted development plans for a five-level building with one level of parking in a basement, one level of parking at grade, and four levels of units above the parking levels. The building is similar to the buildings in Phase I in that units are oriented around two courtyards. The exterior architecture will match the existing Phase I with regard to trim, windows, and materials.

The staff went through the regulations contained in the UC – Urban Center, Commercial subdistrict, zoning district. The Urban Center zoning district was designed to cover a large area of property (Addison Circle) that would be developed over a span of several years. Therefore, the regulations provide some flexibility through a *Waiver to Design Standards*. These Waivers provide the P&Z and Council with some discretion so that they can approve projects that meet the intent of the regulations, but have variations to certain elements. Every development in Addison Circle, including Phase I of Allegro, was approved with several Waivers. For the most part, Allegro Phase II is seeking the same Waivers that were granted to the original Allegro Phase I so that it can match the existing project with regard to setback, materials, and exterior facades.

The staff has included the design regulations, and then noted at the bottom of each section whether the project meets the regulation, the regulation does not apply, or the project has requested a Waiver. The staff comments on the various sections will be in **bold print**.

#### **Section 4. - Use regulations; commercial subdistrict.**

**A.**

*Authorized uses.* Only those uses identified as permitted uses, conditional uses or accessory uses are authorized within the commercial subdistrict of the UC district, the boundaries of which are designated in the comprehensive plan for the Town of Addison. All authorized uses are deemed to be compatible with major civic events which may be convened within or adjacent to the district.

**B.**

*Permitted uses.* The following uses of land are authorized as permitted uses within the commercial subdistrict of the UC district. Uses are further classified according to general categories of land uses. To the extent expressly authorized by these district regulations, a general use category may be identified on a concept plan or, except for residential uses, on a development plan. Upon approval of such plan, any use appearing in the use list which is classified under such general category is authorized to be established in accordance with the concept plan or development plan and any conditions attached thereto.

**1.**

*Residential.* In the commercial subdistrict, residential uses are limited to the following uses:

Multifamily, townhouse/condominium.

**2.**

*Hotel.* (Defined under article XXI)

3.

*Retail.* In the commercial subdistrict, retail uses are limited to the following uses.

Antique shop  
Aquarium  
Art gallery  
Bakery, retail sales only  
Bank, office, wholesales office or sample room  
Barber and beauty shop  
Bird and pet shops, retail  
Book or stationery store  
Camera shop  
Candy, cigars and tobaccos, retail sales only  
Caterer and wedding services  
Cleaning and pressing shops having an area of not more than 6,000 square feet  
Department store, novelty or variety shop  
Drug store  
Electrical lighting fixtures and supplies for consumer use  
Film developing and printing  
Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening  
Florist  
Furniture repair and upholstering  
Gallery, for the display and sale of artworks  
General services shops for maids, tax preparers, bookkeeping  
Grocery store  
Hardware, sporting goods, toys, paints, wallpaper, clothing  
Health club, private and public  
Household and office furniture, furnishings and appliances  
Jewelry, optical goods, photographic supplies  
Laundromat, equipped with automatic washing machines of the type customarily found in a home and where the customer may personally supervise the washing and handling of their laundry  
Meat market  
Medical and dental offices  
Novelty or variety shop  
Photographer or artist studio  
Public garage parking, no repairs  
Piano and musical instruments  
Plumbing shop, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work)  
Print shop, retail sales only  
Retail shop for custom work or the making of articles to be sold for retail on the premises  
Seamstress, dressmaker, or tailor  
Shoe repair shop  
Studio for the display and sale of glass, china, art objects, cloth and draperies  
Studios, dance, music, drama, health and reducing  
Taxistand  
Video equipment and cassettes, sales and rental  
Wearing apparel, including clothing, shoes, hats, millinery and accessories  
Xerox/copy shop.

4.

- 5. *Civic.* (Defined under article XXX)
- 6. *Office.* (Defined under article XXX)
- 7. *Mixed use (with residential).* (Defined under article XXX)
- 7. *Mixed use (without residential).*

**The applicant is proposing to build a 121-unit multi-family project, which is allowed under the regulations.**

C.

*Conditional uses.* The following uses are conditionally permitted within the commercial subdistrict of the UC district, the boundaries of which are designated in the comprehensive plan for the Town of Addison:

- 1. Day care facility.
- 2. Restaurant/restaurant with alcohol.
- 3. Sale of alcohol for on-premise consumption.
- 4. Transit facilities.

**The applicant is not proposing any conditional uses.**

D.

*Accessory uses.* The following are permitted as accessory uses within the commercial subdistrict of the UC district:

- 1. **Community, social, hobby or laundry facilities for use by occupants of a development within the district.**
- 2. Recreation space and facilities including exercise facilities and weight rooms, tennis courts, racquetball, handball and volleyball courts, spas and swimming pools for use by occupants of a development within the district.
- 3. Parking and parking structures.
- 4. Other uses customarily incident to "permitted uses."

**The applicant is not proposing any accessory uses.**

E.

*General conditions.* To ensure that development within the commercial subdistrict of the UC district is consistent with the town's comprehensive plan, the following special conditions have been established:

- (1) *Ground level retail.* Buildings fronting on the special events parkway/retail street (categories E/F) must be designed to accommodate ground level retail. The ground level floor area may be used for office, civic or conditional uses.

**The applicant is not required to have ground level retail on this site.**

(2)

*Free standing retail.* Free standing retail is prohibited along Spectrum Drive.

**The applicant is not proposing any free standing retail.**

(3)

*Maximum residential mix.* A maximum of 50 percent of the acreage east of Spectrum Drive of the commercial subdistrict, as defined in the approved concept plan, may be put to residential or mixed use with residential uses.

**This standard was amended by a previous ordinance to allow more than 50% residential uses in the Commercial subdistrict.**

(4)

*Appendices.* Development within the commercial subdistrict is subject to the standards and guidelines incorporated in Appendices A and C to Ord. No. 095-19, which are attached to this article and made a part hereof by reference.

**The appendices are not applicable to this request.**

Section 5. - Dimensional and design standards; commercial subdistrict.

In the commercial subdistrict of the UC district, the following design standards shall apply:

A.

*Minimum area per dwelling unit.* The average minimum floor area per apartment shall be 800 square feet per building, based upon the following minimum sizes for specific unit

Use	Minimum Area Per Dwelling Unit (Square Feet)
<b>Multifamily use:</b>	
Efficiency	500
One bedroom	750
Two bedroom	900
Three bedroom	1,000

types:

To provide design flexibility, the minimum floor area per dwelling unit for five percent of each unit type per building may be reduced to 75 percent of the minimum size provided that the overall unit mix per building averages a minimum of 800 square feet.

**The applicant is proposing to build the following unit mix:**

Type of Unit	Number in Project	Square Footage
Studio	21	548-606
1-Bedroom (A-1)	8	650

1-Bedroom (A-2)	55	706
1-Bedroom (A-3)	8	838
2-Bedroom	29	995-1,222

The applicant is requesting a Waiver to the Design Standard for the minimum area per dwelling unit for some of the 1-bedroom units. As the table indicates, the applicant is proposing to exceed the required square footage for studio and 2-bedroom units. However, the plans propose to have 8, 1-bedroom units at 650 square feet, and 55, 1-bedroom units at 706 square feet, for a totally of 63 1-bedroom units that are less than 750 square feet in dwelling area.

The UC district contains two subdistricts: the Residential subdistrict and the Commercial subdistrict. Initially the minimum area per dwelling unit for both subdistricts was 750 square feet. In 2000, the Town amended the regulations for the UC Residential subdistrict to reduce the minimum area per dwelling unit to 700 square feet for a 1-bedroom (Ordinance 000-014). The request came from Post Properties, which was developing many units in the Residential subdistrict and found the 750 minimum to be higher than the average in the Metroplex and higher than consumer demand.

The Town amended the Residential subdistrict, but did not amend the Commercial subdistrict. There was not opposition to amending the Commercial subdistrict, it just wasn't requested or considered. Therefore, the staff is fine with the 55 1-bedroom units that are 706 square feet, as that keeps them consistent with the size in the Residential subdistrict.

With regard to the 8, 1-bedroom units at 650 square feet. Staff is fine with those also. The staff realizes that in a "doughnut" building, it is difficult to use the space efficiently because of the number of corners that have to be accommodated. Staff believes the project will still be consistent with the intent of the regulations if it has 8 units that are smaller than 700 square feet.

Staff recommends approval of the Waiver to Design Standards for unit size.

B.

*Building heights:*

1.

Portions of buildings or structures within 150 feet of the closest boundary line of the residential subdistrict shall conform with the following height restrictions:

Minimum Height	Maximum Height
40 feet	92 feet

**The building is 60.5 feet above the average grade plane. It meets the standard for building height.**

2.

All other buildings or structures shall not exceed six standard stories in height unless the additional height is set back from the street lines one foot for each two feet of height above each six story limit.

**This standard is not applicable for this project.**

3.

A turret, spire or tower may exceed maximum height of building provided that any such structure is no more than 15 feet higher than the maximum permitted height and has a floorplate which is ten percent or less of the ground floor area of the building of which it is part.

**This project has a fin and a metal pole with a finial on top that project above the roof line, but both are still within the allowed height.**

C.

*Setbacks:*

1.

*Front yard.*

(a)

The minimum required front yard is ten feet, such distance shall be measured from the property line.

(b)

Buildings fronting on, or adjacent to, principal collectors shall be set back a minimum of 15 feet from the R.O.W.

(c)

If a site runs from one street to another and has double frontage, a required front yard must be provided on both streets, such distance shall be measured from the property line.

**The fire lane on the south and west sides of the building is not a public street. Therefore, this building has frontage on two streets: Spruill Avenue and Dallas Parkway. The staff would consider the Dallas Parkway frontage the Front Yard of the project. The setback against the Dallas Parkway is 19.5 feet at the narrowest point. The setback requirement against Dallas Parkway is 15 feet (paragraph (b)). Therefore, the project complies with the standard for a front yard setback against a principal collector.**

2.

*Side yard.*

(a)

Except as provided below, there is no minimum side yard.

(b)

On a corner lot, a minimum required side yard of ten feet must be provided on the side street, such distance shall be measured from the property line.

(c)

If a lot in this subdistrict abuts a residential use, a minimum required side yard of ten feet must be provided. If a corner lot in this district abuts a residential district, a minimum required side yard of 25 feet must be provided on the side street.

**The applicant is requesting a Waiver to paragraph (b) of the Side Yard regulations. Spruill Avenue is the side yard for the project, and it is a corner lot. Therefore, the applicant should provide a 10-foot side yard. However, the applicant is proposing a setback of five feet, and requests that columns and pilasters be allowed to encroach two feet into the five-foot setback.**

**This setback topic was heavily debated during the drafting of the regulations. The staff and original developer argued at length on the proper setback. The staff wanted 10 feet in order to provide room for landscaping. The original applicant argued that there was a delicate balance between the width of street and height of building that would be skewed by making the streets 10 feet wider (5 feet more setback on each side). The compromise was to require 10 feet in the ordinance, but then allow a waiver so that applicants could propose 5 feet. The logic was that we would try the first project at a 5-foot setback, and if it didn't look and feel right, the next ones would be required to go with the ordinance standard of 10 feet.**

**Once the first project was built, the staff and developer agreed that a 5-foot setback is the right amount. Every project in Addison Circle, including the first phase of Allegro, has been constructed with a 5-foot setback. Therefore, staff is comfortable with the 5-foot setback proposed by the applicant, and is also comfortable with allowing the 2-foot projections to protrude into the setback.**

**It should be noted that patios and stoops may also protrude into the setback (which is allowed by the ordinance), but there will be 25 feet of clear sidewalk on the Spruill Avenue side of the project which is the public street sidewalk.**

3.

*Side and rear yards.*

(a)

Except as provided below, there is no minimum required side and rear yard.

(b)

If a proposed use in this subdistrict abuts a residential use, a minimum required side, or rear, yard of ten feet must be provided.

**The project complies with this standard.**

D.

*Open space:*

1.

Two acres for every 1,000 residents shall be dedicated for public use by the project applicant up to the point that dedication has been provided for 2,250 residents. After sufficient open space has been dedicated to meet the requirement for 2,250 residents, 1½ acres of open space for each 1,000 residents shall be dedicated for public use by the project applicant. For purposes of this section, the number of residents expected to reside in the district shall be determined by estimating the number of dwelling units authorized for a proposed project, multiplied by a factor of 1.5 persons per dwelling unit.

2.

Land proposed to be dedicated as public open space shall be clearly shown on the concept plan, preliminary development plan, and final development plan submittals.

3.

Sufficient land for open space shall be provided in each phase of the development to assure that the recreational needs of district residents are satisfied, taking into consideration the nature of open space required to serve the district, and the amount of land previously provided, or to be provided, in conjunction with the phase of the development under consideration.

4.

Land to be dedicated for public open space shall be approved initially by the planning and zoning commission and thereafter shall be submitted to the city council for acceptance of the proposed dedication. No dedication shall be deemed approved without express action of the city council in the form of a written acceptance of dedication. Failure of the city council to execute an acceptance of dedication shall be deemed to be a refusal of the proposed dedication.

5.

In its approval of the concept plan and development plan, the town shall impose such conditions as deemed necessary to assure that the intent and purpose of this section is satisfied.

**There has already been sufficient open space dedicated for this project. No further dedication is required.**

E.

*Site access.* Site access and curb cuts along principal collectors (category B) and the special events parkway/retail street (category E/F) shall be limited to two curb cuts per block.

**The project complies with this standard.**

F.

*Parking:*

1.

*Generally.* Off-street parking must be provided for the appropriate building use classification according to the following ratios:

(a)

*General retail.* (1/200 s.f.) One space per each 200 square feet of floor area.

(b)

*Furniture store.* (1/1,000 s.f.) One space per each 1,000 square feet of floor area

(c)

- Medical or dental clinics.* (1/200 s.f.) One space per each 200 square feet of floor area.
- (d) *Bank or savings and loans.* (1/300 s.f.) One space per each 300 square feet of floor area.
- (e) *Office.* (1/300 s.f.) One space per each 300 square feet of gross floor area. An office building or group of buildings, which shall total 50,000 square feet or more: (1/300 s.f.). One space per 300 square feet of net usable area.
- (f) *Service.* (1/1,000 s.f.) One space per each 1,000 square feet of floor area.
- (g) *Health club or studio for dance, music, drama, health and reducing.* (1/100 s.f.) One space per each 100 square feet.
- (h) *Residential.* One space/bedroom to a maximum of two spaces/unit.
- (i) *Hotel.* One space/hotel room plus one parking space per every 300 square feet of conference/banquet facilities.
- (j) *Civic.* To be determined by parking demand analysis study for proposed use and approved by the town's director of development services.
- (k) *Mixed use.* Number of spaces resulting from application of ratios provided above for respective uses in the development.
- (l) *Conditional uses.* As specified in section 2.

**The project provides 92, 1-bedroom units and 29, 2-bedroom units. The parking requirement is 150 spaces. The project provides 157 spaces, which exceeds the requirement by 7 spaces.**

2.

*On-street parking.* On-street parking within 300 feet of the proposed use may be counted to meet the requirement of street level retail uses and shall be allocated at the time of development plan approval.

**This standard is not applicable.**

3.

*Shared parking.* Uses may join in establishing shared parking areas if it can be demonstrated that the parking for two or more specific uses occurs at alternating time periods. Required parking shall be determined based on parking demand for the peak parking period as determined by a parking analysis study approved by the town's director of development services.

**The applicant is not requesting any shared parking.**

4.

*Parking garages.* Parking garages that have frontage on principal collectors (category B) and the special events parkway/retail street (category E/F) shall comply with standards established in subsection H, exterior appearance. Parking structures fronting on the special events parkway/retail street (category E/F) shall be designed to accommodate ground level retail, including standard

retail floor to ceiling and structural bay spacing. This ground level floor may also be used for office, civic, or special uses.

Maximum frontage of parking structures along any one block face on principal collectors (category B) and the special events parkway/retail street (category E/F) shall be 200 feet.

Ramps shall not be expressed on the facades of parking structures fronting on Spectrum Drive or Mildred Street.

Steel parking garages and steel guard cables on garage facades are prohibited from fronting on Spectrum Drive and Mildred Street.

5.

*Belowgrade parking.* Off-street belowgrade parking is permitted to the lot lines, but must be designed to allow planting of landscape as defined in subsection 1.

### **The project meets the standards for parking garages and belowgrade parking.**

G.

*Streets.* All streets and blocks in the commercial subdistrict of the UC district shall conform to the provisions of this section.

1.

*Street standards.* Standards for principal collectors (category B) and the special events parkway/retail street (category E/F) within the commercial subdistrict shall be as set forth in appendix A, which is attached to this article and made a part hereof by reference.

2.

*Street type and pattern.* The types and pattern of all streets in the district shall be in conformity with the master thoroughfare plan for the town for the district. The location of streets on the master thoroughfare plan is approximate. Precise location of streets shall be determined in conjunction with approval of the concept and development plans. Street patterns shall be based upon a small scale grid system of interconnecting streets.

### **All streets are already in place and meet the standards.**

H.

*Exterior appearance.*

1.

The following standards shall be applied to portions of buildings and parking structures within the commercial subdistrict which are within 150 feet of the residential subdistrict, or the special events parkway/retail street.

(a)

*Materials.*

(1)

At least 90 percent of the exterior cladding of all non-residential buildings and associated parking structures shall be brick construction up to a height of 50'.

(2)

At least 90 percent of the exterior cladding of all residential buildings and associated parking garages shall be brick construction.

(3)

The exterior cladding, (excluding glass), of all buildings, (including above grade parking structures), shall be composed of not more than three materials, (excluding roofs).

(4)

The following materials are prohibited as primary cladding materials:

Aluminum siding or cladding

Galvanized steel or other bright metal

Wood or plastic siding

Wood roof shingles

Unfinished concrete block (architecturally finished concrete block is a permitted cladding material.)

(5)

The following materials are prohibited as primary roofing materials:

Wood roof shingle

Composition shingle, on roof surfaces visible from an adjoining street. Where composition shingles are allowed, they must meet a minimum standard of U.L. Class A fire rating and U.L. wind rating.

**The standards for exterior appearance require that at least ninety percent (90%) of the exterior facades shall be brick for all buildings and parking structures within 150 feet of the residential subdistrict (east side of Spectrum), or the special events parkway/retail street (Addison Circle). Since this project is not within 150 feet of either the residential subdistrict or Addison Circle, it does not have a 90% brick requirement.**

**The proposed elevations for the building are composed of 51% cultured stone (which the staff accepts as brick), with the remainder being stucco. The applicant wants to match the materials and architectural style of the existing Allegro project, and staff agrees that this building should look like the other two existing buildings.**

(b)

*Colors:*

(1)

The dominant color of all buildings (including abovegrade) parking structures shall be shades of warm gray, red, beige and/or brown. Black and stark white shall not be used. There are no restrictions on accent colors, except that fluorescent colors are prohibited.

(2)

The roof colors shall be a shade of cool gray, warm gray, brown or red.

**The project meets the requirements for exterior colors.**

(c)

*Windows:*

(1)

Where a retail use occupies the first floor, at least 70 percent of the first floor exterior wall facing a thoroughfare, street, boulevard, or parking plaza, shall be transparent glazing.

(2)

The exterior wall surface of all buildings above the first floor shall not be more than 60 percent glass.

(3)

Glass is to be clear or tinted, not reflective.

(d)

*Walls.* Walls attached to buildings shall be developed as architectural extensions of the building, constructed of the same material and in the same style.

**The project meets the standards for windows and walls.**

2.

Exterior walls of all other buildings and parking structures shall be at least 80 percent masonry construction, exclusive of door and window openings. Glass tile, glass block, and plate glass, may count as masonry.

**This standard does not apply.**

I.

*Landscape requirements.* Landscaping within the commercial subdistrict of the urban center district shall comply with the provisions in this section, and with the standards contained in article XXI, landscaping regulations of this appendix and shall substantially comply with the landscape guidelines included as appendix C to this article, which is attached to this article and made a part hereof by reference. Where conflicts exist between this article and the landscaping regulations, requirements in this article shall be applied.

1.

*Street trees.* Street trees shall be large shade tree species having a minimum caliper of four inches, selected in accordance with the town's landscape regulations.

2.

*Screening:*

(a)

Mechanical equipment shall be screened from view from all public roadways and located to minimize noise intrusion off the lot. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.

(b)

Loading, service, and trash storage areas shall be screened from all public roadways. Refuse containers must be placed on a designed, reinforced concrete pad and approach. The required screening must be composed of the same exterior materials as the buildings on the lot, or through the use of masonry walls, ornamental fence (80 percent opaque), evergreen landscape material, or combination thereof.

(c)

All roof-mounted mechanical elements must be screened from view from the public right-of-way and neighboring properties. Screening must be architecturally compatible with the building design.

**The project complies with the standards for landscaping and screening.**

**SUMMARY**

The staff has been very pleased with the original Allegro project. It provides a nice architectural counterpoint to the more traditional architecture in Addison Circle and keeps the district from all looking the same. It has been very popular with the market as well, as almost all the units are rented. The staff has a concern about residential units close to Dallas Parkway and the quality of life for the occupants of those units. However, the applicant reports that the units in the Allegro project that are immediately adjacent to Dallas Parkway are always rented because they are slightly cheaper than other units. SNK and Behringer Harvard have both had experience managing the project, and they have found that a lot of potential tenants want to live in Addison Circle, and live in the Allegro project because of the design of the project and its amenities, but they can't afford it. The applicant asserts that while this project as a "stand-alone" might not be desirable, it does make sense as the second phase of the Allegro project, and it brings that project back to a unit mix that is more standard for a multi-family property.

## RECOMMENDATION

The staff feels that this last building is a logical use for this tract and a reasonable compliment to the other two buildings of Allegro.

Staff recommends approval of the proposed final development plan with the following waivers to design standards, as requested by the applicant:

Waiver 1 – Section 5, Subsection A. *Minimum area per dwelling unit.*

**Staff recommends approval** of the applicant's request for 63, 1-bedroom units of less than 750 square feet in area.

Waiver 2 – Section 5, Subsection C. *Setbacks*, paragraph 2. Side yard, subparagraph (b).

**Staff recommends approval** of the applicant's request for a minimum 5'-0" side yard with maximum 2'-0" projections into the required side yard for brick and stone pilasters, and metal columns at the corners of the buildings.

Staff recommends approval of the development plans and the two waivers listed above. There are no conditions for approval.

Respectfully submitted,



Carmen Moran  
Director of Development Services

Case 1632-Z/Allegro Phase II  
May 27, 2011

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May, 26, 2011, voted to recommend approval a development plant for a development of 121 multi-family units, in the UC – Urban Center district, Commercial subdistrict, subject to the following waivers of design standards:

Waiver 1 – Section 5, Subsection A. *Minimum area per dwelling unit.*

Approval of the applicant's request for 63, 1-bedroom units of less than 750 square feet in area.

Waiver 2 – Section 5, Subsection C. *Setbacks*, paragraph 2. Side yard, subparagraph (b).

Approval of the applicant's request for a minimum 5'-0" side yard with maximum 2'-0" projections into the required side yard for brick and stone pilasters, and metal columns at the corners of the buildings.

Voting Aye: Doherty, Groce, Gunther, Hewitt, Oliver

Voting Nay: none

Absent: Angell, Wheeler

# ALLEGRO PHASE II

## BEHRINGER HARVARD ADDISON CIRCLE LAND, LLC

### ADDISON, TEXAS

FINAL DEVELOPMENT  
PLAN SUBMITTAL  
04/19/2011

JOB NUMBER: 10045

ARCHITECT: ARCHITECTURE DEMAREST, L.P.  
801 CORE STREET, SUITE 5, DALLAS, TX 75207  
PH. 214-748-8833 FAX. 214-748-5080

DEVELOPER: BEHRINGER HARVARD  
15601 DALLAS PARKWAY, SUITE 600, ADDISON, TX 75001  
PH. 214-955-1600

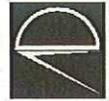
ISSUE DATES


Behringer Harvard Addison Circle Land, LLC  
15601 Dallas Parkway  
Suite 600 Addison, Texas  
(214) 655-1600

Allegro Phase II  
15606 Dallas Parkway  
(Lot 3)  
Addison, Texas

ARCHITECTURAL  
COVER SHEET

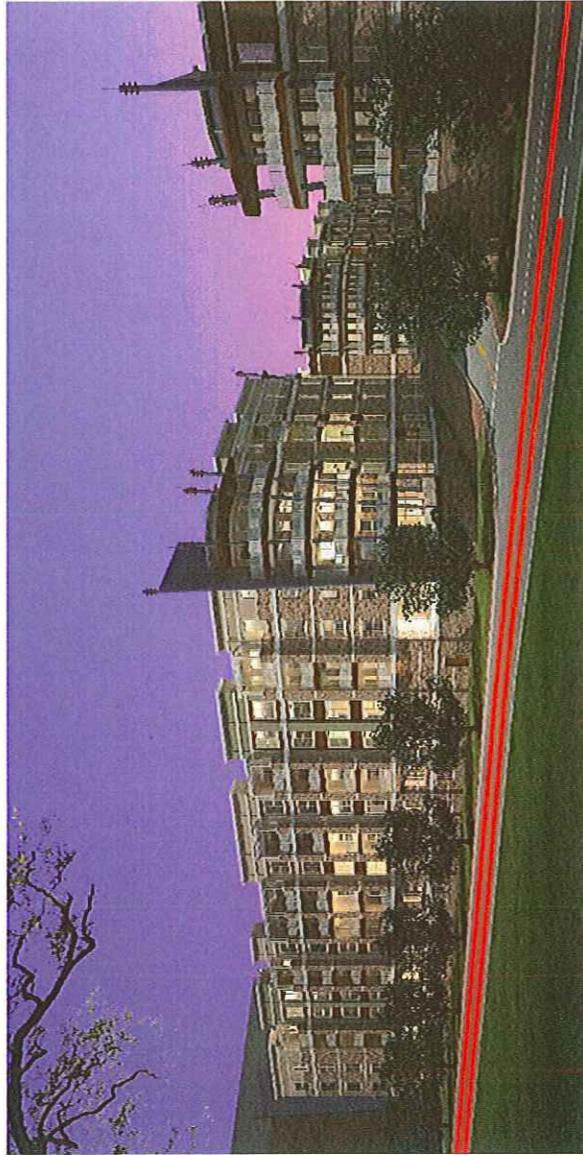
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PROJECT: ALLEGRO PHASE II  
PLAN: COVER SHEET



ARCHITECTURE DEMAREST, L.P.  
15601 DALLAS PARKWAY  
SUITE 600  
ADDISON, TEXAS 75001  
PH. 214-748-8833  
FAX. 214-748-5080

DATE: 04/19/11  
PROJECT: ALLEGRO PHASE II  
PLAN: COVER SHEET

A100



#### SYMBOLS

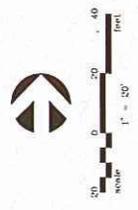
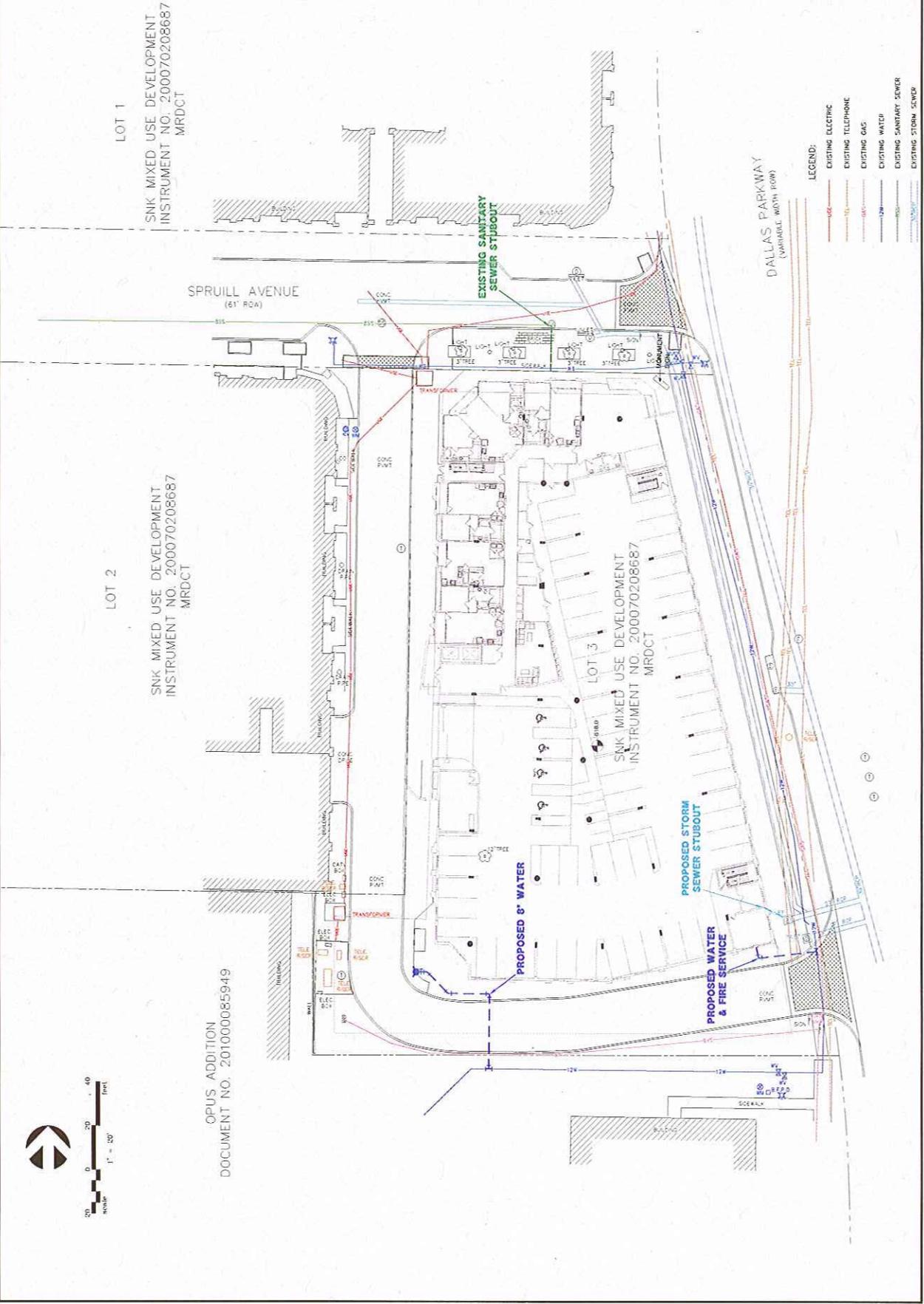
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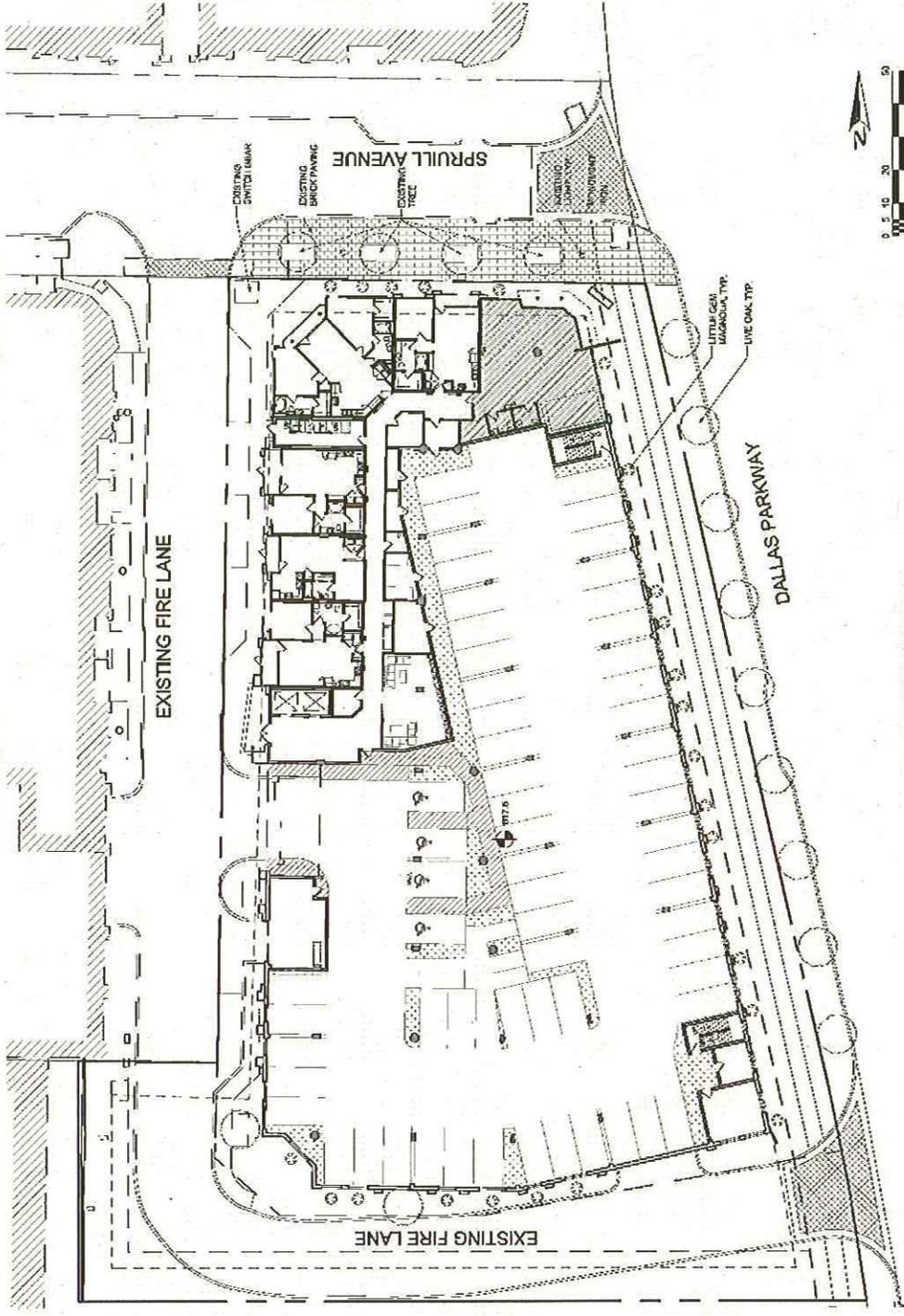
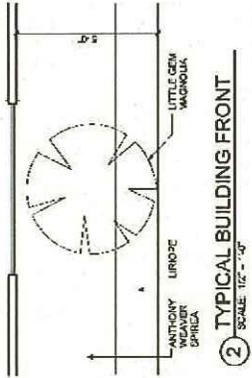
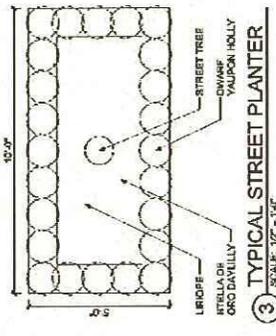


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 DOCUMENT NO. 201000085949

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  - 10" — EXISTING TELEPHONE
  - 10" — EXISTING GAS
  - 10" — EXISTING WATER
  - 10" — EXISTING SANITARY SEWER
  - 10" — EXISTING STORM SEWER







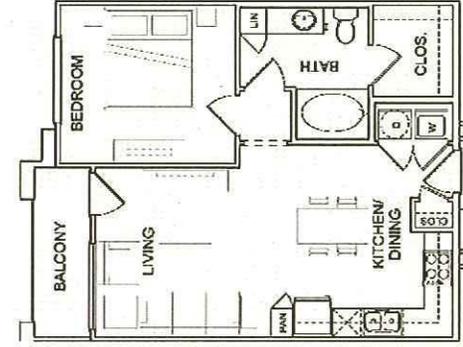
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11	QUERCUS VIRGINIANA LIVE OAK	7"	16'	16"		
<b>SHRUBS</b>						
24	LIENANTERSIA NANKAIANA DWARF YAUPOON HOLLY	6"	6"	6"		
146	SPRECA BUNALUCA ANTHONY DWARF ANTHONY WICKET SPRECA	6"	6"	6"		
<b>GRASS/COVER</b>						
156	STELLARIA MEDIA STELLA DE GRASS DAWLLEY					
600	LIRIODIE MUSCARI LICHON					
400	SEASONAL COLOR					
<b>TURF</b>						
6100 SF	NICHOLSONIA "COMANCHE" BUFFALO GRASS					500

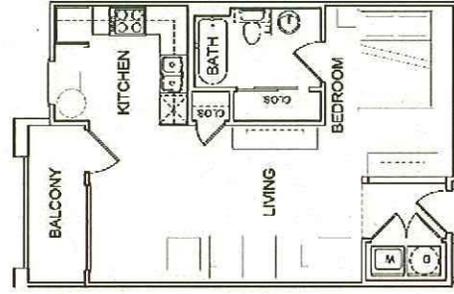
ANCIENTAL CONSULTANTS, INC. is not responsible for any errors or omissions in this plan. It is the responsibility of the client to verify all information and to provide all necessary data for the preparation of this plan. The client shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The client shall also be responsible for providing all necessary information for the preparation of this plan. The client shall also be responsible for providing all necessary information for the preparation of this plan. The client shall also be responsible for providing all necessary information for the preparation of this plan.



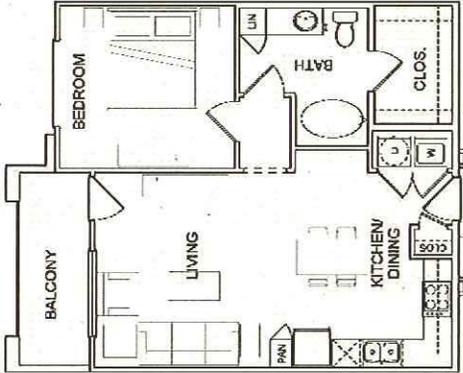
- UNIT PLAN GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF 2x4 STUD (3 1/2" X 1 1/2" ACTUAL DIM.)
  2. ALL ANGLES ARE 90 DEG. TO HORIZONTAL AND VERTICAL, UNLESS NOTED OTHERWISE.
  3. INTERIOR WALLS TO HAVE R-11 INSULATION AS INDICATED.
  4. R-11 INSULATION OCCURS AT ONE SIDE OF PARTY WALL BETWEEN UNITS.
  5. R-11 INSULATION IN ALL UNIT ENTRY CEILING ASSEMBLIES.
  6. HATCHED AREAS INDICATE FINISH WORK TO BE DONE BY THE OWNER.
  7. PROVIDE AND BLOCKING FOR ALL TOWEL BARS, CRAB BARS, ELECTRICAL FIXTURES AND SHOWER BARS.
  8. TEXTURE ON WALLS TO BE "ORANGE PEEL" TEXTURE.



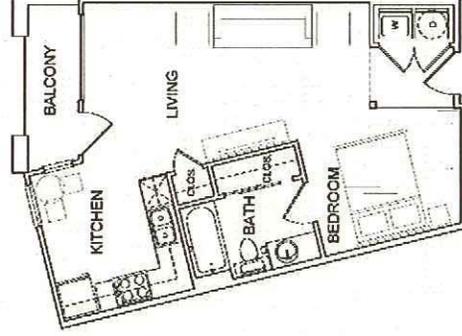
4 A1 UNIT PLAN  
 SCALE: 1/4" = 1'-0"  
 708 S.F.



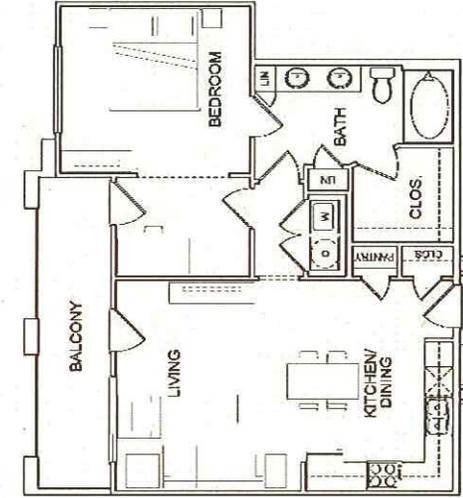
1 E1 UNIT PLAN  
 SCALE: 1/4" = 1'-0"  
 648 S.F.



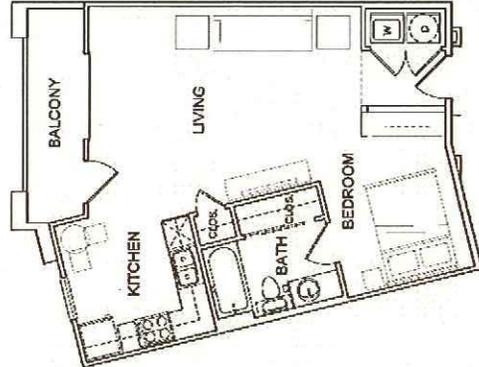
5 A2 UNIT PLAN  
 SCALE: 1/4" = 1'-0"  
 708 S.F.



2 E2 UNIT PLAN  
 SCALE: 1/4" = 1'-0"  
 662 S.F.



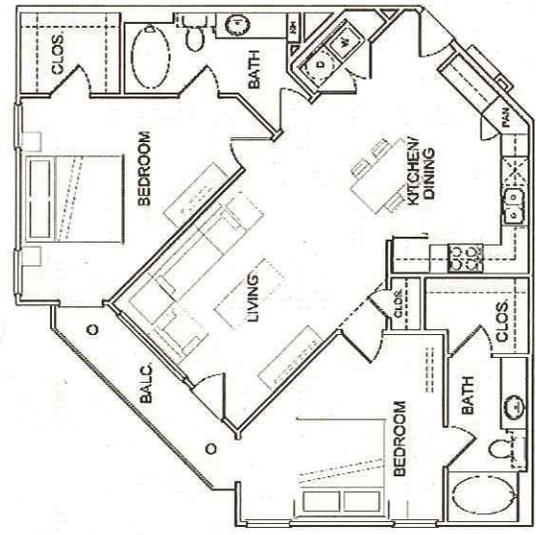
6 A3 UNIT PLAN  
 SCALE: 1/4" = 1'-0"  
 698 S.F.



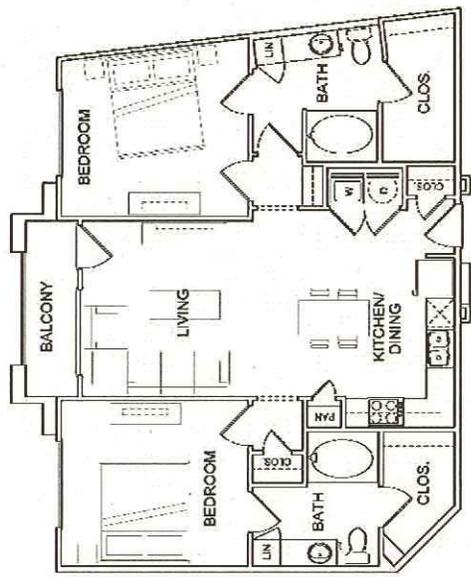
3 E3 UNIT PLAN  
 SCALE: 1/4" = 1'-0"  
 698 S.F.

NOTED: (S.F.) = SQUARE FEET. ALL DIMENSIONS ARE TO FACE OF 2x4 STUD (3 1/2" X 1 1/2" ACTUAL DIM.). ALL ANGLES ARE 90 DEG. TO HORIZONTAL AND VERTICAL, UNLESS NOTED OTHERWISE. INTERIOR WALLS TO HAVE R-11 INSULATION AS INDICATED. R-11 INSULATION OCCURS AT ONE SIDE OF PARTY WALL BETWEEN UNITS. R-11 INSULATION IN ALL UNIT ENTRY CEILING ASSEMBLIES. HATCHED AREAS INDICATE FINISH WORK TO BE DONE BY THE OWNER. PROVIDE AND BLOCKING FOR ALL TOWEL BARS, CRAB BARS, ELECTRICAL FIXTURES AND SHOWER BARS. TEXTURE ON WALLS TO BE "ORANGE PEEL" TEXTURE.

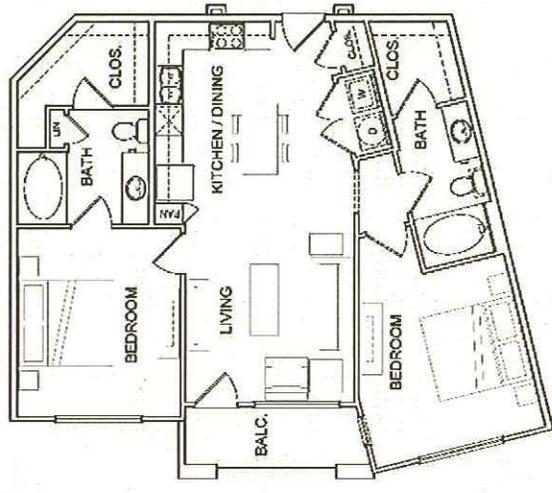
- UNIT PLAN GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF 2X4 STUD (3 1/2" X 1 1/2" ACTUAL DIM.)
  2. ALL ANGLES ARE 45 DEG. TO HORIZONTAL AND VERTICAL, UNLESS NOTED OTHERWISE.
  3. INTERIOR WALLS TO HAVE R-11 INSULATION AS INDICATED.
  4. R-11 INSULATION OCCURS AT ONE SIDE OF PARTY WALL BETWEEN UNITS.
  5. R-11 INSULATION AT UNIT ENTRY CORNER TO 10'-0" FROM ALL FLOORS.
  6. HATCHED AREAS INDICATE FINISH WORK TO BE PROVIDED FOR ALL WALLS, INCLUDING TOWEL BARS, CLOSET BARS, ELECTRICAL FIXTURES AND SHOWER BATHS.
  7. TEXTURE ON WALLS TO BE "DANCE PEEL" TEXTURE.



**3 B3 UNIT PLAN**  
SCALE: 1/8" = 1'-0"



**2 B2 UNIT PLAN**  
SCALE: 1/8" = 1'-0"



**1 B1 UNIT PLAN**  
SCALE: 1/8" = 1'-0"

**Allegro Phase II**  
15605 Dallas Parkway  
Addison, Texas  
(214) 655-1600

**Behringer Harvard Addison Circle Land, LLC**  
15601 Dallas Parkway  
Suite 600 Addison, Texas  
(214) 655-1600

**1/4" Scale**  
Unit Plans

**ARCHITECTURAL CONSULTANTS**  
15605 DALLAS PARKWAY  
ADDISON, TEXAS 75002  
TEL: (214) 655-1600  
FAX: (214) 655-1601  
WWW.BEHRINGERHARVARD.COM

**A202**

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Behringer Harvard Addison Circle Land, LLC  
 15601 Dallas Parkway  
 Suite 600 Addison, Texas  
 (214) 655-1600

Allegro Phase II  
 15605 Dallas Parkway  
 (Lot 3)  
 Addison, Texas

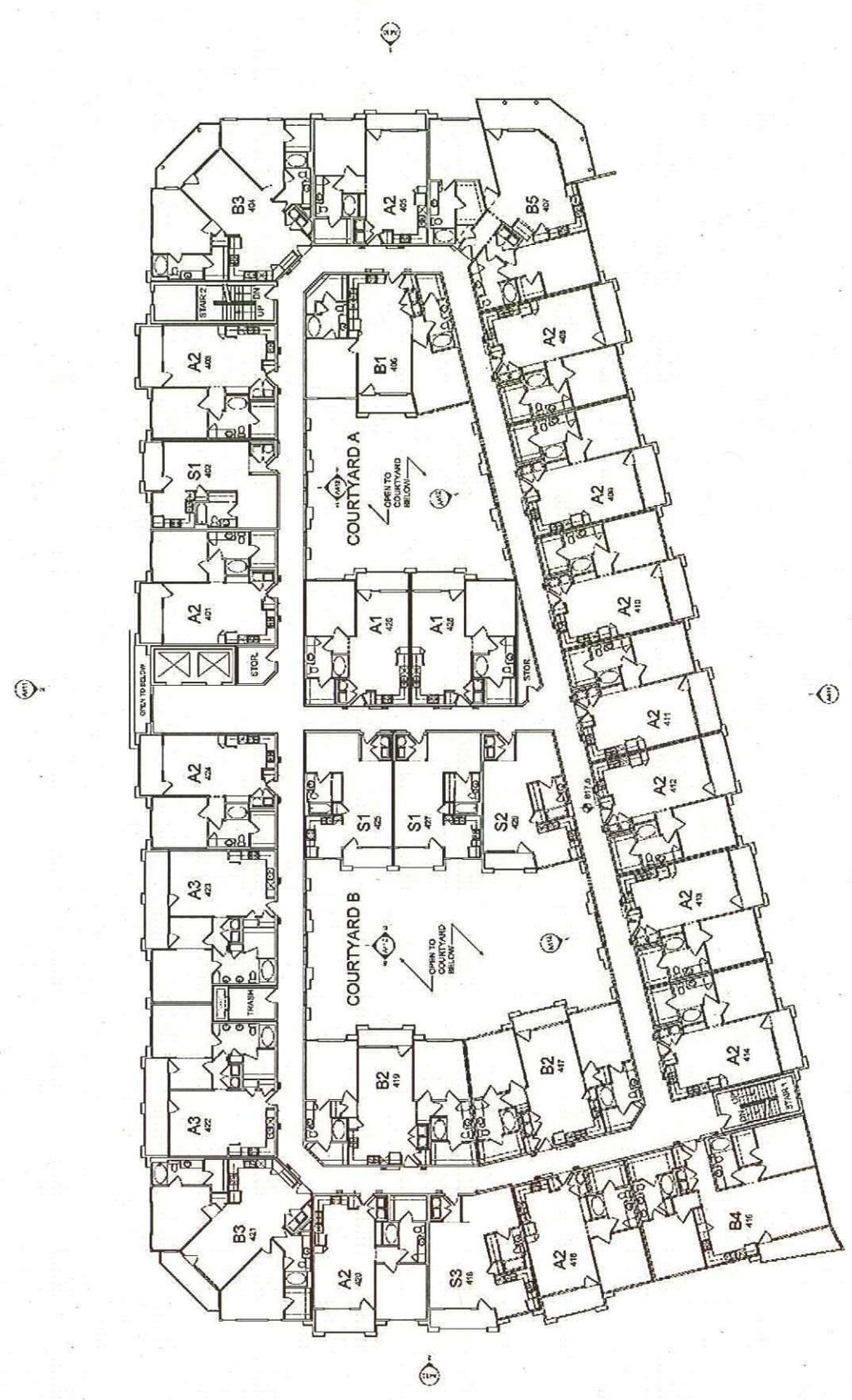
Building Plans  
 3/32" Scale

6/13/2011  
 PLAN  
 LEFT CORNER  
 FLM



ARCHITECTURAL DRAFTING & DESIGN, INC.  
 1100 W. 14th Street  
 Fort Worth, Texas 76102  
 (817) 336-1111

DATE: 6/13/2011  
 SHEET NO: 15  
 PROJECT NO: A315



1 BUILDING PLAN - LEVEL 4  
 SCALE: 3/32" = 1'-0"

Architectural Drafting & Design, Inc. is not responsible for any errors or omissions in this drawing. The user of this drawing is responsible for its accuracy and for any errors or omissions. The user of this drawing is also responsible for any errors or omissions in any other drawings or specifications. The user of this drawing is also responsible for any errors or omissions in any other drawings or specifications. The user of this drawing is also responsible for any errors or omissions in any other drawings or specifications.











Allegro Phase II  
 (Lot 3)  
 15605 Dallas Parkway  
 Addison, Texas  
 Behringer Harvard Addison Circle Land, LLC  
 15601 Dallas Parkway  
 Suite 600 Addison, Texas  
 (214) 655-1600

1/4" Scale  
 Conceptual  
 Cross Section

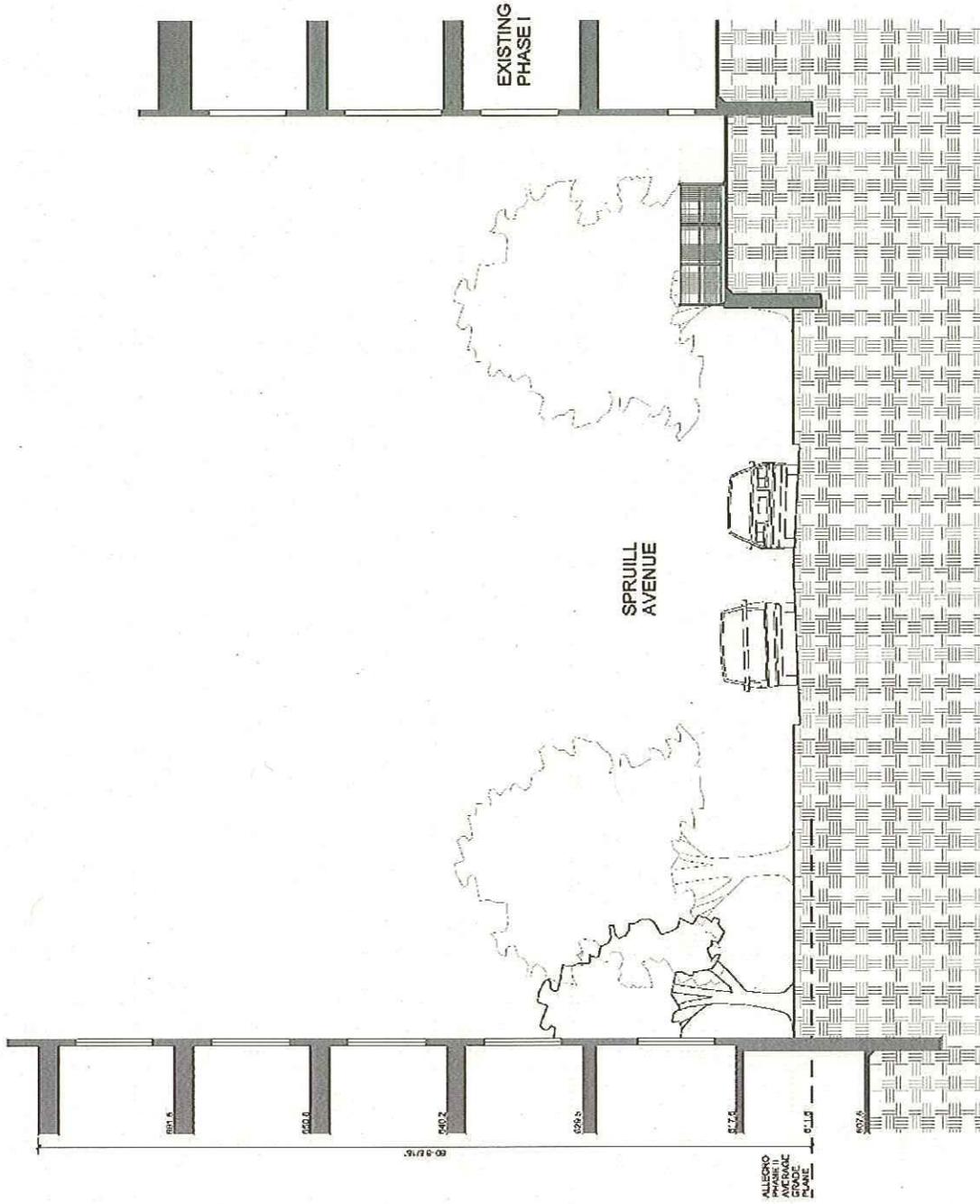
DATE: 01/13/11  
 PLAN  
 REVISION



ARCHITECTURAL CONSULTANTS & ENGINEERS  
 15000 North Central Expressway  
 Suite 1000 Dallas, Texas 75244  
 Phone: (214) 343-8800  
 Fax: (214) 343-8801  
 Website: www.acandeng.com

DATE: 01/13/11  
 PLAN  
 REVISION

A500



① CONCEPTUAL CROSS SECTION  
 SCALE: 1/4" = 1'-0"

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## Council Agenda Item: #R6

**AGENDA CAPTION:**

Presentation, discussion and consideration of approval of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Division 4, Attached Signs, Sec 62-163 at 4021 Belt Line Road, Suite 303 in order to provide for an attached mural sign with an area of approximately 195 square feet and logos and letters that exceed 24" and 27" in height.

**FINANCIAL IMPACT:**

None.

**BACKGROUND:**

Section 62-163 Area of the sign ordinance only allows an attached sign with an area of approximately 23 square foot and letters or logos that do not exceed 24 " in height between 100' and 150' from the street curb and 27" in height between 150' and 200 ft from the street curb.

The applicant is requesting an attached mural sign with an area of approximately 195 square feet and letters and logos that range from 29" to 8' in height.

This attached mural sign was installed without approval or a permit.

**RECOMMENDATION:**

Staff recommends denial.

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[APPLICATION](#)

Type:

Cover Memo

Addison!

BUILDING INSPECTION DEPARTMENT, 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

400.00

Application Date: 5/10/2011 Filing Fee: \$200.00

Applicant: Flippin' Out Crepes and Coffee

Address: 4021 Beltline Suite#: 303

Addison TX 75001 Phone#: 972-385-6183  
City State Zip Cell#: 361-563-3571  
Fax#: 361-563-3571

Status of Applicant: Owner \_\_\_\_\_ Tenant  Agent \_\_\_\_\_

Location where exception is requested:  
Back of building - North wall - 4021 Beltline 303 Addison

Reasons for Meritorious Exception:  
(see attached)

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

- 1. Lot Lines
- 2. Names of Adjacent Streets
- 3. Location of Existing Buildings
- 4. Existing Signs
- 5. Proposed Signs
- 6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid: 5-10-11 Check # 1032 Receipt # \_\_\_\_\_

# Flippin' Out

CREPES & COFFEE

May 9, 2011

The Town of Addison City Council:

We, at Flippin' Out Crepes, are petitioning the council to accept our mural on the back of our building located at 4021 Beltline Rd. We feel that this mural is an artistic expression and enhancement to the building, the property and ultimately the Town of Addison. The intention of the mural was not to draw attention to the building from the street but to enhance the experience of our patrons once they are in line at our drive thru.

Here are some compelling reasons for granting a meritorious exception:

- It is professionally done and visually appealing. It accents what is great about the Town of Addison and Dallas with images of airplanes, buildings and trees. The mural was done by an established artist; Kyle Wadsworth. [www.muralbykyle.com](http://www.muralbykyle.com)
- It does not function as a sign. We are not trying to attract attention to our business with this mural but only enhance the building and the experience while giving something for the customers to look at while waiting in line at the drive thru.
- The mural is behind the building and is not visible from Beltline and is 100 feet from Runyon Rd. with only a partially visible view.
- This location/building has been dormant for close to 2 years. We felt we needed to do something to rebrand this building and area of Addison to attract new patrons.
- Personalized fast casual gourmet restaurants are the latest restaurant trend. We feel this mural captures this trend while still representing The Town of Addison well.

We realize now that we should have submitted the mural design for the council's approval before we painted it. Had we known, we would have submitted the mural design before we painted. We apologize for this oversight.

Thank you for your consideration in this matter. We look forward to being a positive business partner and citizen for The Town of Addison.

Regards,



Carl Peterson  
President  
Flippin' Out Crepes and Coffee

## Lynn Chandler

---

**From:** Carl Peterson [carlbpeterson@yahoo.com]  
**Sent:** Thursday, May 12, 2011 10:06 PM  
**To:** Lynn Chandler  
**Subject:** Updated Pictures with Site Plan  
**Attachments:** Flippin Out - Site plan and Pic Locations.pdf; FO Mural From Runyon Rd - Pic #3.JPG

Lynn Chandler:

Total Mural Size is 15 ft wide by 13 High.

Letters: The F L and I are 29 inches. I can reduce this if it makes a difference

The Man: 42 inches tall and 4 inches tall

The Airplane: 36 inches wide by 50 feet wide

The Tree: is 7 feet tall by 40 inches

The Building: 44 Inches wide by 13 feet tall

The Reunion: 8 ft by 2 ft

The Clock: 44 inches by 24 inches wide

It is 100 feet from Runyon.

Let me know if you have any questions.

Thanks,

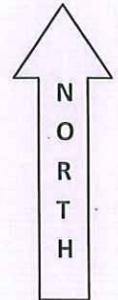
Carl Peterson

EXHIBIT "B"

<u>201</u>	<u>202</u>	<u>205</u>	<u>207</u>	<u>208</u>	<u>210</u>	<u>212-A</u>	<u>212-B</u>
Vacant	Vacant	Shaw Tattoo	Alpha Lock	One Nfiniti Salon	Office Suites	ABC Bartending	Sassy's Spa
1,800 sf	1,820 sf	1,200 sf	740 sf	1,355 sf	2,200 sf	1,015 sf	1,015 sf

2nd FLOOR

<u>101</u>	<u>103/104</u>	<u>106</u>	<u>109</u>
Lefty's Restaurant	Alpha Security	Earmark Audio	Sankofa Art's Kafe
2,700 sf	2,160 sf	4,587 sf	7,260 sf



1st FLOOR

Pic #3

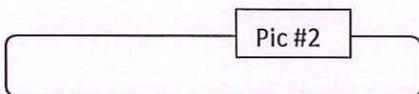
<u>302</u>	<u>300</u>
Vacant	Jason's Deli
2,240 sf	4,800 sf

Pic #1

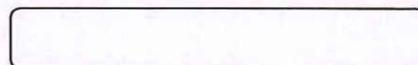


100 Feet

RUNYON ROAD



BELTLINE



ROAD

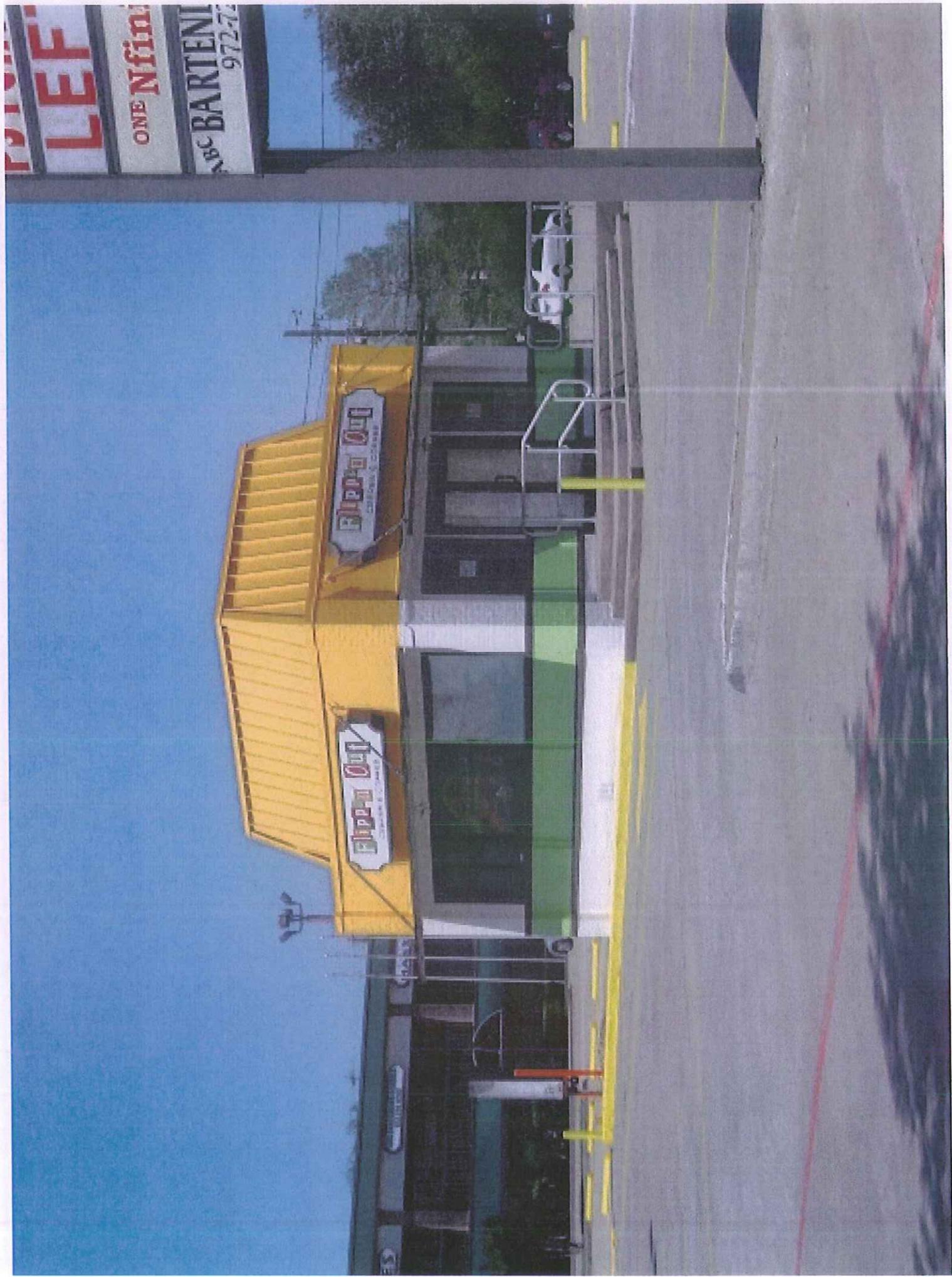
BELTLINE SQUARE

4021 BELTLINE ROAD  
ADDISON, TX 75001









## **Council Agenda Item: #R7**

### **AGENDA CAPTION:**

Discussion and consideration of approval of an increase in the authorized sworn strength of the Police Department from 62 to 63 positions by adding one police sergeant as a full time position at the Addison Airport.

### **FINANCIAL IMPACT:**

Annual Base Salary \$ 69,659.00

Employee Benefit Cost \$ 30,755.00

TOTAL \$ 100,415.00

### **BACKGROUND:**

Council authorization is requested to increase the authorized sworn strength of the Police Department from 62 to 63 positions by adding one police sergeant as a full time position at the Addison Airport. The objective of the sergeant's position is to serve as a liaison between the Town, airport management, and tenants to improve airport security, safety and compliance with FAA regulations. These objectives will be accomplished through a combination of increased police visibility, training of airport tenants/vendors and enforcement. The sergeant will supervise the motorcycle unit (4 officers) the K-9 officer and Addison Circle Storefront officer. This structure will provide the Airport Supervisor with direct control over police assets to use as needed to accomplish the following objectives:

Conduct and manage general law enforcement response on airport property.

Identify security threats at the airport.

Provide training when appropriate to airport tenants and vendors on FAA regulations concerning access and movement on the airport.

Develop safety and security strategies.

Assign personnel as needed to heighten security and safety.

Develop police response strategies to handle tenant specific and airport general emergency service needs.

Coordinate security and safety strategies with other city departments.

Alert the Fire Department to safety violations connected to their purview.

Assist the airport staff as may be required to enhance safety and security.

Serve as the department's liaison to the FAA and Customs.

Identify traffic and access situations and enforce applicable ordinance, or laws.

Be on the alert for evidence of criminal violations that could be secreted on the airport.

Keep up to date on applicable rules from the FAA and TSA.

Review and access national intelligence information related to airport operations.

**RECOMMENDATION:**

Staff recommends approval.

**COUNCIL GOALS:**

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

**ATTACHMENTS:**

Description:

Type:

No Attachments Available

## **Council Agenda Item: #R8**

### **AGENDA CAPTION:**

Presentation, discussion and consideration of approval of a contract with Jim Bowman Construction Co. LP in the amount of \$107,931.68 for concrete repairs to various streets, including Quorum Dr, Midway Rd and Westgrove Dr.

### **FINANCIAL IMPACT:**

This project is funded in the Streets operations budget.

### **BACKGROUND:**

On an annual basis, the Public Works department contracts the removal and replacement of failed concrete pavement on various Town streets. This project is designed to repair 29 pavement failures on five roadways. Bids were opened on May 31, 2011. The Town received two bids; the low bid was \$from Jim Bowman Construction Co. L.P. Jim Bowman Construction has a lengthy history of successfully completing similar projects for the Town of Addison.

### **RECOMMENDATION:**

Staff recommends approval.

### **COUNCIL GOALS:**

Promote Quality Transportation Services

### **ATTACHMENTS:**

Description:

Type:

No Attachments Available

## **Council Agenda Item: #R9**

### **AGENDA CAPTION:**

Consideration of approval of an interlocal agreement for cooperative purchasing with the City of Fort Worth and approval of an agreement with Chase Bank, N.A. regarding procurement card services.

### **FINANCIAL IMPACT:**

There are no costs associated with this item. The terms of the new agreement provide for slightly higher rebate rate than the expiring contract. However, given the volume of our purchases, this higher rate is not expected to generate a significant amount of additional revenue.

### **BACKGROUND:**

The Town of Addison currently operates a procurement card program through JP Morgan Chase, which, until January of 2011, held a state contract for this service. When that contract termed out, Addison filed a temporary extension until August to determine what options were available regarding the provision of procurement card services.

After examining the various options, it was determined that the best value for the Town would be to continue an arrangement with Chase. Of special importance was the outstanding service the Town has received through Chase's customer relations team. All disputes have been handled quickly and efficiently, and they have always been prompt in resolving any issues we have had.

Staff has worked with Chase to identify a contract which would leverage multiple entities to create economies of scale and provide the best overall value to the Town. In this process, it was determined that the Texas Procurement Card Consortium, sourced by a contract with the City of Fort Worth, would allow the town to essentially replicate most of the terms of the State of Texas contract. To take advantage of this contract, the Town would need to approve an interlocal agreement with Fort Worth.

### **RECOMMENDATION:**

Staff recommends approval.

**COUNCIL GOALS:**

Conduct the Business of the Town in a Fiscally Responsible Manner

**ATTACHMENTS:**

Description:

- [Resolution](#)
- [Cooperative Agreement](#)
- [Addison-Chase Contract](#)

Type:

- Backup Material
- Backup Material
- Backup Material

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCASHING AGREEMENT WITH THE CITY OF FORT WORTH, TEXAS PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING A TOWN REPRESENTATIVE IN CONNECTION WITH THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 271.102, Tex. Loc. Gov. Code, authorizes a local government, including a municipality, to participate in a cooperative purchasing program with another local government or a local cooperative organization, and further provides that that a local government that purchases goods or services pursuant to that statute satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

**WHEREAS**, Chapter 791, Tex. Gov. Code, authorizes a local government, including a municipality, to contract with another local government to perform governmental functions and services, including purchasing functions; and

**WHEREAS**, the Town of Addison, Texas desires to enter into a cooperative purchasing agreement in accordance with the said laws, that will, among other things, allow Addison and Fort Worth to purchase goods and services and avoid duplicate procurement efforts and obtain the benefits of volume purchasing.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

Section 1. Incorporation of Recitals. The above and foregoing recitals are true and are incorporated herein and made a part hereof.

Section 2. Approval of Cooperative Purchasing Agreement. The City Council of the Town of Addison, Texas (the "Town") does hereby approve that agreement for cooperative purchasing entitled "Cooperative Purchasing Agreement" ("Agreement") between the Town and the City of Fort Worth, Texas, a true and copy of which Agreement is attached hereto as Exhibit A and incorporated herein. The City Manager is authorized to execute the same on behalf of the Town of Addison.

Section 3. Representative. The City's Director of Finance, or the Director's designee, is, under the direction of the City Manager, hereby designated to act for the Town in all matters relating to the Agreement, including the designation of specific contracts in which the Town desires to participate.

Section 4. Effective Date. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this 14<sup>th</sup> day of June, 2011.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Lea Dunn, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Hill, City Attorney

**COOPERATIVE PURCHASING AGREEMENT**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the Town of Addison, Texas (“Addison”) and the City of Fort Worth, Texas (“Fort Worth”).

**WHEREAS**, both Addison and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

**WHEREAS**, Addison and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs, and by Chapter 791 of the Texas Government Code to contract with each other to perform governmental functions and services, including purchasing functions.

**NOW, THEREFORE**, for and in consideration of the mutual obligations and benefits contained herein, Addison and Fort Worth agree as follows:

**SECTION 1.** The purpose of this Agreement is to provide Addison and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

**SECTION 2.** The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

**SECTION 3.** At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Fort Worth has heretofore, in accordance with applicable State purchasing laws, entered into a contract with a vendor, JPMorgan Chase Bank N.A. (“Bank”), to provide commercial card services to Fort Worth, which contract includes the Bank’s agreement to offer the commercial card services to others, including Addison.

**SECTION 4.** Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have

City of Fort Worth & City of Addison  
Cooperative Purchasing Agreement

the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party.

**SECTION 5.** This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

**SECTION 6.** This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

**SECTION 7.** The parties acknowledge that each party and, if it so chooses, its counsel, has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**SECTION 8.** If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**SECTION 9.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**SECTION 10.** Execution of this Agreement does not obligate Addison or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

**SECTION 11.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**SECTION 12.** The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

**SECTION 13.** All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be

City of Fort Worth & City of Addison  
Cooperative Purchasing Agreement

deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF FORT WORTH**  
**1000 Throckmorton Street**  
**Fort Worth, Texas 76102**

**TOWN OF ADDISON**  
**5300 Belt Line Road**  
**Dallas, Texas 75254**

By: \_\_\_\_\_  
Karen L. Montgomery

By: \_\_\_\_\_  
Ron Whitehead

Title: Assistant City Manager

Title: City Manager

**APPROVED AS TO  
FORM AND LEGALITY:**

\_\_\_\_\_  
Denis McElroy  
Assistant City Attorney

\_\_\_\_\_  
John Hill  
City Attorney

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
Contract Authorization

\_\_\_\_\_  
Marty Hendrix, City Secretary

\_\_\_\_\_  
Lea Dunn, City Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date"), by and between Town of Addison, a municipality (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

### WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

- Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
- Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

- Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
- Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza, Suite IL1-0199  
Chicago, IL 60670-0199  
Attn: Commercial Card Contracts Manager

To the Participant: Town of Addison  
\_\_\_\_\_  
5350 Belt Line Road  
\_\_\_\_\_  
Dallas TX 75254  
\_\_\_\_\_  
Attn: Matthew E. McCombs  
\_\_\_\_\_

- Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

**BANK:**

By:

Name:

Title

**PARTICIPANT:**

By:

Name:

Title:

**Participant Attestation:**

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

Name:

Title

## **Council Agenda Item: #R10**

### **AGENDA CAPTION:**

Consideration, discussion, and approval of an ordinance approving a negotiated resolution between the Steering Committee of Cities Served by Oncor and Oncor Electric Delivery Company LLC regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse cities' reasonable expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; and providing for other related matters.

### **FINANCIAL IMPACT:**

Both revenues and expenses will be impacted by Oncor's new rates. Back in 2004, the Steering Committee and Oncor agreed to an increase in franchise fee payments of one percent per year for five years. In 2009, the PUC unilaterally canceled this agreed payment and Oncor returned to the old method of calculating franchise fees. The settlement reinstates the amended fee calculation and as a result, the Town will receive an immediate benefit of approximately \$110,000 of contested franchise fees from September 2009 through March of 2011 and, all things being equal, increase future annual franchise fee payments by an estimated \$75,000. Like other customers, the Town will be impacted by the higher rates charged by Oncor. The annual increase to expenditures is estimated at \$30,000. The Street department will be the most impacted since the tariffs governing unmetered street lights will be increasing by 14%.

### **BACKGROUND:**

Oncor Electric Delivery Company LLC (Oncor) is the electric transmission and distribution (T&D) company for all of North Texas. Although electric power generation and the retail sale of electric power in Texas is deregulated, the T&D of power is a monopolistic enterprise, and therefore remains a regulated part of the electric market. For most residential and business customers the T&D charges represent about one-third of their monthly electric bill.

Like many home rule cities, Addison has retained original jurisdiction for reviewing and approving of rates of regulated utilities. In January, 2011, Oncor filed with the Town, as well as over 160 other cities, an application to increase electric rates. The application for new rates would have increased Oncor's rate base by an estimated \$353 million and would have resulted in a 14.6% increase (about \$5.00) in the average home owner's monthly T&D electric bill. At its January 25, 2011 meeting, Council passed a resolution that suspended the rate increase and authorized participation in the Steering Committee of Cities Served by Oncor review and negotiation of reasonable rates with Oncor.

The Steering Committee and Oncor have reached a settlement that reduces the rate request from \$353 million to \$136.7 million, with a resulting reduction to the average homeowner from 14.6% to about 6.2%. Business rate increases range from 7% to 10% depending on electric power load. The rate increases will be distributed in two phases, with average rates going up approximately 4% July 1, 2011 and another 2% on January 1, 2012.

Council has the choice of rejecting the settlement, in which case Oncor would appeal the Addison rates to the Public Utilities Commission. Because the Commission has tended to side with the various utilities it regulates, it is likely the higher rates would be approved and applied to Addison customers. The Town would also have to employ its own rate consultants to justify the rejection of rates, incurring potentially hundreds of thousands of dollars of consultant costs. Because of its involvement with the Steering Committee, the Town is able to share the consultant costs with the other 160 city members of the Committee.

**RECOMMENDATION:**

It is recommended council approve the ordinance and associated tariffs.

**COUNCIL GOALS:**

Conduct the Business of the Town in a Fiscally Responsible Manner, Take actions to make Addison a leader in sustainable development and operations that protect and enhance the Town's quality of life

## ATTACHMENTS:

Description:

- [Rate Ordinance](#)
- [Attachment A](#)
- [Attachment B](#)
- [Attachment C](#)

Type:

Ordinance  
Exhibit  
Exhibit  
Exhibit

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR (“STEERING COMMITTEE”) AND ONCOR ELECTRIC DELIVERY COMPANY LLC (“ONCOR” OR “COMPANY”) REGARDING THE COMPANY’S APPLICATION TO INCREASE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ONCOR’S PROOF OF REVENUES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE’S LEGAL COUNSEL.**

WHEREAS, the City of \_\_\_\_\_, Texas (“City”) is an electric utility customer of Oncor Electric Delivery Company LLC (“Oncor” or “ Company”), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”), a coalition of approximately 160 similarly situated cities served by Oncor that have joined together to facilitate the review of and response to electric issues affecting rates charged in the Oncor service area; and

WHEREAS, on or about January 7, 2011, Oncor filed with the City its application to increase electric base rates by approximately \$353 million, such increase to be effective in every municipality within Oncor’s service territory; and

WHEREAS, the Steering Committee coordinated their review of Oncor's filing by designating an Executive Committee made up of Steering Committee representatives, assisted by Steering Committee attorneys and consultants, to resolve issues identified by the Steering Committee in the Company's filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the Steering Committee's rate experts concluded that Oncor is able to justify an increase over current rates of \$136.7 million; and

WHEREAS, the Steering Committee has entered a Settlement Agreement ("Attachment C") with Oncor to increase base rate revenues by \$136.7 million; and

WHEREAS, the Executive Committee of the Steering Committee, and the Steering Committee's lawyers and consultants recommend that Steering Committee members approve the attached rate tariffs ("Attachment A" and "Attachment B" to this Ordinance), which will increase the Company's revenue requirement by \$136.7 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the Steering Committee and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's filing and the resulting rates are, as a whole, in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for electric service provided by Oncor are unreasonable and new tariffs, which are attached hereto and incorporated herein as Attachments A and B, are just and reasonable and are hereby adopted.

Section 3. That Oncor shall reimburse the reasonable ratemaking expenses of the Steering Committee in processing the Company's rate application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the

City than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

Section 8. That this Ordinance and Settlement Agreement (“Attachment C”) shall become effective from and after its passage with rates authorized by attached Tariffs to be effective in two phases. Phase one tariffs (attached to this Ordinance as “Attachment A”), increasing Oncor’s revenues by \$93.7 million, are effective for bills rendered on or after July 1, 2011. Phase two tariffs (attached to this Ordinance as “Attachment B”), increasing Oncor’s revenues by \$43 million, are effective for bills rendered on or after January 1, 2012.

Section 9. That a copy of this Ordinance shall be sent to Oncor, care of Atry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23<sup>rd</sup> Floor, Dallas, Texas 75201 and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## ATTACHMENT A

**TARIFF  
FOR  
RETAIL DELIVERY SERVICE**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

1616 Woodall Rodgers Fwy  
Dallas, Texas 75202-1234

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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**Chapter 1: Definitions**

The following definitions apply to Company's Tariff for Delivery Service, including the service rules and regulations, policies, Rate Schedules and Riders, and to any Service Agreements made pursuant to the Tariff, unless specifically defined otherwise therein.

**ACTUAL METER READING.** A Meter Reading whereby Company has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

**AFFILIATED RETAIL ELECTRIC PROVIDER.** A retail electric provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

**APPLICABLE LEGAL AUTHORITIES.** A Texas or federal law, rule, regulation, or applicable ruling of the Commission or any other regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, applicable ruling, procedure, protocol, guide or guideline the Independent Organization, or any entity authorized by the Independent Organization to perform registration or settlement functions.

**BANKING HOLIDAY.** Any day on which the bank designated by Company as the repository for payment of funds due to Company under this Tariff is not open for business.

**BILLING DEMAND.** Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

**BILLING DETERMINANTS.** Measured, calculated, or specified values used to determine Company's Delivery Charges that can be transmitted to the CR on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

**BUSINESS DAY.** Any day on which Company's corporate offices are open for business.

**CENTRAL PREVAILING TIME, CPT.** As established by national time standards, either Central Standard Time or Central Day-Light time.

**CODES.** Federal, state, or local laws, or other rules or regulations governing electrical installations.

**COMMISSION, PUC, or PUCT.** The Public Utility Commission of Texas.

**COMPANY.** The transmission and distribution utility providing Delivery Service pursuant to this Tariff, and its respective officers, agents, employees, successors, and assigns.

**COMPANY'S DELIVERY SYSTEM.** The portion of the Delivery System that is owned by Company.

**COMPETITIVE RETAILER (CR).** A Retail Electric Provider, or a Municipally Owned Utility, or an Electric Cooperative that offers customer choice in the restructured competitive electric power market or any other entity authorized to provide Electric Power and Energy in Texas. For purposes of this Tariff, a Municipally Owned Utility or an Electric Cooperative is only considered a Competitive Retailer where it sells retail Electric Power and Energy outside its certified service territory.

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**CONSTRUCTION SERVICE.** Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of Delivery System facilities, including temporary facilities.

**CONSTRUCTION SERVICE CHARGE.** Commission authorized charges to recover costs associated with Construction Services.

**DELIVERY.** The movement of Electric Power and Energy through Company's electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

**DELIVERY CHARGES.** Commission authorized rates and charges for the use of Company's Delivery System. Delivery Charges comprise Delivery System Charges and Discretionary Charges.

**DELIVERY SERVICE.** The service performed by Company pursuant to this Tariff for the Delivery of Electric Power and Energy. Delivery Service comprises Delivery System Services and Discretionary Services.

**DELIVERY SERVICE AGREEMENT.** The standard, pro-forma document set forth in this Tariff in which Company and Competitive Retailer agree to be bound by the terms and conditions of Company's Tariff.

**DELIVERY SYSTEM.** The electric lines, and other equipment, including transformers, owned by Company and the Meters, including Non-Company Owned Meters, used in the Delivery of Electric Power and Energy.

**DELIVERY SYSTEM CHARGES.** Commission authorized charges to recover costs associated with Delivery System Services.

**DELIVERY SYSTEM SERVICES.** Delivery Services whose costs are attributed to all Retail Customers that receive Delivery Service from Company and charged to Competitive Retailers serving Retail Customers under the Rate Schedules specified in Section 6.1.1, DELIVERY SYSTEM CHARGES. Delivery System Services are all Tariffed Delivery Services provided by Company that are not specifically defined as Discretionary Services.

**DEMAND.** The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured in kW or kVA.

**DISCRETIONARY CHARGES.** Commission authorized charges to recover costs associated with Discretionary Services.

**DISCRETIONARY SERVICES.** Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in Chapter 6.

**ELECTRIC COOPERATIVE.** An electric cooperative as defined in PURA §11.003(9).

**ELECTRIC POWER AND ENERGY.** The kWh, the rate of Delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

**ELECTRIC SERVICE IDENTIFIER or ESI ID.** The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

**ERCOT.** The Electric Reliability Council of Texas, Inc.

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**ESTIMATED METER READING.** The process by which Billing Determinants are estimated when an Actual Meter Reading is not obtained.

**FACILITY EXTENSION POLICY.** The Company policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections for temporary services, and relocation of facilities.

**FACILITY EXTENSION AGREEMENT.** The Service Agreement pursuant to this Tariff that must be executed by Company and the entity (either a Retail Customer or Retail Electric Provider) requesting certain Construction Services before Company can provide such Construction Services to the requesting entity.

**GOOD UTILITY PRACTICE.** This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, Definitions, or its successor.

**HOME AREA NETWORK (HAN) PROVISIONED METER.** An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which the HAN communications are operational.

**INDEPENDENT ORGANIZATION or IO.** The organization authorized to perform the functions prescribed by PURA §39.151.

**KILOVOLT AMPERES or kVA.** 1000 Volt-Amperes.

**KILOWATT or kW.** 1000 Watts.

**KILOWATT-HOUR or kWh.** 1000 Watt-hours.

**LOAD FACTOR.** The ratio, usually stated as a percentage, of actual kWh used during a designated time period to the maximum kW of Demand times the number of hours occurring in the designated time period.

**METER or BILLING METER.** A device, or devices for measuring the amount of Electric Power and Energy delivered to a particular location for Company billing, CR billing and as required by ERCOT. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Commercial and industrial Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner in accordance with P.U.C. SUBST. R. 25.311, Competitive Metering Services and other Applicable Legal Authorities.

**METER DATA.** All data contained within the Meter.

**METER OWNER.** Entity authorized by the Retail Customer to own the Meter. Entity could be Retail Customer, Competitive Retailer, or other entity designated by the Retail Customer as permitted by Applicable Legal Authorities. If the Retail Customer is not eligible for competitive metering or does not choose to participate in competitive metering the Meter Owner shall be Company.

**METER READING.** The process whereby Company collects the information recorded by Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

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**METER READING SCHEDULE.** No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

**METERING EQUIPMENT.** Required auxiliary equipment that is owned by Company and used with the billing meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

**MUNICIPALLY OWNED UTILITY.** A utility owned, operated, and controlled by a municipality or by a nonprofit corporation, the directors of which are appointed by one or more municipalities, as defined in PURA §11.003(11).

**NON-COMPANY OWNED METER.** A Meter on the ERCOT-approved competitive Meter list that is owned by an entity other than the Company. Unless otherwise expressly provided herein, a Non-Company Owned Meter shall be treated under this Tariff as if it were a Meter owned by the Company.

**POINT OF DELIVERY.** The point at which Electric Power and Energy leaves the Delivery System.

**POINT OF SUPPLY.** The point at which Electric Power and Energy enters the Delivery System.

**POWER FACTOR.** The ratio of real power, measured in kW, to apparent power, measured in kVA, for any given load and time, generally expressed as a percentage.

**PREMISES.** A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon.

**PROVIDER OF LAST RESORT (POLR).** A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers.

**PURA.** Public Utility Regulatory Act, TEXAS UTILITIES CODE ANNOTATED.

**RATE SCHEDULE.** A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply. As used in this Tariff, the term Rate Schedule includes all applicable Riders.

**REGISTRATION AGENT.** Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

**RETAIL CUSTOMER.** An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

**RETAIL CUSTOMER'S ELECTRICAL INSTALLATION.** All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Company.

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**RETAIL CUSTOMER'S ELECTRICAL LOAD.** The power and energy required by all motors and other electricity-consuming devices located on Retail Customer's Premises that are operated simultaneously using Electric Power and Energy delivered by Company.

**RETAIL ELECTRIC PROVIDER or REP.** As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

**RETAIL SEASONAL AGRICULTURAL CUSTOMER.** A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

**RIDER.** An attachment to a Rate Schedule that defines additional service options, pricing, conditions, and limitations for that class of service.

**SCHEDULED METER READ DATE.** Date Company is scheduled to read the Meter according to the Meter Reading Schedule.

**SERVICE AGREEMENT.** Any Commission-approved agreement between Company and a Retail Customer or between Company and a Competitive Retailer, which sets forth certain information, terms, obligations and/or conditions of Delivery Service pursuant to the provisions of this Tariff.

**SERVICE CALL.** The dispatch of a Company representative to a Delivery Service address or other designated location for investigation of a complete or partial service outage, irregularity, interruption or other service related issue.

**SETTLEMENT PROVISIONED METER.** An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which 15-minute interval data is sent to and accepted by ERCOT for settlement purposes.

**SWITCHING FEE.** Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching the Competitive Retailer that does not relate to recovering any utility cost or expenses already included in Commission-approved Delivery Charges included in Chapter 6 of this Tariff.

**TAMPER or TAMPERING.** Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could adversely affect the integrity of billing data or the Company's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

**TARIFF.** The document filed with, and approved by, the PUC pursuant to which Company provides Delivery Service. It is comprised of Rate Schedules, Riders, and service rules and regulations. The service rules and regulations include definitions, terms and conditions, policies, and Service Agreements.

**TEXAS SET, TX SET or SET.** A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.

**TRANSITION CHARGES or TC.** Charges established pursuant to a financing order issued by the Commission.

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**VALID INVOICE.** An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission rules, and have not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

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## **Chapter 2: Descriptions of Company's Certified Service Area**

### **2.0 Utility Operations**

Oncor Electric Delivery Company LLC is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas.

### **2.1 Cities Previously Served by TXU Electric**

Abbott	Canton	Elgin
Ackerly	Carbon	Elkhart
Addison	Carrollton	Emhouse
Aledo	Cashion Community	Enchanted Oaks
Allen	Cedar Hill	Ennis
Alma	Celina	Eules
Alvarado	Centerville	Eureka
Alvord	Chandler	Eustace
Andrews	Chico	Everman
Angus	Chireno	Fairview (Collin Co.)
Anna	Clarksville	Farmers Branch
Annetta	Cleburne	Fate
Annetta North	Coahoma	Ferris
Annetta South	Cockrell Hill	Florence
Annona	Colleyville	Flower Mound
Appleby	Collinsville	Forest Hill
Archer City	Colorado City	Forney
Argyle	Comanche	Forsan
Arlington	Commerce	Fort Worth
Athens	Como	Frisco
Aurora	Cool	Frost
Austin	Cooper	Gainesville
Azle	Coppell	Garland
Balch Springs	Copperas Cove	Garrett
Bangs	Corinth	Georgetown
Bardwell	Corsicana	Gholson
Barry	Crandall	Glenn Heights
Bartlett	Crane	Godley
Bedford	Cresson	Golinda
Bellevue	Crockett	Goodlow
Bellmead	Crossroads	Gorman
Bells	Crowley	Graford
Belton	Cumby	Graham
Benbrook	Cushing	Grand Prairie
Beverly Hills	Dallas	Grandfalls
Big Spring	Dalworthington Gardens	Grandview
Blanket	Dawson	Granger
Blooming Grove	Dean	Grapeland
Blue Mound	Decatur	Grapevine
Bonham	DeLeon	Gun Barrel City
Boyd	Denison	Gunter
Breckenridge	Denton	Haltom City
Bridgeport	DeSoto	Harker Heights
Brownsboro	Diboll	Haslet
Brownwood	Dish	Heath
Bruceville-Eddy	Dodd City	Hebron
Buckholts	Dorchester	Henrietta
Buffalo	Dublin	Hewitt
Burkburnett	Duncanville	Hickory Creek
Burke	Early	Hideaway
Burleson	Eastland	Highland Park
Bynum	Ector	Hillsboro
Caddo Mills	Edgecliff Village	Holland
Cameron	Edgewood	Holliday
Campbell	Edom	Honey Grove
Caney City	Electra	Howe

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Hubbard	Millsap	Roscoe
Hudson	Mineral Wells	Rosser
Hudson Oaks	Mobile City	Round Rock
Huntington	Monahans	Rowlett
Hurst	Moody	Roxton
Hutchins	Morgan's Point Resort	Royse City
Hutto	Mount Calm	Runaway Bay
Iowa Park	Muenster	Sachse
Irving	Murchison	Sadler
Italy	Murphy	Saginaw
Itasca	Mustang	Salado
Jacksboro	Nacogdoches	Sanctuary
Jarrell	Navarro	Sansom Park Village
Jewett	Nevada	Savoy
Jolly	New Chapel Hill	Seagoville
Josephine	New Fairview	Shady Shores
Joshua	Newark	Sherman
Justin	Neylandville	Snyder
Kaufman	Nolanville	Southlake
Keene	Nooday	Southmayd
Keller	Northlake	Springtown
Kemp	North Richland Hills	St. Paul
Kennedale	O'Donnell	Stanton
Kerens	Oak Grove	Stephenville
Killeen	Oak Leaf	Streetman
Knollwood	Oak Point	Sulphur Springs
Krum	Oak Valley	Sunnyvale
Lacy-Lakeview	Oakwood	Sweetwater
Ladonia	Odessa	Taylor
Lake Bridgeport	Oglesby	Temple
Lake Dallas	Ovilla	Terrell
Lake Worth	Palestine	The Colony
Lakeside	Palmer	Thorndale
Lakeside City	Pantego	Thorntonville
Lamesa	Paradise	Thrall
Lancaster	Paris	Tira
Latexo	Parker	Tool
Lavon	Payne Springs	Trinidad
Leona	Pecan Gap	Trophy Club
Leroy	Pecan Hill	Troy
Lewisville	Penelope	Tyler
Lindale	Pflugerville	University Park
Lindsay	Plano	Valley View
Lipan	Pleasant Valley	Van
Little Elm	Ponder	Van Alstyne
Little River Academy	Post Oak Bend	Venus
Lorraine	Pottsboro	Waco
Lorena	Powell	Watauga
Lovelady	Poynor	Waxahachie
Lowry Crossing	Princeton	Weatherford
Lucas	Prosper	Weir
Lufkin	Pyote	Wells
Mabank	Quinlan	West
Malakoff	Ranger	Westbrook
Malone	Ravenna	Westover Hills
Manor	Red Oak	Westworth Village
Mansfield	Reno (Lamar Co.)	Whitehouse
Marquez	Reno (Parker Co.)	White Settlement
Maypearl	Retreat	Wichita Falls
McGregor	Rhome	Wickett
McKinney	Rice	Willow Park
McLendon-Chisholm	Richardson	Wills Point
Melissa	Richland	Wilmer
Mertens	Richland Hills	Windom
Mesquite	River Oaks	Wink
Midland	Roanoke	Wolfe City
Midlothian	Robinson	Woodway
Milano	Rockdale	Wylie
Mildred	Rockwall	Yantis
Milford	Rogers	Zavalla

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**2.2 Cities Previously Served by TXU SESCO**

Alto	Jacksonville	Rosebud
Arp	Lott	Rusk
Bullard	Marlin	Teague
Coolidge	Mart	Tehuacana
Fairfield	Mexia	Thornton
Frankston	New Summerfield	Troup
Gallatin	Overton	Whitehouse
Groesbeck	Riesel	Wortham

**2.3 Counties Previously Served by TXU Electric**

Anderson	Fisher	Palo Pinto
Andrews	Freestone	Parker
Angelina	Gaines	Pecos
Archer	Glasscock	Rains
Bastrop	Grayson	Reagan
Baylor	Henderson	Red River
Bell	Hill	Reeves
Borden	Hood	Rockwall
Bosque	Hopkins	Rusk
Brown	Houston	Scurry
Burnet	Howard	Shackelford
Cherokee	Hunt	Smith
Clay	Jack	Stephens
Coke	Johnson	Sterling
Coleman	Kaufman	Tarrant
Collin	Kent	Terry
Comanche	Lamar	Tom Green
Cooke	Lampasas	Travis
Coryell	Leon	Trinity
Crane	Limestone	Upton
Culberson	Loving	Van Zandt
Dallas	Lynn	Ward
Dawson	Martin	Wichita
Delta	McLennan	Wilbarger
Denton	Midland	Williamson
Eastland	Milam	Winkler
Ector	Mitchell	Wise
Ellis	Montague	Wood
Erath	Nacogdoches	Young
Falls	Navarro	
Fannin	Nolan	

**2.4 - Counties Previously Served by TXU SESCO**

Anderson	Henderson	Rusk
Cherokee	Limestone	Smith
Falls	McLennan	
Freestone	Milam	

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**Chapter 3: General Service Rules & Regulations**

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## **Chapter 3: General Service Rules & Regulations**

### **3.1. APPLICABILITY**

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of Transmission Service by non-ERCOT utilities. Neither does this Tariff apply to the provision of Delivery Service to Wholesale Customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of the Tariff.

### **3.2 GENERAL**

Company will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within the Company's service territory and served by Competitive Retailers. Company has no ownership interest in any Electric Power and Energy it delivers. Company will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff, which establishes the rates, terms and conditions, and policies for such access. Company will provide Delivery Services to Retail Customers and Competitive Retailers pursuant to this Tariff. Company shall provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and shall provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers.

This tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

### **3.3 DESCRIPTION OF SERVICE**

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the Premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate Rate Schedule.

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

### **3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE**

All charges associated with a Delivery Service provided by Company must be authorized by the Commission and included as a Tariffed charge in Section 6.1, RATE SCHEDULES.

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**3.5 AVAILABILITY OF TARIFF**

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

**3.6 CHANGES TO TARIFF**

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC. In the event that Company determines it necessary to change its application of an existing Tariff provision, Company shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 30 Business Days in advance of any change in application of an existing Tariff provision.

**3.7 NON-DISCRIMINATION**

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

**3.8 FORM OF NOTICE**

A notice, demand or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. Any notice, demand or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service

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Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of the Tariff, the "designated contact" shall be the contact(s) designated in the Delivery Service Agreement.

**3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE**

Company shall designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Competitive Retailers. Company shall also designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Retail Customers. Company shall identify to the Commission a Delivery Service contact person(s), either by name or by title, and shall provide convenient access through its Internet website to the name or title, telephone number, mailing address and electronic mail address of its Delivery Service contact person(s). Company may change its designation by providing notice to the Commission, and Competitive Retailers utilizing Delivery Service by the Company, updating such information on the Company's website, and by direct notice to Retail Customer requesting Construction Service.

**3.10 INVOICING TO STATE AGENCIES**

Notwithstanding any provisions in this Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

**3.11 GOVERNING LAWS AND REGULATIONS**

Company's provision of Delivery Service is governed by all Applicable Legal Authorities as defined herein. This Tariff is to be interpreted to conform therewith. Changes in applicable laws, rules, or regulations shall become effective with regard to this Tariff, and any Service Agreements made pursuant to it, as of the effective date of such law, rule or regulation.

**3.12 GOOD-FAITH OBLIGATION**

Company, Competitive Retailer, and Retail Customer will cooperate in good-faith to fulfill all duties, obligations, and rights set forth in this Tariff. Company, Competitive Retailer, and Retail Customer will negotiate in good-faith with each other concerning the details of carrying out their duties, obligations, and rights set forth in this Tariff.

**3.13 QUALITY OF DELIVERY SERVICE**

Company will use reasonable diligence to provide continuous and adequate Delivery of Electric Power and Energy in conformance with Applicable Legal Authorities, but Company does not guarantee against irregularities or interruptions.

**3.14 COOPERATION IN EMERGENCIES**

Company, Competitive Retailer, and any Retail Customer shall cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the Delivery of Electric Power and Energy or the safety and security of persons and property.

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**3.15 SUCCESSORS AND ASSIGNS**

This Tariff shall inure to the benefit of, and be binding upon, Company, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

**3.16 EXERCISE OF RIGHT TO CONSENT**

Company, Competitive Retailer, or Retail Customer shall not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. Company, Competitive Retailer, or Retail Customer further shall not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

**3.17 WAIVERS**

The failure of Company, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

**3.18 NON-BUSINESS DAY DESIGNATIONS**

Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. Company may designate other days as Non-Business Days to reflect additional holiday observances by posting the designation on the Company website no later than October 31 of the preceding calendar year.

**3.19 PUBLIC SERVICE NOTICE**

Company shall, as required by the Commission after reasonable notice, provide public service notices.

**3.20 HEADINGS**

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

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**Chapter 4: Service Rules and Regulations Relating to  
Access to Delivery System of Company by Competitive  
Retailers**

**4.1 GENERAL SERVICE RULES AND REGULATIONS**

**4.1.1 APPLICABILITY OF CHAPTER**

This Chapter governs the terms of access to and conditions of the provision of Delivery Service by Company to Competitive Retailers, whether the Competitive Retailer has entered into a Service Agreement or not. This Chapter also applies to Competitive Retailers utilizing the Delivery System of the Company unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Delivery Service from Company.

**4.1.2 REQUIRED NOTICE**

Notice to Competitive Retailer and Company shall be provided pursuant to Section 3.8, FORM OF NOTICE.

**4.2 LIMITS ON LIABILITY**

**4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS**

This Tariff is not intended to limit the liability of Company or Competitive Retailer for damages except as expressly provided in this Tariff.

*Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical Delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.*

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Competitive Retailer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

**4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

*Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by*

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*any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.*

#### **4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES**

Company and Competitive Retailer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 4.2.1, LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.

#### **4.2.4 FORCE MAJEURE**

*Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.*

#### **4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS**

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its Delivery System or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in the Company's sole judgment, for inspection, test, repair, or changes in the Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of the outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of Broadband over Powerline (BPL) shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

#### **4.2.6 LIMITATION OF WARRANTIES BY COMPANY**

*Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including, but without limitation, warranties of merchantability or fitness for a particular purpose.*

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### **4.3 SERVICE**

#### **4.3.1 ELIGIBILITY**

A Competitive Retailer is eligible for Delivery Service when:

- (1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and
- (2) Competitive Retailer and Company execute a Delivery Service Agreement; or
- (3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

#### **4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)**

For purposes of this section, "Initiation of Delivery System Service" refers to the actions taken by Company to energize a Retail Customer's connection to the Delivery System.

##### **4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED**

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

- (1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

If a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to

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the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

**4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED**

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail Customer. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

**4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES**

A Competitive Retailer may request Discretionary Services from Company. Such requests for Discretionary Service must include the following information and any additional data elements required by Applicable Legal Authorities:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence;
- (4) Service address (including City and zip code) and directions to location, and access instructions as needed;
- (5) Discretionary Services requested; and
- (6) Date requested for Company to perform or provide Discretionary Services.

For an electronic service request sent by Competitive Retailer, Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request as required by Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

Competitive Retailer shall be responsible for informing its Retail Customers how to obtain Discretionary Services, including Construction Services consistent with the requirements of Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.

**4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out-of-cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out-of-cycle Meter Read shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is

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made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

#### **4.3.5 SWITCHING FEE**

Company shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

#### **4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES**

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based upon the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets for new customers no later than the conclusion of its next general rate case. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

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Subsequent to the selection of a Rate Schedule, the Competitive Retailer shall notify Company of any change of which it is aware in the Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule.

Upon notice to the Competitive Retailer, Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

A change in Rate Schedule that does not require a change in Billing Determinants, shall be applicable for the entire billing cycle in which the change in Rate Schedule is made if the request is made at least two Business Days before the scheduled Meter Read date for that Retail Customer. If a change in the Company's facilities, the Meter used to serve a Retail Customer, or a Rate Schedule requires a different methodology or different Billing Determinants, then such change shall be effective in the next full billing cycle.

#### **4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY**

Competitive Retailer shall timely supply to Company all data, materials, or other information specified in this Tariff, including current customer names, telephone number, and mailing address, in connection with Company's provision of Delivery Services to Competitive Retailer's Retail Customers, if required. Such information shall be used only for Company operations or in transitions of customers to another REP or POLR in accordance with Applicable Legal Authorities and will be subject to the provisions of the code of conduct rule, P.U.C. SUBST. R. 25.272(g), Code of Conduct for Electric Utilities and Their Affiliates.

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities. The requirement that a Competitive Retailer provide the information listed above, regardless of the option chosen shall be effective July 1, 2007.

#### **4.3.8 SUSPENSION OF DELIVERY SERVICE**

##### **4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE**

Company may, without prior notice, intentionally suspend Delivery Service to a Competitive Retailer's Retail Customer where a known dangerous condition exists for as long as the condition exists, provided that such suspension does not result in other dangerous or life-threatening conditions. Company shall notify, as soon as practicably possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Company may also suspend service without prior notice when such suspension is authorized by Applicable Legal Authorities.

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be provided by electronic notice to all certificated

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Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of the outage.

Nothing in this section is intended to take precedence over the timely restoration of service.

**4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION**

**4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS**

Upon receipt of an application for eligibility for critical care or chronic condition residential status, Company shall:

- (1) Follow the procedures outlined in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a critical care residential customer or chronic condition residential customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;
- (2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a critical care residential customer or chronic condition residential customer; and
- (3) Ensure ESI IDs are properly identified for critical care or chronic condition status in Company systems and on applicable Retail Market transactions.

**4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY**

Upon receipt of a request for designation as a critical load industrial customer or critical load public safety customer Company shall:

- (1) Follow the Company-established process for evaluating the request for Critical Load status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Load designation within one month of Company's receipt of the application;
- (2) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
- (3) Ensure ESI IDs are properly identified for critical load status in Company systems and on applicable Retail Market transactions.

**4.3.9.3 OTHER COMPANY RESPONSIBILITIES**

Company shall fulfill any other responsibilities pursuant to P.U.C. Subst. R. 25.497.

**4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

Upon notice to Competitive Retailer, Company may suspend Delivery Service to Retail Customer:

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- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

Company shall provide electronic notice pursuant to Section 3.8, FORM OF NOTICE, of any noticed suspension of service to Competitive Retailers, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

#### **4.3.11 RESTORATION OF DELIVERY SERVICE**

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice of restoration of service as soon as practicably possible.

#### **4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER**

Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

##### **4.3.12.1 MOVE OUT REQUEST**

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction. Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two

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Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

**4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF  
COMPETITIVE RETAILER CHARGES; RECONNECTION  
AFTER DISCONNECTION**

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of the tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery.

For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter that Company cannot successfully communicate with at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For such premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day, if possible, but no later than the close of Company's next field operational day.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which the Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of a request.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, Retail Electric Service Using a Customer Prepayment Device or System, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.

For all premises, standard reconnect requests received by Company between 2:00 PM CPT and 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day may be considered received at 8:00 AM CPT on the next Business Day.

**4.3.13 CUSTOMER REQUESTED CLEARANCE**

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

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## **4.4 BILLING AND REMITTANCE**

### **4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES**

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Read for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

### **4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES**

Construction Service Charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, Company shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.

### **4.4.3 INVOICE CORRECTIONS**

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, meter inaccuracies, and Meter Reading errors. Company

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shall cancel and re-bill the original invoice that was incorrect and apply any payments made as provided by Applicable Legal Authorities. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will promptly issue a corrected invoice. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Company may not issue an invoice for underbillings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations shall be true-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section.

Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

#### **4.4.4 BILLING CYCLE**

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.1.3, OUT-OF-CYCLE METER READS, invoiced charges shall be based on a cycle of approximately one month.

The Competitive Retailer shall have the right to request a one-time adjustment to a Retail Customer's Meter Reading/billing cycle. The Competitive Retailer must select another Company-defined Meter Reading Schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Read/billing cycle subject to Company's and ERCOT's Meter data processing capabilities. Company shall notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading Schedules. Notification shall be provided in accordance with appropriate TX SET protocol. Company's Meter Reading Schedules will be made available on Company's website for the next year by December 15. Company shall provide 60 days notice for any changes in the Meter Reading Schedule.

#### **4.4.5 REMITTANCE OF INVOICED CHARGES**

Payments for all Delivery Charges invoiced to Competitive Retailer shall be due 35 calendar days after the date of Company's transmittal of a Valid Invoice. The 35 calendar day payment provision shall not apply to invoices that have been rejected using Applicable Legal Authorities. Disputed invoiced amounts shall be governed by Section 4.4.8, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). The Company shall specify the due date on the invoice, and the due date shall be the 35<sup>th</sup> calendar day after the transmittal date of the Valid Invoice, unless the 35<sup>th</sup> day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day that is not a Banking Holiday. Electronic invoices transmitted after 5:00 p.m. CPT shall be considered transmitted on the next calendar day.

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Notwithstanding the above, Company and Competitive Retailer may mutually agree to different billing and payment timelines for Discretionary Services, provided that such terms are afforded on a non-discriminatory basis to all Competitive Retailers.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) or by wire transfer (WT) to a bank designated by Company. Payment will be considered received on the date Company's bank receives the EFT or WT and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities.

#### **4.4.6 DELINQUENT PAYMENTS**

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

#### **4.4.7 PARTIAL PAYMENTS**

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, partial payments will be applied pro-rata to all separately stated charges.

#### **4.4.8 INVOICE DISPUTES**

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by Company and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer may refuse to pay the disputed amount. If it does so, it shall provide written notice of the dispute to the Company's designated contact under Section 3.9, DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution.

Company may dispute the reason for which a Competitive Retailer rejects an invoice as prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES.

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If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, Company shall pay interest on such amounts from the date payment was received by Company until the date of refund of such amounts at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer shall pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with TEX. UTIL. CODE ANN. Chapter 183.

If the dispute is resolved in favor of the Company, Company shall not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice shall be due within one Business Day of resolution of the dispute.

A Competitive Retailer shall not dispute a methodology used to estimate a Meter Read if the estimation methodology has been approved by the Commission.

#### **4.4.9 SUCCESSOR COMPETITIVE RETAILER**

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

### **4.5 SECURITY DEPOSITS AND CREDITWORTHINESS**

#### **4.5.1 SECURITY RELATED TO TRANSITION CHARGES**

If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first Valid Invoice from the Company. Company shall ensure that its deposit calculations are reproducible and able to be calculated by Competitive Retailer.

#### **4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES**

##### **4.5.2.1 DEPOSIT REQUIREMENTS**

Except as provided for in Schedule TC of this Tariff and P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, or as provided in PUC Subst. R. 25.107, Certification of Retail Electric Providers, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

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**4.5.2.2 SIZE OF DEPOSIT**

Deposits shall be equal to one-sixth of the estimated annual amount to be billed under this Tariff by Company to Competitive Retailer. The computation of the size of a required deposit shall be mutually agreed upon by the Competitive Retailer and Company. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

**4.5.2.3 FORM OF DEPOSIT**

Deposits under this section shall be in the form of cash, surety bond, letter of credit, affiliate guaranty, or any combination thereof at the Competitive Retailer's option. Competitive Retailer and Company may mutually agree to other forms of security, provided that Company offers such terms on a non-discriminatory basis to all Competitive Retailers. The Company shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by Company and Competitive Retailer. If the credit rating of the provider of the surety bond, affiliate guarantee, or letter of credit is downgraded below BBB- or Baa3 (or equivalent), Competitive Retailer must provide a deposit in accordance with this Tariff within ten Business Days of the downgrade.

**4.5.2.4 INTEREST**

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

**4.5.2.5 HISTORICAL DEPOSIT INFORMATION**

Company shall maintain records showing the name and address of a depositor, the amount of the deposit, and each transaction concerning the deposit. Records of each unclaimed deposit shall be maintained for at least four years, during which time Company will make reasonable efforts to return the deposit and any accrued interest.

**4.5.2.6 REFUND OF DEPOSIT**

Deposits, plus any accrued interest, shall be returned to Competitive Retailer after deduction of all charges and other debts that the Competitive Retailer owes Company, including any applicable late fees, when:

- (1) Competitive Retailer ceases operations within Company's service territory;
- (2) Other arrangements are made for satisfaction of deposit requirements; or
- (3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

All unclaimed deposits will be held by Company for four years from the date the Competitive Retailer ceases operations in the Company's service territory.

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## **4.6 DEFAULT AND REMEDIES ON DEFAULT**

### **4.6.1 COMPETITIVE RETAILER DEFAULT**

A Competitive Retailer shall be considered to be in default under this Tariff if the Competitive Retailer:

- (1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;
- (2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS;  
or
- (3) Is no longer certified as a Retail Electric Provider.

### **4.6.2 REMEDIES ON DEFAULT**

#### **4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY**

Upon Competitive Retailer's default related to failure to remit payment or maintain required security, Company may pursue any or all of the following remedies:

- (1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
- (5) Require Competitive Retailer to do one of the following:
  - (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
  - (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option (B). If Company or Competitive Retailer chooses option (B), Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

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**4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY  
OBLIGATIONS UNDER TARIFF**

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;
- (3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

**4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION**

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

**4.6.3 CURE OF DEFAULT**

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

**4.7 MEASUREMENT AND METERING OF SERVICE**

**4.7.1 MEASUREMENT**

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

Company shall provide metering services and provide monthly Meter Reads used for Company billing, billing by a Competitive Retailer and ERCOT settlement in accordance with Applicable Legal Authorities and all standards and protocols adopted by the Independent Organization.

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When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

**4.7.2 METER READING**

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Read to the Registration Agent within three Business Days of the Scheduled Meter Reading date. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Company shall perform a Meter re-read at no cost to the Competitive Retailer or Retail Customer.

**4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER**

If in any month Retail Customer prohibits access to Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the customer. If the Competitive Retailer is notified that a customer denied access to Company to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter the Retail Customer has the following options:

- a) Disconnection of service;
- b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
- c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

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If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer. If the Competitive Retailer does not choose an option, the Company shall choose the option on behalf of the Competitive Retailer and Retail Customer.

Company may continue to estimate a residential Premises or a non-critical load for an additional 60 days in order to implement one of the options.

Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. If after 60 days, Company has failed to implement an option that provides access, due to the Retail Customer's failure to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

The requirements of this section shall be effective no later than July 1, 2007.

**4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER**

The Company shall not estimate a Meter Reading for a Premises more than three consecutive times when customer has not denied access.

Company's failure to make an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

An estimate performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reads are infeasible or Applicable Legal Authorities dictate an estimation shall not be considered a break in a series of consecutive months of estimates, but shall not be considered a month in a series of consecutive estimates performed by Company.

The requirements of this section shall be effective no later than July 1, 2007.

**4.7.3 REPORTING MEASUREMENT DATA**

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

**4.7.4 METER TESTING**

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained,

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single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

**4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT**

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

**4.8 DATA EXCHANGE**

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges for the provision of the most recent 12 months of Meter Data or load data to Competitive Retailer; however charges may apply for the provision of data beyond the most recent 12 months.

**4.8.1 DATA FROM METER READING**

Company shall make available to the Registration Agent within three Business Days of the scheduled Meter Reading date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

- (1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
- (2) Data integrity is not compromised; and
- (3) Access is technically feasible.

Metering data, except as specified in Section 4.8.1.3, OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

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All Meter Data values for IDR Meters will contain an associated date/time field as a time stamp. All other Meters will have a date field. All time stamps (both for data points and sets of data) will be reported in CPT. Metering Data values for advanced Meters will contain a date/time field, consistent with protocols implemented through Applicable Legal Authorities.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information, and within three Business Days if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and/or interval data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of usage and/or Demand data for each Premises with a volumetric or Demand Meter and shall also maintain interval data for any Premises for whom Company records interval data. If access is not provided by the Independent Organization, Company shall provide access to this data to IDR customers and advanced meter customers through a web-portal or other means such that the historical data is accessible at any time. If access is not provided by the Independent Organization, Company shall provide access to this data no later than July 1, 2007 to all other non-residential customers through a web-portal or other means such that the historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the Retail Customer.

**4.8.1.1 DATA RELATED TO INTERVAL METERS**

Data from interval Meters will be sent as kWh during each interval. The kWh and kW or kVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

**4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS**

Data reported by volumetric (kWh) Meters will include: the start-of-period date, usage for period, Demand readings (if available), end-of-period date, and end-of-period reading. Exceptions, which include initial Meter Reads and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities.

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

**4.8.1.3 OUT-OF-CYCLE METER READS**

If a Competitive Retailer requests an out-of-cycle Switch, Company shall perform the associated out-of-cycle Meter Read in accordance with the timelines provided in Chapter 6. Out-of-cycle Meter Reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailers on the next Business Day following the out-of-cycle Meter Read date. For the

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new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

#### **4.8.1.4 ESTIMATED USAGE**

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff and Company shall provide the reason for the estimation. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

A Meter Reading for an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Reading was obtained and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

The requirement of this section that Company provide the reason for the estimation to Competitive Retailer on an electronic transaction shall be effective no later than July 1, 2007.

#### **4.8.1.5 METER/BILLING DETERMINANT CHANGES**

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Meter Data may be made. The period of estimated Meter Data will be reported with the old Meter number.

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If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Read cycle.

#### **4.8.2 DATA FOR UNMETERED LOADS**

For unmetered service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
- (2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
- (3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

#### **4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA**

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.). New requirements regarding the labeling of replacement data established by paragraphs (1) and (2) shall be implemented not later than July 1, 2007.

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent data, the original SET shall be first cancelled. A replacement SET of data (labeled as replacement data) is then transmitted within one Business Day of the cancelled data;
- (2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be provided in the replacement transaction. When sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be transmitted;
- (3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be cancelled and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
- (4) Company will make corrected data available to the original recipients in a timely manner no matter when the correction is made;
- (5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made; and
- (6) All transactions containing corrections must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules.

#### **4.8.4 DATA EXCHANGE PROTOCOLS**

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange protocols established by the Commission or Independent Organization.

- (1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
- (2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

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- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

#### **4.9 DISPUTE RESOLUTION PROCEDURES**

##### **4.9.1 COMPLAINT PROCEDURES**

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

- (1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
- (2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
- (3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

##### **4.9.2 COMPLAINT WITH REGULATORY AUTHORITY**

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

#### **4.10 SERVICE INQUIRIES**

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or

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- (4) Initiation of Delivery System Service to Retail Customer.

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

#### **4.11 OUTAGE AND SERVICE REQUEST REPORTING**

##### **4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS**

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer shall meet this obligation in one of three ways:

- (1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
- (2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
- (3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

- (1) Customer name, and if different, contact name;
- (2) Contact phone number;
- (3) ESI ID;
- (4) Service address (including City and zip code) and directions to location when necessary; and
- (5) Description of problem or requested service.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages and/or service requests.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from Retail

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Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff ) which one of the three options it will select as its primary method for reporting interruptions, irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number 60 days in advance of such change.

**4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

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## **Chapter 5: Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers**

### **5.1 GENERAL**

#### **5.1.1 APPLICABILITY OF CHAPTER**

This Chapter governs the terms of access and conditions of the provision of Delivery Service by Company to Retail Customers, whether the Retail Customer has entered into a Service Agreement or not. This Tariff also applies to Retail Customers receiving Delivery Service unlawfully or pursuant to unauthorized use.

#### **5.1.2 COMPANY CONTACT INFORMATION**

Notices and other communications by Retail Customer to Company shall be addressed to:

Sr. Vice President and Chief Customer Officer  
Oncor Electric Delivery Company LLC  
1616 Woodall Rodgers Fwy, 7<sup>th</sup> Floor  
Dallas, Texas 75202-1234  
1-888-313-6862

### **5.2 LIMITS ON LIABILITY**

#### **5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS**

This Tariff is not intended to limit the liability of Company or Retail Customer for damages except as expressly provided in this Tariff.

*Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.*

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Retail Customer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

#### **5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

*Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of*

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***Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.***

#### **5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES**

Company and Retail Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 5.2.1, LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.

#### **5.2.4 FORCE MAJEURE**

***Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.***

#### **5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS**

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in Company's sole judgment, for inspection, test, repair, or changes in Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers. If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customers under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of BPL shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

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**5.2.6 LIMITATION OF WARRANTIES BY COMPANY**

*Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.*

**5.3 SERVICE**

Company shall provide Delivery Service pursuant to the terms and conditions of this Tariff to any Retail Customer within Company's certificated service territory requiring such service. Except as required for Construction Services or other unique Delivery Service needs, Retail Customer should contact Retail Customer's designated Competitive Retailer for all matters relating to the provision of Delivery Service.

**5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)**

For the purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize Retail Customer's connection to the Delivery System.

**5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED**

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

- (1) The Retail Customer's electrical installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested.

Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

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**5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE  
CONSTRUCTION SERVICES ARE REQUIRED**

Where Construction Services are required prior to the initiation of Delivery System Service, Retail Customer may contact Company directly to make arrangements for such service. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 5.3.1.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

**5.3.2 REQUESTS FOR CONSTRUCTION SERVICES**

All Construction Service requests must include the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence and available;
- (4) Service address (including City and zip code), directions to location, and access instructions when appropriate;
- (5) Construction Services requested; and
- (6) Date requested for Company to perform or provide Construction Service.

Company will contact the person designated in the request within two Business Days to make necessary arrangements for Construction Services pursuant to Section 5.7, FACILITIES EXTENSION POLICY and Section 5.10, METER. If a new ESI ID is required, Company shall establish the new ESI ID for the Point of Delivery and transmit the appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

**5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

**5.3.4 SWITCHING FEES AND SWITCHOVERS**

Company shall not charge Retail Customer for a change in designation of Retail Customer's Competitive Retailer. Company shall charge Retail Customer for a switchover to another distribution utility in accordance with Section 6.1, RATE SCHEDULES, of this Tariff.

**5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE  
SCHEDULES**

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;

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2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary meter has been used for the same Premises for which the permanent meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based on the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets no later than the conclusion of its next general rate case. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any factors affecting Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

### **5.3.6 CHANGES IN RATE SCHEDULES**

Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer, or unless the change in Rate Schedule requires a different billing methodology, any change in a Rate Schedule selection shall be applicable for the entire billing cycle in which the change in Rate Schedule was requested if the request is made at least two Business Days before the Meter Read date for that Retail Customer. If a change in Company's facilities or Meter used to serve Retail Customer occurs, or if the change in Rate Schedule requires a different billing methodology or different Billing Determinants, then the change shall be effective in the next full billing cycle.

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### **5.3.7 SUSPENSION OF SERVICE**

#### **5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE**

Company may, without prior notice, intentionally suspend Delivery Service to Retail Customer where a known dangerous condition exists and for as long as it exists, provided that such suspension does not result in another dangerous or life-threatening condition. Where reasonable, given the nature of the hazardous condition, Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each Retail Customer as soon as possible after service has been disconnected.

Company may also suspend service when such suspension is authorized by Applicable Legal Authorities.

Where Company expects that large numbers of Retail Customers will be affected by a suspension for a significant amount of time, Company will notify Retail Customers about the suspension through the use of door hangers, letters, personal canvassing, news media, or other appropriate methods.

If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497. Notice of a suspension of service shall be provided to Retail Customers currently designated as critical care, or chronic condition, or critical load if reasonably possible.

Nothing in this section is intended to take precedence over the timely restoration of service.

#### **5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

Company may suspend Delivery Service to Retail Customer upon notice to Retail Customer's Competitive Retailer:

- (1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

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- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

**5.3.7.3 RESTORATION OF SERVICE**

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice to Retail Customer's Competitive Retailer as soon as practicably possible.

**5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION**

(1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:

- (A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;
- (B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;
- (C) During "extreme weather conditions" as defined in the Commission's customer protection rules;
- (D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.
  - (i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:
    - (I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;
    - (II) have the subject person's attending physician submit a written statement to Company; and
    - (III) enter into a deferred payment plan.
  - (ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or
- (E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical care residential customer, unless all of the procedures required by Company pursuant to P.U.C. Subst. R. 25.497 and P.U.C. Subst. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical load industrial customer or a critical load public safety

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customer, unless all Company-established processes are followed. If Retail Customer believes it qualifies for designation as a critical care residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. Subst. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. Subst. R. 25.497.

**5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES**

At the request of Retail Customer, or Retail Customer's designated Competitive Retailer, for Retail Customer related construction, alteration, emergency, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules. Company shall disconnect and reconnect Retail Customer's Premises upon request by a Competitive Retailer authorized to do so.

**5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES**

**5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS**

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with Good Utility Practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

**5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION**

In those locations where an ordinance requires Retail Customer to obtain a certificate of inspection and acceptance or a permit, Retail Customer will obtain all necessary permits and certificates of inspection covering its electrical installation. Company will not interconnect its Delivery System facilities with Retail Customer's Electrical Installation until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company may decline to interconnect its Delivery System facilities with any of Retail Customer's Electrical Installation that is known to be hazardous under applicable Codes or that is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice, or where a known dangerous condition exists and for as long as it exists.

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**5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S  
ELECTRIC INSTALLATION**

Retail Customer's Electrical Installation must be arranged so that the location of the Point of Delivery allows Company to provide safe and reliable Delivery Service, taking into consideration the location of existing Company facilities and construction needed to connect Retail Customer's Electric Installation to Company system.

Any change from the Company-approved Point of Delivery may be subject to a Discretionary Service Charge pursuant to Section 6.1, RATE SCHEDULES.

In the event Company is required by Applicable Legal Authorities to relocate any of its facilities, Retail Customer will, at Retail Customer's expense, relocate or change Retail Customer's Electrical Installation as required.

**5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL  
INSTALLATION TO COMPANY FACILITIES**

Only personnel authorized by Company are permitted to make, energize, or de-energize connections between Company facilities and Retail Customer's Electrical Installation.

**5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND  
THE METER**

Retail Customer must grant to or secure for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer necessary for Company to install Delivery System facilities for the sole purpose of delivering Electric Power and Energy to Retail Customer. Retail Customer must provide, without cost to Company, suitable space on Retail Customer's Premises for the installation of Delivery System facilities necessary to deliver Electric Power and Energy to Retail Customer and for installation of Metering Equipment and the Meter pursuant to Section 5.10, METER.

**5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES  
ON RETAIL CUSTOMER'S PREMISES**

Consistent with Section 5.2, LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), Retail Customer shall have a duty to exercise reasonable care not to damage Company Delivery System facilities on Retail Customer's Premises and shall not be considered to be a bailee or to have possession of those facilities.

Retail Customer shall not Tamper with Company's facilities or the Meter on Retail Customer's Premises. ***Company shall not be liable to Retail Customer for any injuries that result from such Tampering.*** Loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's Tampering or failure to exercise reasonable care not to damage such facilities shall be subject to the provisions of Section 5.2, LIMITS ON LIABILITY. Charges for such loss or damage shall be consistent with Section 6.1, RATE SCHEDULES.

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The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

Company shall repair any street light or security light within 15 calendar days of receipt of a repair request from either the Retail Customer or Competitive Retailer unless otherwise provided in the Rate Schedules that pertain to lighting.

#### **5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM**

In the event of use or attempted use of the Delivery System, without Company's authorization, whether by Tampering with Meter or Metering Equipment or by any other means, Delivery Service may be suspended by Company. Company must comply with all Applicable Legal Authorities and Section 5.3.7, SUSPENSION OF SERVICE. A person found to be using the Delivery System without authorization must pay the charge for restoring Delivery Service as provided in Company's Rate Schedules under which that person would normally receive Delivery Service and may be required to pay all charges, including the following, before Delivery Service will be restored or initiated:

- (1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
- (2) The cost of replacement or repair of any damaged Meter and associated Company equipment;
- (3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
- (4) All other costs associated with the investigation and correction of the unauthorized use.

#### **5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES**

Company's duly authorized representatives have the right of access to Retail Customer's Premises at all reasonable hours, or at any hour if for the sole purpose of restoring Delivery Service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace Company's wiring apparatus and other facilities; read the Meter; and perform other activities necessary to provide Delivery Service, including tree trimming and tree removal where such trees in the opinion of Company constitute a hazard to Company personnel or facilities, or to the provision of continuous Delivery Service, provided, however, that such representatives comply with all applicable site-specific safety requirements which have been communicated by Retail Customer in writing to Company. Such personnel must exhibit a photo-identification badge to gain access. Failure to provide access may result in suspension of Delivery Service and/or additional charges under the appropriate Commission approved Tariff that shall be billed to Retail Customer's designated Competitive Retailer. Company will notify Retail Customer's designated Competitive Retailer of Retail Customer's failure to provide access. Retail Customer shall not grant access to the facilities of Company and the Meter except to authorized Company representatives.

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## **5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD**

### **5.5.1 LOAD BALANCE**

If a Retail Customer takes multi-phase Delivery Service, Retail Customer must take reasonable actions to control the use of Electric Power and Energy so that Retail Customer's Electrical Load at the Point of Delivery is in reasonable balance.

### **5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS**

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

Company shall comply with the procedures described in P.U.C. SUBST. R. 25.51, Power Quality.

Where intermittent electrical loads or load control devices are a part of Retail Customer's installation, Company may determine through a methodology approved by the Commission, the billing Demand associated with the Retail Customer's Premises on the basis of a time interval which is shorter than that specified in Company's Rate Schedule under which Retail Customer is receiving Delivery Service.

### **5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS**

Retail Customers planning the installation of electric equipment such as computers, communication equipment, electronic control devices, motors etc., the performance of which may be adversely affected by voltage fluctuations, distorted 60 hertz wave forms, or single phase events, are responsible for providing and installing the necessary facilities, including protective equipment, to limit these adverse effects.

### **5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD**

Retail Customer, or Competitive Retailer at the request of Retail Customer, shall notify Company when Retail Customer's Electrical Load or contracted Demand is to be changed substantially so that Company may ensure its facilities are adequate. In the event Retail Customer adds electrical load at Retail Customer's installation that results in the use of Delivery Service in excess of the maximum capacity of the Delivery System facilities serving Retail Customer, Retail Customer is subject to liability pursuant to Section 5.2, LIMITS ON LIABILITY for any damage to Company's facilities resulting from the use of Delivery Service in excess of such maximum.

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### **5.5.5 POWER FACTOR**

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:

(1) Calculation of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x 0.95)/Current Month Power Factor

(2) Calculation of Power Factor Adjusted 4-CP kW.

Each of the Retail Customer's monthly coincident peak kW demands used to calculate the Retail Customer's average 4 CP kW demand applicable under the Monthly Rate section shall be calculated using the following formula:

Power Factor Adjusted Monthly CP kW =(Actual Monthly CP kW demand at the time of the ERCOT peak x 0.95)/Monthly Power Factor

Power Factor Adjusted 4-CP kW=average of the Retail Customer's Monthly CP kW as adjusted for power factor if applicable.

(3) Power Factor Adjusted Monthly NCP kW demands will be used in determining the Billing kW under the applicable tariff schedule.

If Company has a different power factor billing adjustment it shall conform to these calculations upon its next general rate case.

Should a Retail Customer's Power Factor deviate from the standard described above to the point that it is causing Delivery System problems for other Retail Customers, and the Retail Customer fails to correct the problem after sufficient notice, Company may install the necessary equipment on the Delivery System to correct the problem to the standard described above, and the Retail Customer shall be required to reimburse Company for the cost.

### **5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT**

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

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## **5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE**

### **5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)**

Company will not provide Delivery Service to Retail Customer where any part of Retail Customer's Electrical Installation is located outside the State of Texas or is connected directly or indirectly to any other electric lines, all or part of which are located outside the State of Texas, other than through certain high-voltage direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

### **5.6.2 PARALLEL OPERATION**

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities. Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

## **5.7 FACILITIES EXTENSION POLICY**

### **5.7.1 GENERAL**

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

- (1) Installation of standard facilities;
- (2) Installation of facilities in excess of standard facilities normally provided for requested type of service and allowed for in this Tariff;
- (3) Installation of non-standard facilities;
- (4) Upgrades of facilities due to Customer adding load;
- (5) Electric connections to temporary facilities; and
- (6) Removal and relocation of facilities.

Company is responsible for the construction of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to the Delivery System. The treatment of extension of Meter facilities is excluded from this section and is addressed in Section 5.10, METER, of this Chapter. Payments in the form of a contribution in aid of construction or an advance for construction may be required from the entity requesting such Construction Service prior to commencement of construction in accordance with Section, 5.7.4, ALLOWANCE FOR FACILITIES, Section 5.7.5, NON-STANDARD FACILITIES, and Section 6.1, RATE SCHEDULES.

### **5.7.2 CONTRACTUAL ARRANGEMENTS**

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine

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the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

**5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM**

Requests for new residential Delivery Service requiring Construction Service, such as line extensions, shall be completed within 90 days of execution of the Facility Extension Agreement, or within a time period agreed to by the entity requesting the Construction Service and Company, and after the entity requesting Construction Service has made satisfactory payment arrangements for Construction Service Charges. For all other extensions requiring construction, requests should be completed within the time estimated by Company. For the purposes of this section, facility placement that requires a permit for a road or railroad crossing will be considered a line extension. Unless mutually agreed to by Company and Retail Customer, within ten Business Days of Company's receipt of a detailed request, Company shall give the entity requesting Construction Service an estimated completion date and an estimated cost for all charges to be assessed.

Unless a delay is beyond the reasonable control of Company, a delay of more than 90 days beyond execution of the Facility Extension Agreement for new residential Delivery Service shall constitute failure to serve, unless the entity requesting the service has agreed to a longer term. The Commission may conduct enforcement action and seek penalties and other remedies for unreasonable delays.

**5.7.4 ALLOWANCE FOR FACILITIES**

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may be required for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

**5.7.5 NON-STANDARD FACILITIES**

Non-standard facilities are defined in Chapter 6, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Chapter 6, and the Facility Extension Agreement.

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### **5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES**

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

### **5.7.7 TEMPORARY DELIVERY SYSTEM**

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Chapter 6.

### **5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS**

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Chapter 6. Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.

### **5.7.9 DISMANTLING OF COMPANY'S FACILITIES**

Company may, upon discontinuation of Delivery Service to Retail Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which Company installed to provide Delivery Service to Retail Customer. Company may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such. Company shall be subject to liability pursuant to Section 5.2 LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), for any such abandoned lines or equipment, and may offer Retail Customer the option to terminate applicable easements pursuant to this Tariff. If Company removes outdoor lighting on its own initiative, it shall not charge for removal. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.

## **5.8 BILLING AND REMITTANCE**

### **5.8.1 BILLING OF DELIVERY CHARGES**

Company shall bill Retail Customer's selected Competitive Retailer for all charges associated with Delivery Services and Discretionary Charges not associated with Construction Services. In no case shall Delivery Service Charges be billed to a Competitive Retailer for a time period when the Competitive Retailer was not the Retail Electric Provider for the Retail Customer.

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**5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY**

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions in aid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

**5.9 DEFAULT AND REMEDIES ON DEFAULT**

**5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER**

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer to the POLR or arrange for Retail Customers to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT.

**5.10 METER**

**5.10.1 METERING PRACTICES**

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Chapter 6.

**5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS**

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities otherwise, the Meter shall be owned by the Company.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including

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necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

Retail Customer and, to the extent authorized by the Retail Customer, its designated Competitive Retailer shall have access to all of Retail Customer's Meter Data, including the data used to calculate charges for Delivery Service, Retail Customer's historical load data and other proprietary customer data from Company pursuant to Applicable Legal Authorities. If authorized by the Commission, Company may assess a charge for compiling such data pursuant to Section 6.1, RATE SCHEDULES.

#### **5.10.2.1 REQUIREMENTS**

Retail Customer shall provide the following, at no cost to Company, at a suitable and easily accessible location:

- (1) Sufficient and proper space for installation of Meter and Metering Equipment;
- (2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;
- (3) Meter loop; and
- (4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

#### **5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS**

When Delivery Service is measured through individual Meters for each living unit in multi-family dwellings or each retail space in a multi-tenant building, the property owner of each individually metered living unit or retail space is responsible for proper connection of Retail Customer's Electrical Installation to the Meter socket for Meter, including correct identification and labeling of Meter socket in order to designate living unit or retail space being metered. Company requires property owner, at property owner's expense, to correct any improper connection or identification and, when responsible, reimburse Company for any costs incurred as a result of the improper connection except as otherwise required by Applicable Legal Authorities.

#### **5.10.4 LOCATION OF METER**

Consistent with Good Utility Practice, a Meter and its associated equipment shall be installed in a location that facilitates the provision of safe and reliable Delivery Service and accurate measurement and that provides a clear working space on all sides. The center of the Meter shall be not less than four feet and not more than six feet above the finished grade. All Meter locations should be as near as possible to the Point of Delivery. Meters for residential Retail Customers are to be located outside the building. Meter location for nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

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Meters will not be installed as follows:

- (1) In any hazardous location;
- (2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
- (3) Directly over any stairway, ramp or steps;
- (4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
- (5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
- (6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

### **5.10.5 NON-COMPANY OWNED METERS**

Company shall provide all services associated with the Meter unless otherwise authorized by the Commission in accordance with Applicable Legal Authorities, including but not limited to, ownership, installation, removal, maintenance, testing and calibration, and data collection and management for Company billing and submission to Independent Organization.

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) Meter Owner contact name, address and phone number;
- (4) Meter Type and manufacturer;
- (5) Competitive Retailers contact name and phone number;
- (6) ESI ID if in existence and available;
- (7) Service address and directions to location when appropriate;
- (8) Service requested; and
- (9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

Company shall acknowledge receipt of the request to Retail Customer, Competitive Retailer or Retail Customer's designated agent and will contact the entity designated by the Retail Customer to make proper arrangement to provide the requested service in accordance with Applicable Legal Authorities.

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's designated Meter Owner and will be in the form specified in Section 6.3, AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

The installation of a Meter that will cause a change of the settlement profile for the ESI ID may occur at any time of the month, however the settlement profile will not change until the beginning of the next scheduled Meter Reading/billing cycle.

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Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for Meter removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter owner. However, if the Company receives a request to energize a Meter not owned by the Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

Upon removal of a Non-Company Owned Meter, Company shall immediately contact the Retail Customer, Meter Owner, and Competitive Retailer and shall ship the Meter Cash on Delivery (COD) to designated Meter Owner or shall safeguard the Meter until the earlier of (a) the date the Meter Owner takes possession of the Meter, or (b) 60 calendar days from the date of removal of the Meter. If the Meter Owner fails to take possession of the Meter within 60 calendar days or upon 30 days of the return of a Meter that has been shipped COD, the Company is no longer responsible for safeguarding the Meter and may dispose of it in any manner the Company deems appropriate.

Charges associated with Non-Company Owned Meters will be invoiced directly to the Retail Customer, Competitive Retailer, or the entity requesting the service, pursuant to Chapter 6, including charges for the installation, removal, and storage of a Non-Company Owned Meter and the installation and removal of a Meter owned by the Company.

## **5.11 RETAIL CUSTOMER INQUIRIES**

### **5.11.1 SERVICE INQUIRIES**

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or
- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

### **5.11.2 COMPLAINTS**

Retail Customer may submit written complaints about Delivery Service to Company and may call Company to lodge complaints orally. Retail Customer shall contact the person listed under Section 5.1.2, COMPANY CONTACT INFORMATION. Company shall inform Retail Customer of its right to file a complaint with the Commission. Company shall provide contact information for the Commission to the Customer.

### **5.11.3 BILLING INQUIRIES**

Retail Customer inquiries concerning billing related issues shall be directed to Retail Customer's designated Competitive Retailer. Inquiries related to billing for Construction Services billed directly to Retail Customer should be referred to Company.

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**5.12 OUTAGE REPORTING**

**5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS**

Retail Customer should report outages, interruptions, irregularities, or repair requests as directed by its designated Competitive Retailer.

Company shall maintain a toll free number to receive, in either English or Spanish, reports of interruptions, irregularities, or repair requests from a Retail Customer.

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response. The data necessary includes the following:

- (1) Retail Customer name, and if different, contact name;
- (2) Retail Customer phone number, and if different, contact phone number;
- (3) Service address (including city and zip code) and directions to location;
- (4) ESI ID, if available; and
- (5) Description of problem.

**5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

The Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and charge Competitive Retailer a fee for the Service Call pursuant to the applicable Service Charges in Chapter 6 of this Tariff.

## **Chapter 6: Company Specific Items**

### **6.1 Rate Schedules**

#### **6.1.1 Delivery System Charges**

##### **6.1.1.1 Charges for Transmission and Distribution System Service**

###### **6.1.1.1.1 Residential Service**

###### **AVAILABILITY**

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane hangars, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

###### **TYPE OF SERVICE**

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to section 6.1.2.2 of this Tariff.

###### **MONTHLY RATE**

###### **I. Transmission and Distribution Charges:**

Customer Charge	\$0.78	per Retail Customer
Metering Charge	\$2.27	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.018071	per kWh

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000169 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

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**VII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per kWh

**IX. State Colleges and Universities Discount:** See Rider SCUD

**COMPANY SPECIFIC APPLICATIONS**

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## **6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW**

### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

### **TYPE OF SERVICE**

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

### **MONTHLY RATE**

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$1.70	per Retail Customer
Metering Charge	\$5.17	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.019633	per kWh

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000146 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

#### **Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per kWh

**IX. State Colleges and Universities Discount:** See Rider SCUD

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**COMPANY SPECIFIC APPLICATIONS**

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

Premises with a standard watt-hour meter that use 3,500 kWh or more in a month will have a demand meter installed to determine continued eligibility under this schedule. If the usage at a premise with an advanced meter reaches or exceeds 3,500 kWh in a month, any recorded demand of greater than 10 kW in subsequent months will result in the premise being assigned to the Secondary Greater than 10 kW rate schedule.

**UNMETERED SERVICE**

Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

Delivery Service to telecommunications devices and governmental non-lighting related loads whose maximum power requirements do not exceed 80 watts will be billed at the Monthly Rate specified above, subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load of 20 watts or less will be set at 10 kWh per device.
2. The monthly energy consumption for devices with a maximum load of 21 to 40 watts will be set at 20 kWh per device.
3. The monthly energy consumption for devices with a maximum load of 41 to 60 watts will be set at 35 kWh per device.
4. The monthly energy consumption for devices with a maximum load of 61 to 80 watts will be set at 50 kWh per device.
5. A maximum of 50 individual devices can be aggregated to a single account (*i.e.*, a single ESI ID), subject to the following conditions:
  - a. All aggregated devices must have the same assigned monthly energy consumption (*i.e.*, either 10 kWh, 20 kWh, 35 kWh, or 50 kWh per device);
  - b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the meter charge, a per device charge of \$1 per month will be added to the applicable charges.

**AGREEMENT**

Provision of unmetered service will require an agreement that includes certification by the retail customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by retail customer to obtain Company's authorization for changes to unmetered service may result in Company's refusal to continue service.

**NOTICE**

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### 6.1.1.1.3 Secondary Service Greater Than 10 kW

#### AVAILABILITY

This schedule is applicable to Delivery Service at secondary voltage with demand greater than 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter.

#### TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

#### MONTHLY RATE

##### I. Transmission and Distribution Charges:

Customer Charge	\$6.78	per Retail Customer
Metering Charge	\$22.18	per Retail Customer
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kW
IDR Metered	\$0.00	per 4CP kW
Distribution System Charge	See Table Below	

NCP kW	Annual Load Factor	per Distribution Billing kW
Less than or equal to 20 kW	All	\$4.24
Greater than 20 kW	0% - 10%	\$5.91
	11% - 15%	\$5.30
	16% - 20%	\$5.00
	21% - 25%	\$4.85
	26% and above	\$4.24

<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	per Distribution System billing kW
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.044	per Distribution System billing kW, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	

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**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**X. State Colleges and Universities Discount:** See Rider SCUD

**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF ANNUAL LOAD FACTOR**

The Annual Load Factor for each premise shall be calculated using the previous year's usage for that premise ending with the December Bill Cycle. The Annual Load Factor shall apply for the following 12 billing months.

The Annual Load Factor calculation is as follows:

$$\frac{\text{kWh Used in 12 Billing Months Ending December}}{\text{Maximum NCP kW for the 12 Billing Months Ending December} * \text{Days in Billing Periods} * 24}$$

For premises with less than 12 months usage history, the available billing history shall be used for determining the Annual Load Factor. However, if less than 90 days of billing history is available, the premise shall be assumed to have an Annual Load Factor greater than 25%.

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is greater than 20 kW and their Annual Load Factor is less than or equal to 25%, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month. Billing kW applicable to Riders TC, NDC, RCE charges shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding

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the current billing month (80% ratchet).

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet and the Annual Load Factor Provisions shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### **6.1.1.1.4 Primary Service Less Than or Equal to 10 kW**

#### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

#### **TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

#### **MONTHLY RATE**

##### **I. Transmission and Distribution Charges:**

Customer Charge	\$3.97	per Retail Customer
Metering Charge	\$12.21	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.005100	per kWh

**II. System Benefit Fund:** \$0.000639 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000096 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

##### **Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per kWh

**X. State Colleges and Universities Discount:** See Rider SCUD

#### **NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line

### AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

### MONTHLY RATE

#### I. Transmission and Distribution Charges:

Customer Charge	\$15.59	per Retail Customer
Metering Charge	\$27.02	per Retail Customer
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kW
IDR Metered	\$0.00	per 4CP kW
Distribution System Charge	\$3.37	per Distribution System billing kW

II. System Benefit Fund: \$0.000639 per kWh, See Rider SBF

III. Transition Charge: See Rider TC1 and TC2 per Distribution System billing kW

IV. Nuclear Decommissioning Charge: \$0.045 per Distribution System billing kW, See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Energy Efficiency Cost Recovery Factor: See Rider EECRF

VII. Competitive Meter Credit: See Rider CMC

VIII. Advanced Metering Cost Recovery Factor: See Rider AMCRF

#### Other Charges or Credits

IX. Rate Case Expense Surcharge: See Rider RCE per Distribution System billing kW

X. State Colleges and Universities Discount: See Rider SCUD

### COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

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**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation

### AVAILABILITY

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

### MONTHLY RATE

#### I. Transmission and Distribution Charges:

Customer Charge	\$58.96	per Retail Customer
Metering Charge	\$206.97	per Retail Customer
Transmission System Charge	\$0.00	per 4CP kW
Distribution System Charge	\$0.94	per Distribution System billing kW

II. System Benefit Fund: \$0.000639 Per kWh, See Rider SBF

III. Transition Charge: See Rider TC1 and TC2 per Distribution System billing kW

IV. Nuclear Decommissioning Charge: \$0.045 per Distribution System billing kW, See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF per NCP kW or 4CP kW, as applicable

VI. Energy Efficiency Cost Recovery Factor: See Rider EECRF

VII. Competitive Meter Credit: See Rider CMC

VIII. Advanced Metering Cost Recovery Factor: See Rider AMCRF

#### Other Charges and Credits

IX. Rate Case Expense Surcharge: See Rider RCE per Distribution System billing kW

X. State Colleges and Universities Discount: See Rider SCUD

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**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.1.7 Transmission Service

### AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at transmission voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### TYPE OF SERVICE

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

### MONTHLY RATE

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$99.75	per Retail Customer
Metering Charge	\$212.19	per Retail Customer
Transmission System Charge	\$0.00	per 4CP kW
Distribution System Charge	\$0.59	per Distribution System billing kW

**II. System Benefit Fund:** \$0.000630 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2 per Distribution System billing kW

**IV. Nuclear Decommissioning Charge:** \$0.046 per Distribution System billing kW, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

#### **Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**IX. State Colleges and Universities Discount:** See Rider SCUD

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**COMPANY SPECIFIC APPLICATIONS**

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

Retail Customers without previous history on which to determine their 4 CP kW will be billed based on estimated 4 CP kW, in accordance with the following procedures:

- (a) Retail Customers having IDR data for fewer than 4 CP kW, but at least 2 CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4 CP kW will be set based on mutual agreement between the Retail Customer and the Company.
- (b) Retail Customers that do not have at least 2 CP kW will be billed by estimating the Retail Customer's 4 CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

Estimated 4 CP kW = (NCP kW \* TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent UCOS proceeding using the following formula:

$$\text{TCCF} = \frac{\sum \text{Class CP kW for June, July, August, September}}{\sum \text{Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.1.8 Lighting Service

### Street Lighting Service

#### AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities in areas served by Company. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions or the appropriate Secondary Service or Primary Service Rate Schedule.

#### TYPE OF SERVICE

Single or three phase, 60 hertz, at any of the Company's standard secondary or primary service voltages as required by Competitive Retailer. Where existing distribution facilities are not adjacent to the point of delivery, additional charges and special contract arrangements may be required prior to its being furnished. If service is provided at primary voltage, Company may at its option meter service on the secondary side of the governmental entity's transformers and adjust for transformer losses in accordance with Company's Tariff for Retail Delivery Service.

#### MONTHLY RATE

##### I. Unmetered Facilities

**Points of Delivery (POD) Charge: \$55.12 per governmental entity served by the Competitive Retailer.**

Lamp	Watts	Lumens	kWh	Schedule			Rectangular*	Post-Top*
				A	B*	C* and D		
Mercury Vapor * (See Note 1)	175	7,900	70	\$10.07	\$14.32	\$1.50	\$25.82	\$9.24
	400	21,000	150	\$11.01	\$19.31	\$3.07	N.A.	N.A.
	1,000	63,000	370	\$13.96	\$23.37	\$7.39	N.A.	N.A.
Sodium Vapor	100	9,500	40	\$9.79	\$14.04	\$0.91	\$25.60	\$8.97
	150	16,000	70	\$10.31	\$15.64	\$1.50	N.A.	N.A.
	200	22,000	80	\$10.36	\$18.66	\$1.69	N.A.	N.A.
	250	27,500	100	\$10.58	\$18.87	\$2.08	\$24.76	N.A.
	400	50,000	160	\$12.00	\$21.41	\$3.26	N.A.	N.A.
	1,000*	140,000	375	\$13.92	\$23.36	\$7.48	N.A.	N.A.
Metal Halide	150	14,000	65	\$11.99	N.A.	\$1.40	N.A.	N.A.
	175 (see note 2)	14,000	65	\$12.00	\$18.16	\$1.40	N.A.	N.A.
	250	25,000	100	\$13.83	\$21.63	\$2.08	\$35.39	N.A.
	400	36,000	160	\$14.25	\$22.27	\$3.26	\$35.39	N.A.
	1,000*	110,000	370	\$17.16	\$25.16	\$7.39	\$39.60	N.A.
LED/Low Wattage (See Note 3)	100		40	N.A.	N.A.	\$0.91	N.A.	N.A.
Other								
Incandescent*	All						\$9.79	
Historical*								
Mercury Vapor	175	7,900	70	\$10.06				
Sodium Vapor	100	9,500	40	\$9.79				
Sodium Vapor	150	16,000	70	\$10.31				
Metal Halide	175	14,000	65	\$11.98				

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Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or to cancel service at no cost. Existing 250 Watt Mercury Vapor lighting will be billed at same rate as 175 Watt.

Note 2: 175 Watt Metal Halide option is closed to new installations. Company will continue to maintain existing 175 watt metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available, Company will replace failed 175 watt metal halide lamps with 150 watt metal halide lamps. Customer will have the option to cancel 175 watt service at no cost.

Note 3: LED and other low wattage installations (100 watts or below) not listed above shall be billed under Schedule D and have a calculated consumption of 40 kWh per lamp per month.

\* Closed to new street lighting installations

<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	
<b>Other Charges or Credits</b>		
<b>VIII. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>IX. State Colleges and Universities Discount:</b>	See Rider SCUD	

**DEFINITIONS**

**Pedestrian Walkway Lighting:**

Pedestrian walkway lighting is used to illuminate sidewalks along municipally-owned streets and roads and within municipally-owned parks and recreational areas.

**Standard Allowance:**

An amount equal to the average installed cost of a street light of a type normally used by Company and served either overhead or underground.

**Repair and Maintenance:**

Repair consists of the repair or replacement of any individual component associated with the pole or fixture that allows the facility to operate safely and effectively. Maintenance includes photocell replacement and cleaning of lens at the time of bulb replacement. Repair and Maintenance do not include painting or straightening of poles unless Company determines that safety or operation is adversely affected.

**Replacement:**

Replacement includes only the complete replacement of the street light luminaire and pole caused by impacts related to weather, construction, or traffic accidents.

**For street lights installed after the effective date of this revision, Schedules A and D are defined as follows:**

Schedule A applies to Company installed, owned, operated, and maintained street lights of the types and sizes provided in the chart under Section I. Unmetered Facilities.

Schedule D applies to Retail Customer owned, operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental entity for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights. Company does not provide maintenance to Schedule D lights in accordance with this tariff.

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**For street lights installed prior to the effective date of this revision, Schedules A, B, C, and D are defined as follows:**

**Schedule A applies to:**

Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

**Schedule B applies to:**

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of \$5.34 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

**Schedule C applies to:**

Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).

Company owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

Company operates all street lights under Schedule C (must be of a type suitable for use with the lamp sizes provided for herein) and makes all normal lamp replacements which includes lamp and labor at its expense. All other maintenance will be billed to Retail Customer on the basis of actual costs including appropriate overhead expenses.

**Schedule D applies to:**

Retail Customer operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental subdivision for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights.

**CONVERSION OR REPLACEMENT OF EXISTING FACILITIES**

Company will convert existing Company-owned facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of an amount equal to the estimated cost of such conversion, including labor and materials, less the salvage value of the existing facilities.

Company will replace existing lighting facilities upon request of and payment by Retail Customer of an amount equal to the estimated removal cost less salvage value of existing facilities. Installation of new facilities requested by Retail Customer will be performed pursuant to the Standard Allowance described above.

**Customer Requested Removal of Existing Facilities**

Company will remove existing facilities upon request by Retail Customer if Customer pays an amount pursuant to Section 6.1.2.1, Charge No. SD16.

**SPECIAL CONDITIONS**

For billing purposes the monthly street lighting and overhead sign lighting burning hours are 333 hours per month and all connections and disconnections are assumed to have occurred at the beginning of the current month's billing period.

Retail Customer-owned unmetered lamps other than those of the lamp sizes shown under Schedule D existing prior to the effective date of this tariff are billed under the metered rate and the amount of monthly energy is determined by multiplying the connected load (including ballast) by the number of burning hours.

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New Service provided to customer-owned street light other than the types and sizes provided in Schedule D will be provided under the appropriate Secondary Service or Primary Service Rate Schedule.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacement occur, or Company may charge Retail Customer for such maintenance and/or lamp replacements. Company makes all connections and disconnections to its distribution system.

Company-owned, operated, and maintained lighting facilities shall be installed in accordance with National Electrical Safety Code standards.

**AGREEMENT**

An Agreement for Street Lighting Service with a term of not less than ten years is required.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

**MONTHLY RATE**

**I. Metered Facilities – Non-Company Owned**

Applicable for distribution service supplied at one point of delivery and measured through one meter to Retail Customer owned, operated and maintained street and highway lighting, overhead sign lighting, and incidental safety lighting equipment which operates same hours as normal street lighting.

Customer Charge	\$2.32	per Retail Customer
Metering Charge	\$12.42	per Retail Customer
Distribution System Charge	\$0.016407	per kWh
<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	
<b>VIII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	
<b>Other Charges or Credits</b>		
<b>IX. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>X. State Colleges and Universities Discount:</b>	See Rider SCUD	

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**MONTHLY RATE**

**I. Metered Facilities - Company-Owned (Closed to new installations)**

Customer Charge	\$2.32	per Retail Customer
Metering Charge	\$12.42	per Retail Customer
Distribution System Charge	\$0.116407	per kWh
<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	
<b>VIII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	

**Other Charges or Credits**

<b>IX. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>X. State Colleges and Universities Discount:</b>	See Rider SCUD	

**MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE**

For Company-owned lights, when existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80
1,000	63,000	370	400	50,000	160

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

Upon request of the Retail Customer, Company will convert or replace existing mercury vapor lighting to street lighting options other than those indicated above, as stated in "CONVERSION OR REPLACEMENT OF EXISTING FACILITIES."

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## Outdoor Lighting Service (CLOSED)

### AVAILABILITY

Applicable to Competitive Retailers for unmetered lighting service supplied exclusively to one or more existing outdoor lamps as specified below operating automatically from dusk to dawn.

Not applicable to street lighting.

### MONTHLY RATE

#### **I. Unmetered Facilities**

**Point of Delivery (POD) Charge: \$1.30 per premise.**

#### **Guard Lights**

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor (See Note 1)	175	70	7,900	\$6.78
	400	150	21,000	\$10.34
Sodium Vapor	100	40	9,500	\$6.37
	200	80	22,000	\$9.03

Note 1: Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or cancel service at no cost.

#### **Flood Lights**

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	175	65	14,000	\$8.78
	250	100	25,000	\$11.95
	400	160	36,000	\$14.40
	1000	370	110,000	\$25.25
Sodium Vapor	100	40	9,500	\$8.68
	200	80	22,000	\$9.03
	250	100	27,000	\$11.14
	400	160	50,000	\$14.25
	1000	375	140,000	\$26.10

- II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF
- III. Transition Charge:** See Riders TC1 and TC2
- IV. Nuclear Decommissioning Charge:** \$0.000147 per kWh, See Rider NDC
- V. Transmission Cost Recovery Factor:** See Rider TCRF
- VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF
- VII. Competitive Meter Credit:** See Rider CMC

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VIII. Advanced Metering Cost Recovery Factor: See Rider AMCRF

**Other Charges or Credits**

IX. Rate Case Expense Surcharge: See Rider RCE per kWh

X. State Colleges and Universities Discount: See Rider SCUD

Extra Spans: Plus \$2.85 per span of secondary line installed hereunder in excess of one span per light.

**MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE**

When existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost as specified below:

<b>Existing Mercury Vapor Lighting :</b>			<b>Sodium Vapor Replacement :</b>		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

**MAINTENANCE OF FACILITIES**

Company will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacements are, in Company's sole judgment, likely to or actually do occur.

**REMOVAL OF EXISTING FACILITIES**

Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer in accordance with the Company's Standard Discretionary Service Charge, SD15 – Security Light Removal, for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.2 Schedule TC

### 6.1.1.2.1 Rider TC1 - Transition Charge

#### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

#### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \cdot RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

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Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factors (TCF)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTPI1, GPRTPI1M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPI1, GPRTPI1, HVRTPI1, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

**C. Billings by Servicer to Non-eligible Self-generation (NESG):**

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

**A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

**B. Billings by Servicer to NESG:**

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

**C. Billings by the REP or its Replacement to End-Use Customers:**

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its

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Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in

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Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

4. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
5. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
  - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
6. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
7. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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Transition Charge Factor 1 (TCF1)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>		<u>General Service Primary</u>		<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
	(\$ / kWh)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	(\$ / kW)	(\$ / kWh)	(\$ / kW)	(\$ / kW)
Aug. 27, 2010	0.000630	0.000172	0.188	(0.000201)	0.180	0.141	0.000876	0.106	0.195
Aug. 27, 2009	0.000552	0.001193	0.161	0.001432	0.182	0.069	0.000752	0.087	0.138
April 29, 2009	0.000752	(0.001260)	0.234	(0.002139)	0.190	0.145	0.000874	0.125	0.232
Aug. 26, 2008	0.000558	0.000242	0.171	0.000228	0.176	0.065	0.000771	0.093	0.155
Aug. 24, 2007	0.000653	0.000295	0.167	0.000205	0.150	0.083	0.000761	0.091	0.148
Aug. 29, 2006	0.000620	0.000378	0.177	0.000353	0.208	0.102	0.000767	0.090	0.182
Aug. 30, 2005	0.000598	0.000324	0.181	0.000315	0.164	0.121	0.000870	0.097	0.099
Nov. 30, 2004	0.000691	0.000632	0.185	0.000455	0.219	0.092	0.000794	0.087	0.174
Aug. 30, 2004	0.000658	0.000290	0.195	0.000144	0.248	0.050	0.000865	0.113	0.173
Jan. 28, 2004	0.000712	0.000655	0.186	0.000442	0.201	0.137	0.000785	0.074	0.135
Aug. 28, 2003	0.000599	0.000577	0.158	0.000395	0.161	0.197	0.000724	0.083	0.150

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## **6.1.1.2.2 Rider TC2 - Transition Charge**

### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \cdot RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

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- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec, GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran, GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTP11, GPRTP11M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPN1, GPRTPN1, HVRTPN1, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Rafts approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee,

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maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to

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and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or

Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
  - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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Transition Charge Factor 2 (TCF2)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>		<u>General Service Primary</u>		<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
	(\$ / kWh)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	(\$ / kW)	(\$ / kWh)	(\$ / kW)	(\$ / kW)
May 28, 2010	0.000920	.001351	0.248	0.000696	0.269	0.121	0.001286	0.140	0.228
Dec. 30, 2009	0.001058	(0.000959)	0.397	0.000463	0.330	0.392	0.001291	0.199	0.429
May 29, 2009	0.000984	0.000741	0.289	(0.000294)	0.281	0.170	0.001258	0.157	0.263
May 28, 2008	0.000948	0.000179	0.266	0.000390	0.280	0.077	0.001219	0.142	0.234
May 25, 2007	0.000969	0.000684	0.264	0.000309	0.237	0.143	0.001230	0.148	0.233
May 30, 2006	0.000993	0.000374	0.272	0.000594	0.336	0.168	0.001197	0.139	0.294
May 31, 2005	0.000958	0.000826	0.366	0.000378	0.289	0.146	0.001360	0.163	0.161
Nov. 30, 2004	0.001164	0.000577	0.163	0.000799	0.355	0.149	0.001343	0.146	0.316
June 30, 2004	0.000966	0.000970	0.282	0.000654	0.296	0.205	0.001277	0.113	0.195

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**6.1.1.3 CTC**

**6.1.1.3.1 Rider CTC - Competition Transition Charge**

**NOT APPLICABLE**

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### 6.1.1.4 Charges for SBF

#### 6.1.1.4.1 Rider SBF - System Benefit Fund

**AVAILABILITY**

Pursuant to Utility Code, Section 39.903, the system benefit fund (SBF) is a nonbypassable fee set by the Public Utility Commission (PUC).

**NET MONTHLY BILL AMOUNT**

A Retail Customer's SBF fee for the billing month shall be determined by multiplying the appropriate SBF charge factor shown below by the current month's billing kWh as determined in the Retail Customer's applicable Rate Schedule.

<u>Rate Schedule</u>	<u>System Benefit Fund Charge Factor (SBFCF)</u>
Residential Service	\$ 0.000654 per kWh
Secondary Service Less than or Equal to 10 kW	\$ 0.000654 per kWh
Secondary Service Greater than 10 kW	\$ 0.000654 per kWh
Primary Service Less than or Equal to 10 kW	\$ 0.000639 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$ 0.000639 per kWh
Primary Service Greater than 10 kW – Substation	\$ 0.000639 per kWh
Transmission Service	\$ 0.000630 per kWh
Lighting Service	\$ 0.000654 per kWh

The amount to be billed is determined by multiplying the Retail Customer's kWh consumption by the appropriate system benefit fund charge factor and is rounded to the nearest cent.

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## 6.1.1.5 Charges for Nuclear Decommissioning

### 6.1.1.5.1 Rider NDC - Nuclear Decommissioning Charges

**AVAILABILITY**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Utilities Code, to all existing or future Retail Customers, including the facilities, premises, and loads of those Retail Customers, within the Company's geographical certificated service area.

**NET MONTHLY BILL AMOUNT**

The Nuclear Decommissioning Charge Factor for each of the Company's stranded cost recovery classes is as follows:

<u>Stranded Cost Recovery Class</u>	<u>Nuclear Decommissioning Charge Factor (NDCF)</u>
Residential Service	\$ 0.000169 per kWh
Secondary Service Less than or Equal to 10 kW	\$ 0.000146 per kWh
Secondary Service Greater than 10 kW	\$ 0.044 per Distribution System billing kW
Primary Service Less than or Equal to 10 kW	\$ 0.000096 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$ 0.045 per Distribution System billing kW
Primary Service Greater than 10 kW – Substation	\$ 0.045 per Distribution System billing kW
Transmission Service	\$ 0.046 per Distribution System billing kW
Lighting Service	\$ 0.000147 per kWh

The amount to be billed is determined by multiplying the Retail Customer's billing determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate Nuclear Decommissioning Charge Factor and is rounded to the nearest cent.

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### 6.1.1.6 Other Charges

#### 6.1.1.6.1 Rider Transmission Cost Recovery Factor (TCRF)

**APPLICABILITY**

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable transmission service charge adjustment pursuant to this rider. The charges derived herein, pursuant to Substantive Rule § 25.193, are necessitated by a change in a transmission service provider's wholesale transmission rate subsequent to Commission approval of the Company's base rate charge for transmission service.

**MONTHLY RATE**

The Competitive Retailer, on behalf of the Retail Customer, will be assessed this transmission service charge adjustment based on the monthly per unit cost (TCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, 4 CP kW or NCP kW).

The TCRF shall be calculated for each rate according to the following formula:

$$TCRF = \frac{\{[\sum_{i=1}^N (NWTR_i * NL_i) - \sum_{i=1}^N (BWTR_i * NL_i)] * 1/2 * ALLOC\} + ADJ}{BD}$$

rounded to nearest \$.000001

Where:

- TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per 4 CP kW or dollars per NCP kW to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.
- NWTR<sub>i</sub> = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the Company's last rate case.
- BWTR<sub>i</sub> = The base wholesale transmission rate of the TSP represented in the NWTR<sub>i</sub> used to develop the retail transmission charges of the Company, in the Company's last rate case.
- NL<sub>i</sub> = The Company's individual 4CP load component of the total ERCOT 4CP load used to develop the NWTR<sub>i</sub>.
- ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the Company's last rate case, unless otherwise ordered by the Commission.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	46.85388101%
Secondary Service Less Than or Equal to 10 kW	1.08761120%
Secondary Service Greater Than 10 kW	39.31916342%
Primary Service Less Than or Equal to 10 kW	0.01447562%
Primary Service Greater Than 10 kW Distribution Line	6.35164042%
Primary Service Greater Than 10 kW Substation	1.25180889%
Transmission Service	5.12141944%
Lighting Service	0.00000000%

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$$ADJ = \sum_{p=1}^6 \{EXP_p - (REV_p - ADJP1_p - ADJP2_p)\}$$

Where:

ADJ = Adjustment to Rate Class TCRF to include prior periods' over/(under) recovery.

EXP<sub>p</sub> = Transmission expense not included in base rates for period p.

REV<sub>p</sub> = TCRF revenue for period p.

(REV<sub>p</sub> - ADJP1<sub>p</sub> - ADJP2<sub>p</sub>) = TCRF Revenue for period p excluding prior period adjustments included in period p.

ADJP1<sub>p</sub> = one-sixth of ADJ calculated in the previous TCRF update for the periods 5 and 6.

ADJP2<sub>p</sub> = one-sixth of ADJ calculated in the second previous TCRF update for the periods 1- 4.

BD = Each class's billing determinant (kWh, 4 CP kW, or NCP kW) for the previous March 1 through August 31 period for the March 1 TCRF update, and for the previous September 1 through February 28 period for the September 1 TCRF update.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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Transmission Cost Recovery Factor (TCRF)

Effective Date	Residential Service (\$/kWh)	Secondary Service			Primary Service				Transmission Service IDR (\$/4CP kW)
		≤ 10 kW (\$/kWh)	>10 kW		≤ 10 kW (\$/kWh)	>10 kW Distribution Line		Substation (\$/4CP kW)	
			NonIDR (\$/NCP kW)	IDR (\$/4CP kW)		NonIDR (\$/NCP kW)	IDR (\$/4CP kW)		
July 1, 2011	0.006872	0.004678	1.846436	2.059691	0.003346	2.124988	2.193299	2.402998	2.249449
March 1, 2011	0.000950	0.000731	0.283570	0.385626	0.000629	0.302083	0.396410	0.283060	0.422800
Sept. 1, 2010	0.000685	0.000455	0.170603	0.233457	0.000344	0.191823	0.229377	0.252862	0.247124
March 1, 2010	0.000516	0.000343	0.128406	0.175714	0.000259	0.144377	0.172643	0.190319	0.186001
Dec. 30, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.105518	0.117411	0.120862	0.120722
Sept. 17, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.112336	0.117110	0.117110	0.120722
Sept. 1, 2009	0.002356	0.002462	0.472547	0.840573	0.001623	0.479068	0.720912	0.720912	0.691746
March 1, 2009	0.002189	0.002287	0.439061	0.781008	0.001508	0.445120	0.669826	0.669826	0.642727
Sept. 1, 2008	0.002063	0.002127	0.403055	0.702664	0.001420	0.430280	0.619825	0.619825	0.573063
March 1, 2008	0.001732	0.001786	0.338338	0.589841	0.001192	0.361193	0.520303	0.520303	0.481049
Sept. 1, 2007	0.001533	0.001635	0.310246	0.456301	0.001134	0.438720	0.414901	0.414901	0.440732
March 1, 2007	0.001215	0.001295	0.245789	0.361500	0.000898	0.347571	0.328701	0.328701	0.349165
Sept. 1, 2006	0.001051	0.001033	0.271030	0.256934	0.000667	0.881852	0.242577	0.242577	0.379605
March 1, 2006	0.000764	0.000751	0.196945	0.186702	0.000485	0.640802	0.176270	0.176270	0.275841
Sept. 1, 2005	0.000808	0.000782	0.195061	0.218221	0.000431	0.614912	0.202486	0.202486	0.278379
March 1, 2005	0.000899	0.000882	0.218670	0.232808	0.000486	0.683723	0.218281	0.218281	0.284134
Sept. 1, 2004	0.000866	0.000843	0.219118	0.264549	0.001117	0.707964	0.225077	0.225077	0.326989
March 1, 2004	0.000501	0.000488	0.126731	0.153007	0.000646	0.409464	0.130178	0.130178	0.189120
Sept. 1, 2003	0.000398	0.000320	0.105622	0.120717	0.000184	0.105499	0.104723	0.104723	0.133828
March 1, 2003	0.000223	0.000214	0.059254	0.068434	0.000154	0.059010	0.060388	0.060388	0.078650
Sept. 1, 2002	0.000056	0.000045	0.014703	0.018325	0.000026	0.011607	0.017807	0.017807	0.013191
Jan. 1, 2002	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

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## **6.1.1.6.2 Rider CMC - Competitive Metering Credit**

### **AVAILABILITY**

Applicable, pursuant to PURA § 39.107 (b) and (i) and PUCT Substantive Rule § 25.311, to any non-residential Retail Customer required by the Independent Organization to have an Interval Data Recorder Meter or a non-residential Retail Customer that is a party of an energy savings performance contract and Company has installed a Non-Company Owned Billing Meter.

### **NET MONTHLY BILL AMOUNT**

The Competitive Metering Credit for each of the Company's eligible retail rate schedules is as follows:

<b><u>Rate Schedule</u></b>	<b><u>Meter Credit</u></b>
Secondary Service Less than or Equal to 10 kW	\$1.01 per month
Secondary Service Greater than 10 kW	\$1.82 per Month
Primary Service Less than or Equal to 10 kW	\$1.86 per Month
Primary Service Greater than 10 kW – Distribution Line	\$2.55 per Month
Primary Service Greater than 10 kW - Substation	\$3.75 per Month
Transmission Service	\$3.75 per Month
Lighting Service (Metered Facilities)	\$1.48 per Month

The Retail Electric Provider of record for the applicable Retail Customer will receive one credit per month for the Retail Customer's utilization of a Non-Company Owned Billing Meter.

Rider CMC is not applicable to Retail Customers being provided service under the Residential Service Rate Schedule or the Unmetered Facilities Monthly Rate contained in the Lighting Service Rate Schedules.

### **AGREEMENT**

An Agreement for Meter Ownership and/or Access for Non-Company Owned Meters is required.

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### **6.1.1.6.3 Rider EECRF - Energy Efficiency Cost Recovery Factor**

#### **APPLICATION**

Applicable, pursuant to PURA § 39.905(b)(4) and Substantive Rule § 25.181(f), to all customers in customer classes that receive services under the Company's energy efficiency programs.

#### **METHOD OF CALCULATION**

An Energy Efficiency Cost Recovery Factor (EECRF) shall be calculated annually in accordance with the following formula:

$EECRF_c = [(Exp_p - Rev_p) + (Exp_a - Rev_a) + Incent] \div CUST_p$ , where:

$EECRF_c$  = Energy Efficiency Cost Recovery Factor for the class.

$Exp_p$  = Projected expense for next year by class.

$Rev_p$  = Projected revenue in base rates for the next year by class.

$Exp_a$  = Actual expense from the previous year by class.

$Rev_a$  = Actual revenue in base rates and EECRF from the previous year by class.

$Incent$  = An allowance approved by the PUC for recovery by the Company in recognition of Company performance in exceeding its demand reduction goals.

$CUST_p$  = Cumulative number of bills by class forecast for all months of the next year.

#### **NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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Energy Efficiency Cost Recovery Factor (EECRF)

<u>Effective Date</u>	Residential Service (\$ / Retail Customer)	Secondary Service		Primary Service			Transmission Service (\$ / Retail Customer)	Lighting Service (\$ / Retail Customer)
		≤ 10 kW (\$ / Retail Customer)	> 10 kW (\$ / Retail Customer)	≤ 10 kW (\$ / Retail Customer)	> 10 kW – Distribution Line (\$ / Retail Customer)	> 10 kW – Substation (\$ / Retail Customer)		
Dec. 30, 2010	0.91	0.01	8.14	4.79	75.91	185.59	(71.62)	0.00
Dec. 30, 2009	0.89	0.11	9.66	0.06	59.87	720.49	273.71	0.00
Sept. 17, 2009	0.92	0.22	8.68	0.00	76.27	76.27	443.77	0.00
Dec. 29, 2008	0.22	(0.79)	2.48	(2.17)	26.17	26.17	(227.52)	(0.17)

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## **6.1.1.6.4 Rider AMCRF - Advanced Metering Cost Recovery Factor**

### **AVAILABILITY**

Applicable, pursuant to PURA § 39.107(h) and PUCT Substantive Rule § 25.130, to Retail Customers receiving metered service for which the Company will install an Advanced Metering System ("AMS") at any time during the AMS cost recovery period approved by the Public Utility Commission of Texas.

Rider AMCRF is not applicable to Retail Customers whose: (1) load is required to be metered by an interval data recorder meter by the Independent System Operator (ERCOT), (2) load was metered by an interval data recorder meter prior to the effective date of PUCT Substantive Rule § 25.130 (May 30, 2007), or (3) load is unmetered.

### **NET MONTHLY BILL AMOUNT**

The AMCRF for each of the Company's applicable retail rate schedules is as follows:

<u>Rate Schedule</u>	<u>AMCRF</u>
Residential Service	\$2.19 per Month
Secondary Service Less than or Equal to 10 kW	\$2.39 per Month
Secondary Service Greater than 10 kW	\$3.98 per Month
Primary Service Less than or Equal to 10 kW	\$3.95 per Month
Primary Service Greater than 10 kW	\$5.15 per Month
Lighting Service (Metered Facilities)	\$3.25 per Month

### **HOME AREA NETWORK FUNCTIONALITY**

As of January 31, 2010, Oncor's advanced metering system supports provisioning and de-provisioning up to five in-home devices, transmitting pricing signals, direct load control or thermostat adjustment signals, and text messages using ZigBee Smart Energy Profile 1.0. Messages can be sent to an individual meter (point-to-point) or to all meters across the entire system (broadcast).

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### **6.1.1.6.5 Rider RCE – Rate Case Expense Surcharge**

#### **AVAILABILITY**

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service for recovery of rate case expenses approved in Docket No. 36530.

Rider RCE shall remain in effect for three years from the effective date of this tariff.

#### **NET MONTHLY BILL AMOUNT**

The RCE amount for each of the Company's applicable retail rate schedules is as follows:

<b><u>Rate Schedule</u></b>	<b><u>RCE</u></b>
Residential Service	\$0.000036 per kWh
Secondary Service Less than or Equal to 10 kW	\$0.000049 per kWh
Secondary Service Greater than 10 kW	\$0.007944 per kW
Primary Service Less than or Equal to 10 kW	\$0.000027 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$0.006785 per kW
Primary Service Greater than 10 kW - Substation	\$0.003775 per kW
Transmission Service	\$0.001874 per kW
Lighting Service	\$0.000139 per kWh

#### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## **6.1.1.6.6 - Rider SCUD - State Colleges & Universities Discount**

### **AVAILABILITY**

This rider is available to any facility of a four-year state university, upper-level institution, Texas State Technical College, or college as provided for in Sec. 36.351 of the Utilities Code, and is applicable to Delivery System Service taken pursuant to a Rate Schedule which specifically references this Rider (the "Effectuating Rate Schedule").

### **MONTHLY RATE**

The total of the Transmission and Distribution Charges (including Municipal Franchise Fee), System Benefit Fund Charge, and Nuclear Decommissioning Charge that would otherwise be applicable under the Effectuating Rate Schedule, shall be reduced by 20%.

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.2 Discretionary Charges

### 6.1.2.1 Standard Discretionary Service Charges

- i. Charges Billed by Company to Competitive Retailer  
The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Charge No.	Name and Description	Amount
	<b>Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.</b>	
<b>Connection Charges (Move-in)</b>		
SD1	<p><b>Standard Move-In</b> Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. Self-Contained Meter (new) iii. CT/Other Meter (existing) iv. CT/Other Meter (new)</p>	<p>\$ 3.20 \$ 11.35 \$ 57.65 \$ 75.95</p>
SD2	<p><b>Priority Move-In</b> Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. CT/Other Meter (existing)</p>	<p>\$ 10.35 \$103.90</p>
<b>Disconnection Charges</b>		
SD3	<p><b>Move-Out</b> Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.</p>	<p>Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.</p>



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SD6	<p><b>Reconnect After DNP</b> Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply.</p> <p><b>Standard Reconnect:</b></p> <p>For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter for which that Company cannot successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day.</p> <p>For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of request.</p> <p>For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.</p> <p>For all premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day maybe considered received on the next Business Day.</p> <p><b>Same Day Reconnect:</b></p> <p>Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.</p> <p><u>At Meter</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i.</td> <td style="width: 85%;">Standard Reconnect</td> <td style="width: 10%; text-align: right;">\$ 3.10</td> </tr> <tr> <td>ii.</td> <td>Same Day Reconnect</td> <td style="text-align: right;">\$ 5.30</td> </tr> <tr> <td>iii.</td> <td>Weekend</td> <td style="text-align: right;">\$ 25.00</td> </tr> <tr> <td>iv.</td> <td>Holiday</td> <td style="text-align: right;">\$ 32.45</td> </tr> </table> <p><u>At Premium Location (i.e. pole, weatherhead, secondary box)</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i.</td> <td style="width: 85%;">Standard Reconnect</td> <td style="width: 10%; text-align: right;">\$ 40.40 **</td> </tr> <tr> <td>ii.</td> <td>Same Day Reconnect</td> <td style="text-align: right;">\$ 65.60 **</td> </tr> <tr> <td>iii.</td> <td>Weekend</td> <td style="text-align: right;">\$116.10 **</td> </tr> <tr> <td>iv.</td> <td>Holiday</td> <td style="text-align: right;">\$143.15**</td> </tr> </table> <p>NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.</p>	i.	Standard Reconnect	\$ 3.10	ii.	Same Day Reconnect	\$ 5.30	iii.	Weekend	\$ 25.00	iv.	Holiday	\$ 32.45	i.	Standard Reconnect	\$ 40.40 **	ii.	Same Day Reconnect	\$ 65.60 **	iii.	Weekend	\$116.10 **	iv.	Holiday	\$143.15**				
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iv.	Holiday	\$143.15**																											
<b>Meter Test Charge</b>																													
SD7	<p>Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.</p> <p><u>Self-contained Meter – Company owned</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i.</td> <td style="width: 85%;">First test within the previous four years</td> <td style="width: 10%; text-align: right;">No Charge</td> </tr> <tr> <td>ii.</td> <td>Found outside of the accuracy standards</td> <td style="text-align: right;">No Charge</td> </tr> <tr> <td>iii.</td> <td>Single Phase</td> <td style="text-align: right;">\$ 33.70</td> </tr> <tr> <td>iv.</td> <td>Three Phase</td> <td style="text-align: right;">\$ 77.80</td> </tr> </table> <p><u>CT/Other Meter – Company owned</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i.</td> <td style="width: 85%;">First test within the previous four years</td> <td style="width: 10%; text-align: right;">No Charge</td> </tr> <tr> <td>ii.</td> <td>Found outside of the accuracy standards</td> <td style="text-align: right;">No Charge</td> </tr> <tr> <td>iii.</td> <td>Single Phase</td> <td style="text-align: right;">\$ 87.75</td> </tr> <tr> <td>iv.</td> <td>Three Phase</td> <td style="text-align: right;">\$117.00</td> </tr> </table> <p><u>Competitive Meter</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 85%;"></td> <td style="width: 10%; text-align: right;">\$117.00</td> </tr> </table>	i.	First test within the previous four years	No Charge	ii.	Found outside of the accuracy standards	No Charge	iii.	Single Phase	\$ 33.70	iv.	Three Phase	\$ 77.80	i.	First test within the previous four years	No Charge	ii.	Found outside of the accuracy standards	No Charge	iii.	Single Phase	\$ 87.75	iv.	Three Phase	\$117.00			\$117.00	
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iv.	Three Phase	\$ 77.80																											
i.	First test within the previous four years	No Charge																											
ii.	Found outside of the accuracy standards	No Charge																											
iii.	Single Phase	\$ 87.75																											
iv.	Three Phase	\$117.00																											
		\$117.00																											



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SD12	<p><b>Interval Data Recorder (IDR) Equipment Installation</b> Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request.</p> <p style="text-align: center;">During Normal Business Hours</p>	As Calculated												
<b>Service Call Charge</b>														
SD13	<p>Applicable when Company employee is dispatched to the Retail Customer's Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company's equipment or system.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%; text-align: center;">i.</td> <td style="width: 85%;">During Business Days, 8:00 AM -5:00 PM CPT</td> <td style="width: 10%; text-align: right;">\$ 10.35</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>Business Days non-Business Hours</td> <td style="text-align: right;">\$ 25.50</td> </tr> <tr> <td style="text-align: center;">iii.</td> <td>Weekend</td> <td style="text-align: right;">\$145.70</td> </tr> <tr> <td style="text-align: center;">iv.</td> <td>Holiday</td> <td style="text-align: right;">\$182.60</td> </tr> </table>	i.	During Business Days, 8:00 AM -5:00 PM CPT	\$ 10.35	ii.	Business Days non-Business Hours	\$ 25.50	iii.	Weekend	\$145.70	iv.	Holiday	\$182.60	As Calculated
i.	During Business Days, 8:00 AM -5:00 PM CPT	\$ 10.35												
ii.	Business Days non-Business Hours	\$ 25.50												
iii.	Weekend	\$145.70												
iv.	Holiday	\$182.60												
<b>Outdoor Lighting Charges</b>														
SD14	<p><b>Security Lighting Repair</b> Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to repair existing Company-owned security lights on Retail Customer's Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.</p>	As Calculated*												
SD15	<p><b>Security Light Removal</b> Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove Company-owned security lights on the Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. This charge shall not apply to removals initiated by the Company.</p> <p>A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.</p>	As Calculated*												
SD16	<p><b>Street Light Removal</b> Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES.</p> <p>A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.</p>	As Calculated*												

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<b>Tampering Charges</b>		
SD17	<p><b>Tampering</b> Applicable to unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises.</p> <p>Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
SD18	<p><b>Broken Meter Seal</b> Applicable to breakage of the Meter seal.</p>	\$ 19.20
<b>Denial of Access</b>		
SD19	<p><b>Inaccessible Meter Charge</b> Applicable when Company personnel is unable to gain access to the meter of a non-residential critical load premises as a result of continued denial of Access as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$ 91.85

\* These charges are applicable to services that will have widely varying costs depending upon the circumstances and requirements of the work to be done.

\*\* These charges are applicable to services provided at locations that are unique and that present special challenges. These challenges vary and as a result, the costs of providing the service may vary widely depending on the required expertise and equipment needed to perform the work.

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## 6.1.2.2 Construction Service Charges

### AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	<b>Delivery System Facilities Relocation/Removal Study Charge</b> Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	<b>Delivery System Facilities Relocation/Removal Charge</b> Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	<b>Competitive Meter Removal/Installation Service Fee</b> Applicable to request for Company to remove a Company-owned meter and replace it with a 3 <sup>rd</sup> party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3 <sup>rd</sup> party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	\$ 98.00 \$168.20 \$197.45
DD4	<b>Competitive Meter Physical Access Equipment Installation Service Fee</b> Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required ( <i>performed during initial meter installation</i> ) B. Additional Service Call Required ( <i>performed after initial meter installation</i> )	\$ 29.25 \$ 52.65
DD5	<b>Emergency Restoration Service Charge</b> Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	<b>Delivery System Facilities Installation Charge</b> Applicable to requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	<b>Additional Service Design Charge</b> Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	<b>Temporary Facilities Charge</b> Applicable to requests made in conjunction with short-term construction projects. A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	\$ 63.55 \$209.80 \$901.00 As Calculated

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**6.1.2.2.1 General: Delivery System Facilities**

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to provide service as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.2.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

**6.1.2.2.1.1 Standard Delivery System Facilities**

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

**6.1.2.2.1.2 Non-standard Facilities**

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.7, NON-STANDARD FACILITY EXTENSIONS. If a municipality requests or requires Company to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow for the payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

**6.1.2.2.1.3 Retail Customer's Electrical Installation**

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

**6.1.2.2.1.4 Space Requirements**

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of way or easements.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

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**6.1.2.2.2 Overhead Delivery Service**

**6.1.2.2.2.1 Standard Service Drop**

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes.

**6.1.2.2.2.2 Service Entrance Conductor**

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

**6.1.2.2.2.3 Connections at Point of Delivery**

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

**6.1.2.2.3 Underground Delivery Service**

Underground service is provided to Retail Customer under the following conditions:

- a) Location and routing of Company's Delivery System is determined by Company.
- b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.
- c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.
- d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.
- e) Competitive Retailer or Retail Customer pays any amount due under this Rate Schedule, as applicable.

**6.1.2.2.3.1 Delivery Service from Company's Existing Underground Delivery System**

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

**6.1.2.2.3.2 Service Lateral – Secondary Voltage**

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

**6.1.2.2.3.3 Transformer and Equipment**

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the

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pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Retail Customer to allow replacement of transformers and other devices.

**6.1.2.2.3.4 Vault**

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company.

Under any other conditions, Retail Customer takes service outside the building.

**6.1.2.2.4 Meter**

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer's service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer's expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

**6.1.2.2.5 Standard Facility Extensions for Small Loads**

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company's facilities is not economically justified or Retail Customer requests facilities in excess of those required to provide service as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

**6.1.2.2.5.1 Overhead Extensions for Small Loads**

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

**6.1.2.2.5.2 Underground Extensions for Small Loads**

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company's existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

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**6.1.2.2.6 Standard Facility Extension: All Other Extensions**

**6.1.2.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions**

Customer will pay a CIAC amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC shall also include an amount to recover franchise fees where applicable.

**Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW**

$$\text{CIAC Amount} = \text{Direct Cost} - \text{Standard Allowance} + \text{Company's Tax Liability} + \text{Applicable Franchise Fees}$$

**Direct Cost -** The current average cost of each component of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the costs of facilities necessary to meet future load growth anticipated to develop within two (2) years, or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

**Standard Allowance -** Standard Allowance Factor x Maximum kW Demand

**Standard Allowance Factor -** The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	\$155 /kW
Primary Service Greater Than 10 kW – Distribution Line	\$ 79 /kW
Primary Service Greater Than 10 kW - Substation	\$ 2 /kW
Transmission Service*	\$ 2 /kW

\*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

**Maximum kW Demand -** Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer.

**6.1.2.2.6.2 Extensions to Multi-Family Dwellings**

Standard allowable expenditure when serving Multi-Family Dwellings is the average estimated system cost to serve Multi-Family Dwellings, on a per unit basis.

**6.1.2.2.6.3 Retail Customer Requested Facility Upgrades**

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

**6.1.2.2.6.4 Unused Standard Allowance**

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

**6.1.2.2.7 Non-Standard Facility Delivery System Extensions**

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

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**6.1.2.2.8 Temporary Delivery System Facilities**

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation as set forth in Section 6.1.2 of this Tariff.

**6.1.2.2.9 Removal and Relocation of Company's Facilities**

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure and is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.2.2.5 or 6.1.2.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

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## 6.1.2.3 Discretionary Charges Other Than Construction Service Charges

### AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	<p><b>Holiday Move-In Charge</b> Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required.</p> <p>A. Self Contained Meter B. Other Connections</p>	    \$ 36.35 \$178.70
DD10	<p><b>Out-of-Cycle Meter Reading Charge</b> Applicable to requests to read Retail Customer's Meter outside Normal Business Hours.</p> <p>A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours - Holiday</p>	    \$ 3.15 \$ 26.90
DD11	<p><b>PCB Inquiry and Testing Charge</b> Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment,</p> <p>A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site C. Lab Testing Charge, if required</p>	       \$170.30 \$ 28.45 As Calculated
DD12	<p><b>Priority Move-In (New Premise) Charge</b> Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours.</p> <p>A. Self Contained Meter B. Other Connections</p>	    \$147.85 As Calculated
DD13	<p><b>Unmetered Facilities Connection/Disconnection</b> Applicable to request to energize/de-energize service to unmetered points of delivery.</p> <p>A. Connection charge for the first device on a specific circuit B. Connection charge for each additional device on that specific circuit C. Disconnection charge for the first device on a specific circuit D. Disconnection charge for each additional device on that specific circuit</p>	       \$ 40.40 \$ 6.20 \$ 35.55 \$ 6.20

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DD14	<p><b>Off-Site Meter Reading (OMR) Equipment Installation – Outside Normal Business Hours Charge</b> Applicable to requests for Company's standard OMR equipment designed to transmit information via radio frequency to a hand-held meter reading device carried by a meter reader. This allows for the provision of a meter reading without visual contact with the meter. The Company maintains ownership of this equipment. This service is limited to self-contained single phase meters.</p> <p>A. Outside Regular Hours – Non-Holiday B. Outside Regular Hours – Holiday</p>	<p>\$174.40 \$206.50</p>
DD15	<p><b>Denial of Access Disconnection/Reconnection Charge</b> Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities.</p> <p>A. Disconnection B. Reconnection</p>	<p>\$ 35.55 \$ 40.40</p>
DD16	<p><b>Meter Investigation Charge</b> Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.</p>	\$ 17.00
DD17	<p><b>Meter Non-Standard Programming Service Fee</b> Applicable to requests to install non-standard meter programs on Meter.</p> <p>A. Programming Prior to Installation B. Field Programming on Previously Installed Meter</p>	<p>\$ 24.25 \$ 58.50</p>
DD18	<p><b>Meter Communication Service Fee</b> Applicable to testing of 3<sup>rd</sup> party communication equipment necessary to obtain interval data from Meter. This charge is assessed to Retail Customers that have interval data recorder meters that are not required by ERCOT.</p>	\$114.70
DD19	<p><b>Electrical Pulse Equipment Installation/Replacement Charge</b> Applicable to requests for the installation/replacement of electrical pulse device equipment.</p> <p>A. Installation Charge B. Replacement Charges</p> <p style="margin-left: 20px;">1. Isolation relay 2. Pulse initiator 3. Isolation relay &amp; pulse initiator 4. Enclosure box</p>	<p>\$542.60 \$276.40 \$113.45 \$331.35 \$153.75</p>
DD20	<p><b>Electrical Pulse Equipment Maintenance Charge</b> Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19.</p>	\$ 10.00
DD21	<p><b>Customer Premise Information Research Service Charge</b> Applicable to requests for or identification of, previously provided data related to Retail Customer.</p>	As Calculated
DD22	<p><b>Power Factor Correction Equipment Installation Charge</b> Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.</p>	As Calculated
DD23	<p><b>Non-Standard Service Equipment Inspection/Testing Charge</b> Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.</p>	\$ 82.50
DD24	<p><b>Inadvertent Gain Charge</b> Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.</p>	\$ 21.90

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DD25	<p><b>Retail Delivery Service Switchover Charge</b> Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request.</p> <p>Self Contained A. Base Charge \$538.55 B. Base Charge Adder \$156.85</p> <p>Instrument Rated C. Base Charge \$797.55 D. Base Charge Adder \$343.40</p> <p>E. Facilities Recovery Charge As Calculated</p>	
DD26	<p><b>Miscellaneous Discretionary Service Charge</b> Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.</p>	As Calculated
DD27	<p><b>Street Light Painting Service Charge</b> Applicable to requests to paint Company-owned street light poles and fixtures.</p>	As Calculated
DD28	<p><b>Street Light and Other Pole Straightening Service Charge</b> Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.</p>	As Calculated
DD29	<p><b>Street Light Patrolling Service Charge</b> Applicable to requests from a governmental entity for Company to provide additional street light patrolling within a specific geographic area.</p>	As Calculated
DD30	<p><b>Street Light Numbering Service Charge</b> Applicable to requests from a governmental entity for Company to number Company-owned lighting facilities.</p>	As Calculated
DD31	<p><b>Street Light Circuit Bulb and Photocell Replacement Service Charge</b> Applicable to requests from a governmental entity for bulb and photocell replacement of an entire street light circuit on a predetermined schedule.</p>	As Calculated
DD32	<p><b>Advanced Metering Pre-pay Customer Connect/Disconnect Charge</b> is made for disconnection or reconnection of a pre-pay Retail Customer's distribution service at a premise where a provisioned AMS meter with remote disconnect/reconnect capability is installed and when the Competitive Retailer uses Oncor's prescribed process for disconnection/reconnection for a pre-paid customer with a provisioned AMS meter.</p>	\$ 0.00
DD33	<p><b>Advanced Metering Time of Use Programming Charge</b> is made for requests to program a provisioned AMS meter to collect metered data in the manner necessary to bill under time of use profiles existing on August 8, 2008.</p>	\$ 0.00
DD34	<p><b>Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company</b> Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.</p>	As Calculated
DD35	<p><b>Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34</b> Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features</p>	As Calculated

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**6.1.2.4 Distributed Generation**

DD36	<p><b>Distributed Generation Pre-interconnection Study Fee</b> Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.</p> <p style="text-align: center;"><b>NON-EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 196.55</li> <li>3. Pre-certified, on network \$ 181.50 *</li> <li>4. Not pre-certified on network \$ 302.50</li> </ul> <p>B. 10+ to 500 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 166.40 **</li> <li>2. Not pre-certified, not on network \$ 287.40</li> <li>3. Pre-certified, on network \$ 862.15 *</li> <li>4. Not pre-certified on network \$1,573.00</li> </ul> <p>C. 500+ to 2000 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 468.90</li> <li>2. Not pre-certified, not on network \$ 589.90</li> <li>3. Pre-certified, on network \$2,329.25</li> <li>4. Not pre-certified on network \$2,329.25</li> </ul> <p>D. 2000+ kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 786.50</li> <li>2. Not pre-certified, not on network \$ 907.50</li> <li>3. Pre-certified, on network \$2,737.65</li> <li>4. Not pre-certified on network \$3,327.50</li> </ul> <p style="text-align: center;"><b>EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 196.65</li> <li>3. Pre-certified, on network \$ 181.50 *</li> <li>4. Not pre-certified on network \$ 302.50</li> </ul> <p>B. 10+ to 500 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 166.40 **</li> <li>2. Not pre-certified, not on network \$ 287.40</li> <li>3. Pre-certified, on network \$1,179.75 *</li> <li>4. Not pre-certified on network \$1,724.25</li> </ul> <p>C. 500+ to 2000 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 468.90</li> <li>2. Not pre-certified, not on network \$ 589.90</li> <li>3. Pre-certified, on network \$3,009.90</li> <li>4. Not pre-certified on network \$3,130.90</li> </ul> <p>D. 2000+ kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 786.50</li> <li>2. Not pre-certified, not on network \$ 907.50</li> <li>3. Pre-certified, on network \$3,327.50</li> <li>4. Not pre-certified on network \$3,448.50</li> </ul> <p>* No cost for Inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.</p>	
DD37	<p><b>Distributed Renewable Generation Metering</b> Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network. Equipment shall be installed within 30 days of receipt of request.</p>	As Calculated

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## **6.2 Company - Specific Terms and Conditions**

### **6.2.1 Definitions**

The following terms, when used in this Tariff for Retail Delivery Service, have the following definitions.

**4CP.** The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**CONNECTED LOAD.** The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Retail Customer's Premises.

**CONTRIBUTION IN AID OF CONSTRUCTION (CIAC).** Payment by Customer to Company for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The payment shall also include an amount to recover franchise fees where applicable.

**DEMAND INTERVAL.** The specified interval of time on which a demand measurement is based. The Company demand interval is normally 15 minutes.

**DWELLING UNIT.** An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

**ENERGY.** The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

**INDIVIDUAL PRIVATE DWELLING.** A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

**MULTI-FAMILY DWELLING.** A building or buildings containing three or more dwelling units all of which are rented primarily for nontransient use, with rent paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

**METERING EQUIPMENT.** Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered.

**METER SOCKET.** A receptacle of weatherproof construction used for mounting a socket-type meter.

**NCP.** The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**NETWORK SERVICE.** A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling three or more primary and or secondary network circuits, providing an additional level of reliability due to the double contingency nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. Company determines where Network Service will be provided, and Network Service is only available in limited areas.

**POWER.** The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

**RACEWAY.** Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

**SERVICE DROP.** Overhead conductors that extend from Company's overhead Delivery System to the Point of Delivery where connection is made to Retail Customer's electrical installation.

**SERVICE ENTRANCE CONDUCTORS.** Conductors provided by Retail Customer extending from Retail Customer's electrical equipment to the point of delivery where connection is made.

**SERVICE ENTRANCE ENCLOSURE.** A connection enclosure used for the purpose of connecting the Service Lateral to Retail Customer's electrical installation.

**SERVICE LATERAL.** Conductors, usually underground but sometimes in raceway above ground, that extend from Company's Delivery System to the Point of Delivery or from Retail Customer's electrical installation to the Point of Delivery.

**SUITABLE SPACE.** The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain Company facilities.

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**TEMPORARY DELIVERY SERVICE.** Delivery Service provided to Retail Customer for a single, continuous period of time which is less than twelve consecutive months except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary Delivery Service.

**WATT.** The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

**WATT-HOUR.** A unit of work or energy equivalent to the power of one watt operating for an hour.

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## 6.2.2 Standard Voltages

Company provides Delivery Service at Company's standard voltages in accordance with Company's Facilities Extension Policy, and not all standard voltages are available at every location. If Retail Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided by Company at the expense of the requesting party.

<i>Single Phase</i>	<i>Three Phase</i>
120	120/208
120/240	120/240 (overhead only)
240	240
240/480	240/480 (overhead only)
	277/480
480	480
2400	2400
	2400/4160
	4160
7200	
	7200/12470
7620	
	7620/13200
12470 (overhead only)	12470
	12470/21600
	13200
14400	
19920 (overhead only)	
	14400/24940
	19920/34500
	34500
	69000
	138000
	345000

Retail Customer should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment.

**Secondary voltage** is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of autotransformers) from a transmission voltage.

**Primary voltage** is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of autotransformers) from a transmission voltage.

**Transmission voltage** is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

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## 6.2.3 Additional Delivery Service Information

### 6.2.3.1 Method of Providing Delivery Service

#### 6.2.3.1.1 Multi-Family Dwellings

Company provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling . Where Delivery Service is provided using individual metering for each Dwelling Unit, Retail Customer shall provide and identify Meter Sockets in a manner and at locations suitable to Company.

#### 6.2.3.1.2 Non-Residential Multi-Tenant Buildings

Company provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Retail Customer shall provide a means, acceptable to Company, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to Company.

#### 6.2.3.1.3 Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, Company provides Delivery Service to each Multi-Family Dwelling pursuant to Section 6.2.3.1.1 and provides Delivery Service to non-residential tenants pursuant to Section 6.2.3.1.2.

#### 6.2.3.1.4 Mobile Homes

Company provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Retail Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to Company.

#### 6.2.3.1.5 Delivery Service Provided Through Facilities Owned by Others

Company has the option to provide Delivery Service to a new Retail Customer through Delivery System facilities owned by an existing Retail Customer, with the consent of the existing Retail Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Retail Customer.

Under this method of service, the new Retail Customer, the existing Retail Customer and Company shall complete a Subtract Meter Agreement setting forth the responsibilities of each party.

### 6.2.3.2 Measurement Adjustment

If Company meters service on the low side of Retail Customer's transformers for service taken at primary or transmission voltage, the following adjustments are made to kWh/kW and power factor measurements in accordance with Section 4.7.1, MEASUREMENTS, unless indicated otherwise in the applicable rate schedule.

Notwithstanding the previous paragraph, for a Retail Customer receiving service at transmission voltage and metered by Company on the low side of the Retail Customer's transformer, Company will apply a separate transformer-specific adjustment factor for kW/kWh and power factor provided by Retail Customer, verified by a qualified third-party and approved by Company.

Primary Distribution Voltage		Transmission Voltage	
Billing Based on kW		Billing based on kWh	
Under 50 kW	50 kW and Over		
2.0% added to measured kW and kWh	1.0% added to measured kW and kWh	2.0% added to measured kWh	0.5% added to measured kW and kWh

If Company, for reasons of economics or safety, chooses to meter on the high side of the Company-owned transformer, the adjustment factors above shall be used to decrease the kWh and kW. For all customers metered on the high side of the Company-owned transformer, Company will increase the Customer's metered power factor by 3%.

In addition, Company may, at its option, install a meter capable of performing transformer loss compensation in lieu of the provisions above.

For all customers metered on the low side of the Retail Customer's transformer, Company will subtract 3% from the Customer's metered power factor.

### 6.2.3.3 Attachments to Company's Facilities

Company does not permit any attachments (such as wires, ropes, signs, banners, or radio equipment) to Company facilities by others except when authorized in writing by Company.

Company may without notice and without liability remove unauthorized attachments to Company facilities.

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## 6.2.4 Additional Discretionary Service Information

### 6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer or Retail Customer, as applicable, shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. The following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

DISCRETIONARY SERVICE CHARGE		APPLICABLE SERVICE AGREEMENT
SD4	Customer Requested Clearance	Discretionary Service Agreement
DD1	Delivery System Facilities Relocation/Removal Study	Discretionary Service Agreement
DD2	Delivery System Facilities Relocation/Removal	Discretionary Service Agreement
DD3	Competitive Meter Removal/Installation Service	Agreement for Meter Ownership and/or Access
DD4	Competitive Meter Physical Access Equipment Installation Service	Discretionary Service Agreement
DD6	Delivery System Facilities Installation	Facility Extension Agreement
DD7	Additional Service Design	Discretionary Service Agreement
DD8	Temporary Facilities	Facility Extension Agreement or Discretionary Service Agreement
DD11	PCB Inquiry and Testing	Discretionary Service Agreement
DD17	Meter Non-Standard Programming Service	Discretionary Service Agreement
DD18	Meter Communication Service	Discretionary Service Agreement
DD19	Electrical Pulse Equipment Installation/Replacement	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20	Electrical Pulse Equipment Maintenance	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27	Street Light Painting Service	Discretionary Service Agreement
DD28	Street Light and Other Pole Straightening Service	Discretionary Service Agreement
DD29	Street Light Patrolling Service	Discretionary Service Agreement
DD30	Street Light Numbering Service	Discretionary Service Agreement
DD31	Street Light Circuit Bulb and Photocell Replacement Service	Discretionary Service Agreement

### 6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

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## 6.3 Agreements and Forms

### 6.3.1 Facilities Extension Agreement

Project Number \_\_\_\_\_

WR Number \_\_\_\_\_

Region/District \_\_\_\_\_

This Agreement is made between \_\_\_\_\_, hereinafter called "Customer" and \_\_\_\_\_, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location \_\_\_\_\_.

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 \_\_\_\_\_ kW ("Contract kW"). 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.

**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  
(Number of lots/units)

\_\_\_\_\_ Electric and gas residential lot(s)/apartment units.  
(Number of lots/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**

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 \_\_\_\_\_ 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 will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. 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.

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**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 will be provided in accordance with Rate Schedule \_\_\_\_\_, 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 - OTHER SPECIAL CONDITIONS**

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ACCEPTED BY COMPANY:

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Signature

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Title

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Date Signed

ACCEPTED BY CUSTOMER:

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Signature

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Title

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Date Signed

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### 6.3.2 Transmission/Substation Facility Extension Agreement

This Agreement is made between \_\_\_\_\_, hereinafter called "Customer" and \_\_\_\_\_, hereinafter called "Company" for the extension of Company Delivery System transmission/substation facilities, as hereinafter described. As used herein, the term "extension" shall mean the construction of new facilities or modification of existing facilities.

Customer has requested that Company construct the following Company-owned Delivery System facilities:

\_\_\_\_\_ ("Company Facilities") to serve the following Customer-owned facilities located at \_\_\_\_\_ ("Customer Facilities"):

#### ARTICLE I - PAYMENT BY CUSTOMER

1. As payment for Customer's portion of the cost of the extension of the Company Facilities in accordance with this Agreement, Customer will pay to Company the amount(s) shown below, such payment(s) to be and remain the property of the Company.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. If the Customer Facilities have not achieved the level of operation specified below by the date specified below, then Customer shall pay to Company those costs as described below to compensate Company for costs it has incurred associated with the Company Facilities. The following will also address any security required associated with such payment obligation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Upon termination pursuant to the provisions of Article III, Paragraph 2 below, Customer shall pay to Company all of: (a) the costs that Company has incurred prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the Company Facilities; (b) the costs that Company has committed to incur prior to the date of termination that it is unable to avoid using commercially reasonable steps; and (c) such costs incurred by Company after the date of termination to return the Delivery System to a condition consistent with Company's construction standards and Company's Tariff for Retail Delivery Service. Any cost obligations incurred by Customer under this paragraph will be reduced by any payments made by Customer under Paragraph 1 above. The provisions of this paragraph shall survive termination of this Agreement.
4. In calculating the costs Company has incurred (or committed to be incurred), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.

#### ARTICLE II - TITLE AND OWNERSHIP

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

#### ARTICLE III - TERM AND TERMINATION

1. This Agreement becomes effective on the date of execution by both parties and may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.
2. Customer may terminate this Agreement at any time prior to completion of the Company Facilities by providing Company with seven (7) days advanced written notice.

#### ARTICLE IV - GENERAL CONDITIONS

1. 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 \_\_\_\_\_, which may from time to time be amended or succeeded.
2. 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.
3. The services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery

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4. Tariff"). Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.
5. This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties. Changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.
6. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the parties.
7. Customer may not assign the Agreement without Company's prior written consent.
8. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

**ARTICLE V - OTHER SPECIAL CONDITIONS**

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ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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### 6.3.3 Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System

Return Completed Application to: Oncor Electric Delivery Company LLC  
Attention: Distributed Resource Specialist  
1616 Woodall Rodgers Fwy  
Dallas, TX 75202-1234

Customer's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number and email address: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_

(Name and Address) \_\_\_\_\_

Signature \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Company for interconnection with the utility system.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95 F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95 F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Pre-Certification Label or Type Number \_\_\_\_\_

Expected Energizing and Start-up Date: \_\_\_\_\_

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other (please describe)) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility? \_\_\_\_\_ Yes

[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

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Layout sketch showing lockable, "visible" disconnect device: \_\_\_\_\_ Yes

**Authorized Release of Information List**

By signing this Application in the space provided below, Customer authorizes Oncor to release Customer's proprietary information to the following persons:

	Name	Phone Number	E-Mail Address
Owner / Customer			
Project Manager			
Electrical Contractor			
Consultant			

If Customer does not sign this Application, then Customer must authorize Oncor to release Customer's proprietary information to consultant or contractor. For residential Customers, that authorization may be provided in an e-mail communication or in hard copy. For commercial Customers, that authorization must be made on the Customer's business letterhead.

\_\_\_\_\_  
[CUSTOMER NAME]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## 6.3.4 Agreement for Interconnection and Parallel Operation of Distributed Generation

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten MW or less to be interconnected at 60 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

#### 4. **Limitation of Liability and Indemnification**

- a. **Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's PUC-approved tariffs and terms and conditions for distribution service, which is incorporated herein by reference.**
- b. **Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.**
- c. **Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.**

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- d. Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*
- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.*
- f. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.*

**5. Right of Access, Equipment Installation, Removal & Inspection**— Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

**6. Disconnection of Unit** – Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

**7. Effective Term and Termination Rights**-- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

**8. Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

**9. Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

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10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the PUCT.

13. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

15. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. **Multiple Counterparts** -- 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[Company Name]

\_\_\_\_\_  
[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

<u>Facility Schedule No.</u>	<u>Name of Point of Interconnection</u>
------------------------------	---

[Insert Facility Schedule number and name for each Point of Interconnection]

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FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:
  
2. Facility location:
  
3. Delivery voltage:
  
4. Metering (voltage, location, losses adjustment due to metering location, and other):
  
5. Normal Operation of Interconnection:
  
6. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
  
7. Facilities to be furnished by Company:
  
8. Facilities to be furnished by Customer:
  
9. Cost Responsibility:
  
10. Control area interchange point (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
  
11. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

[Company Name]

\_\_\_\_\_  
[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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### 6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ ("Company"), a Delaware limited liability company and distribution utility, and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether individual or corporation, and if corporation name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective \_\_\_\_\_ and continues in effect until \_\_\_\_\_. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- 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.

15. **Other Terms and Conditions** -- \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

[COMPANY NAME]  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

[CUSTOMER NAME]  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: July 1, 2011

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## 6.3.6 Easement and Right of Way (Form 50.2000)

EASEMENT AND RIGHT OF WAY  
TRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_

That, \_\_\_\_\_, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon all that certain tract(s) of land located in \_\_\_\_\_ County, Texas, more particularly described in Exhibit(s) -(and-), attached hereto and made part hereof.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable to erect thereon, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto, and the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Grantee reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

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TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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### 6.3.7 Easement and Right of Way (Form 50.2100)

AERIAL EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_           §

That \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", and has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an aerial easement and right-of-way for overhead electric power and communications lines, each consisting of a variable number of wires and cables over and across all that certain tract(s) of land located in \_\_\_\_\_ County, Texas, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines or the metes and bounds description as above described is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said overhead lines when constructed.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such overhead electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future, the right to trim and cut down trees and shrubbery on the easement and right-of-way and Grantor's land adjacent thereto, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said overhead lines or to remove possible hazard thereto, and the right to remove or prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

It is understood, however, that Grantee shall have no right to erect any structures upon the above described easement but may overhang such easement with structures located on property adjacent to Grantor's property.

Grantor reserves the right to use the easement and right-of-way, provided such use shall not include the growing of trees thereon or any other use that may, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted to it.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this aerial easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described aerial easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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### 6.3.8 Easement and Right of Way (Form 50.3200)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS                   §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_               §

That \_\_\_\_\_, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas, 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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**6.3.9 Easement and Right of Way (Form 50.3400)**

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

That \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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Applicable: Entire Certified Service Area  
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### 6.3.10 Easement and Right of Way (Form 50.3500)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_ §

That \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities consisting of a variable number of guy wires, guy anchors, and all necessary or desirable appurtenances over, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said guying facilities when constructed.

Together with the right of Ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, reconstruct, maintain, operate or remove said guying facilities; the right to prevent excavation within the easement; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities and the right to trim or cut down trees or shrubbery within said easement area. Grantor shall not make changes in grade, elevation or contour of the land without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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## 6.3.11 Easement and Right of Way (Form 50.3700)

### SUBSTATION EASEMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Company," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company, its successors and assigns, an easement and right of way for an electric power substation consisting of structures made of steel and or wood, concrete foundations, wires, cables, transformers, switches, circuit breakers, relay and battery all weather enclosures, security fencing and other necessary and/or desirable appurtenances over, upon and under that certain tract of land located in \_\_\_\_\_ County, Texas, more particularly described as follows and sometimes referred to herein as the "easement area":

(Legal Description)

Together with the right of ingress and egress over, across, throughout and along the easement area for the purpose of and with the right to construct, operate, maintain, repair, reconstruct, modify and to remove such electric power substation from such easement prior to or upon termination of such easement.

Further, Company shall have the right to remove or thereafter prevent the growth of trees, limbs, branches or surface brush or vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and its appurtenances; and Company shall have the right to prevent the construction or maintenance of any structures, houses or permanent installations of any kind within the easement area and shall have the right to fence and enclose the easement area and to have exclusive possession of the surface thereof.

It is understood that by this grant of easement and right of way Company is granted exclusive right to use the property described above for the above purpose noted, and Grantor, by these presents and for the consideration stated, relinquishes any right to grant to others any easements, licenses, leases or other rights hereafter with respect to the easement area, without first obtaining the express written consent of Company.

Company shall have the rights of ingress and egress across Grantor's adjacent lands to and from the easement area for the purposes noted herein with regard to the substation. Company shall have the right to construct and maintain an all weather road along and upon the route shown on "Exhibit A" (or "B", depending upon whether a separate legal description is attached as Exhibit "A" for the substation site itself), attached hereto and made a part hereof for all purposes for such ingress and egress, which shall constitute an easement for access to and from the easement area.

In addition to the consideration above recited for the substation easement and access road easement hereby granted, Company will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled, actual damages to fences and growing crops and improvements located on Grantor's adjacent lands caused by reason of the construction, operation, maintenance, repair, reconstruction or removal of said electric power substation and access road; provided, however, Company shall not be required to pay for trimming or removal of vegetation and removal of any improvements located within the easement area, or any trees, limbs, branches or surface brush and vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and access thereto.

TO HAVE AND TO HOLD the above described easement and right of way unto the said Company, its successors and assigns, until all of said facilities shall be removed or upon Company's written notification that the easement is terminated, and in that event said easement shall cease and all rights herein granted shall cease and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement unto Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms  
Applicable: Entire Certified Service Area  
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### 6.3.12 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER \_\_\_\_\_

**GRANT OF PERPETUAL EASEMENT**

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act  
for utility easements serving the subject property only.)

\*\*\*\*\*

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to \_\_\_\_\_, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: \_\_\_\_\_, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from \_\_\_\_\_ to the Veterans Land Board and recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of \_\_\_\_\_ County, Texas, to which reference is made for a full and complete description. Said right-of-way being \_\_\_\_\_ feet wide, being \_\_\_\_\_ feet over and on each side of the center line thereof, said centerline to be agreed upon by the grantee herein. In no event shall this easement be used as an increment to proved service to property outside the boundaries of the above referenced tract. **GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES BY AND DISTANCES.**

(2) Said right-of-way for said line is \_\_\_\_\_ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ \_\_\_\_\_; such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The Grantee agrees to occupy the land to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
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(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was in before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none, indicated so. If necessary, reference and attach exhibit.)

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

\_\_\_\_\_  
(Veteran-Purchaser)

\_\_\_\_\_  
(Spouse)

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PAUL E MOORE

EXECUTIVE SECRETARY

APPROVED AS TO CONTENTS:

VETERANS LAND BOARD OF THE STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

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Oncor Electric Delivery Company LLC**

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### 6.3.13 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER \_\_\_\_\_

**GRANT OF PERPETUAL EASEMENT**

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act)

\*\*\*\*\*

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_  
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board, hereby grants to \_\_\_\_\_, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: \_\_\_\_\_, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from \_\_\_\_\_ to the Veterans Land Board and recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of \_\_\_\_\_ County, Texas, to which reference is made for a full and complete description. Said right-of-way being \_\_\_\_\_ feet wide, being \_\_\_\_\_ feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

(2) Said right-of-way for said line is \_\_\_\_\_ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$\_\_\_\_\_. Such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

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(10) The terms and conditions hereof shall be binding upon the parties, their assigns, respectively. In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

\_\_\_\_\_  
(Veteran-Purchaser)

\_\_\_\_\_  
(Spouse)

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PAUL E MOORE  
EXECUTIVE SECRETARY  
VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED AS TO CONTENTS:

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

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## **6.3.14 Agreement and Terms and Conditions for Pulse Metering Equipment Installation**

\_\_\_\_\_ ("Company") and \_\_\_\_\_ [an Electric Power and Energy end-user; the written authorized representative of \_\_\_\_\_, an Electric Power and Energy end-user; or a retail electric provider for \_\_\_\_\_, 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 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 reserves 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.

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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:**

Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**FOR CUSTOMER:**

Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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 requests 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) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

**Customer** (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

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### 6.3.15 Agreement for Meter Ownership and/or Access for Non-Company Owned Meters

ESI ID: \_\_\_\_\_  
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

\_\_\_\_\_(“Company”) and \_\_\_\_\_(“Retail Customer”) hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters (“Agreement”), as well as Company’s Tariff for Retail Delivery Service (“Tariff”) and Applicable Legal Authorities, will govern Retail Customer’s utilization of Non-Company Owned Meter(s), and Retail Customer’s physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent (“Retail Customer’s Agent”), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency (“LOA”) delivered to Company. Termination of the agency authority of Retail Customer’s Agent will become effective as to this Agreement upon Company’s receipt of written notice of such termination from the Retail Customer. A change in Retail Customer’s Agent will become effective as to this Agreement only upon the Company’s receipt of a new LOA designating a new Retail Customer’s Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer’s Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer’s Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

#### A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized \_\_\_\_\_ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.
2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are \_\_\_\_\_ (i.e., meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer’s Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company’s Tariff.
3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company’s Tariff.
4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company’s Tariff and Applicable Legal Authorities.
5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company’s designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.
6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

#### B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities (“Billing and Settlement Meter

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Reading Capability") is \_\_\_\_\_ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning \_\_\_\_\_. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for \_\_\_\_\_ consecutive minutes beginning at \_\_\_\_\_ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for \_\_\_\_\_ consecutive minutes each day beginning at \_\_\_\_\_ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.
3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

**C. CONTACT INFORMATION**

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

**FOR COMPANY:**

Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**For Receipt of Non-Company Owned Meter:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**FOR RETAIL CUSTOMER:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Premise Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Retail Customer's Competitive Retailer, contact name and phone number:  
\_\_\_\_\_

**FOR METER OWNER:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**For Return of Non-Company Owned Meter:**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**FOR RETAIL CUSTOMER'S AGENT:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

**D. OTHER TERMS AND CONDITIONS**

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.
2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.
3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").
4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.
5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.
6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.
7. 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) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

**Retail Customer** (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

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ACKNOWLEDGED this \_\_\_ day of \_\_\_\_\_, by:

**Meter Owner** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

ACKNOWLEDGED this \_\_\_ day of \_\_\_\_\_, by:

**Retail Customer's Agent** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

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### 6.3.16 COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):\* \_\_\_\_\_

Premise Address (include city, state, zip):\* \_\_\_\_\_  
\_\_\_\_\_

Retail Customer: \_\_\_\_\_

Retail Customer's Billing Address:  
(include city, state, zip) \_\_\_\_\_  
\_\_\_\_\_

Retail Customer's Email: \_\_\_\_\_

Retail Customer's Telephone Number: \_\_\_\_\_

Retail Customer's Fax Number: \_\_\_\_\_

Retail Electric Provider or (REP): \_\_\_\_\_

Transmission and Distribution Utility (TDU): \_\_\_\_\_

Retail Customer's Agent: \_\_\_\_\_

Retail Customer's Agent's Address:  
(include city, state, zip) \_\_\_\_\_  
\_\_\_\_\_

Retail Customer's Agent's Email: \_\_\_\_\_

Retail Customer's Agent's Telephone Number: \_\_\_\_\_

Retail Customer's Agent's Fax Number: \_\_\_\_\_

\* If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

- (1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;
- (2) Submit to and obtain from the TDU information requests, service requests, and data access; and,
- (3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

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By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

\_\_\_\_\_  
Retail Customer

\_\_\_\_\_  
Date

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Oncor Electric Delivery Company LLC**

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**6.3.17 Agreement for Street Lighting Service**

**AGREEMENT FOR STREET LIGHTING SERVICE**

BY AND BETWEEN

\_\_\_\_\_, Texas

A MUNICIPAL CORPORATION

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

\_\_\_\_\_

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Oncor Electric Delivery Company LLC**

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**AGREEMENT FOR STREET LIGHTING SERVICE  
BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND  
[INSERT NAME OF CITY]**

The City of \_\_\_\_\_, Texas, a Municipal Corporation ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
  - a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
  - b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.
  - c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.
2. **Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
  - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (c) If Customer purchases Facilities owned by Company.
3. **Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

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contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

**4. Service Subject to Company's Tariff.** This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

**5. Material Change.** In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

**6. Type of Service and Applicable Rate Schedule.** The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

**7. Installation/Construction.** All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

**8. Relocation of Facilities.** Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

**9. Billing and Payment.** Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

**10. No Delegation of Authority.** Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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**11. Obstructions.** Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

**12. Outages.** To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>  
Telephone: 1-888-313-4747

**13. Permits.** Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

**14. Notice.** Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company:

CUSTOMER OPERATIONS / STREETLIGHT ADMINISTRATION

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

**15. Prior Agreements for Street Lighting Service.** This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

**16. Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

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This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[[INSERT CUSTOMER NAME]]

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

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**EXHIBIT "A"**

**WR Number: \_\_\_\_\_**

**SUPPLEMENT TO  
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND \_\_\_\_\_**

**DATED \_\_\_\_\_**

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by ONCOR Electric Delivery Company LLC and \_\_\_\_\_, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:  

Request for Street Lighting Service dated \_\_\_\_\_, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

*ONCOR ELECTRIC DELIVERY COMPANY LLC*

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
[[INSERT CUSTOMER NAME]]

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

*For CIAC purposes only pursuant  
to Section (4) above.*

\_\_\_\_\_  
[[INSERT CUSTOMER'S AGENT'S NAME]]

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_





**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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**APPENDIX A**

**AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING  
TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY  
(DELIVERY SERVICE AGREEMENT)**

Company and Competitive Retailer hereby agree that their relationship regarding the Delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

- I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

**FOR COMPANY**

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Payment Address (both electronic and postal): \_\_\_\_\_

Company may change such contact information through written notice to Competitive Retailer.

**FOR COMPETITIVE RETAILER**

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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Email Address: \_\_\_\_\_

Billing Address (both electronic and postal): \_\_\_\_\_  
\_\_\_\_\_

PUC Certificate Number: \_\_\_\_\_

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

\*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

\_\_\_ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

\*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-313-6862

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\_\_\_\_ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-313-6862

**III. TERM**

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

**IV.** 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.

**V. SIGNATURES**

**Company** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

**Competitive Retailer** (insert name)

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

## ATTACHMENT B

**TARIFF  
FOR  
RETAIL DELIVERY SERVICE**

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 Woodall Rodgers Fwy  
Dallas, Texas 75202-1234

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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## **Chapter 1: Definitions**

The following definitions apply to Company's Tariff for Delivery Service, including the service rules and regulations, policies, Rate Schedules and Riders, and to any Service Agreements made pursuant to the Tariff, unless specifically defined otherwise therein.

**ACTUAL METER READING.** A Meter Reading whereby Company has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

**AFFILIATED RETAIL ELECTRIC PROVIDER.** A retail electric provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

**APPLICABLE LEGAL AUTHORITIES.** A Texas or federal law, rule, regulation, or applicable ruling of the Commission or any other regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, applicable ruling, procedure, protocol, guide or guideline the Independent Organization, or any entity authorized by the Independent Organization to perform registration or settlement functions.

**BANKING HOLIDAY.** Any day on which the bank designated by Company as the repository for payment of funds due to Company under this Tariff is not open for business.

**BILLING DEMAND.** Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

**BILLING DETERMINANTS.** Measured, calculated, or specified values used to determine Company's Delivery Charges that can be transmitted to the CR on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

**BUSINESS DAY.** Any day on which Company's corporate offices are open for business.

**CENTRAL PREVAILING TIME, CPT.** As established by national time standards, either Central Standard Time or Central Day-Light time.

**CODES.** Federal, state, or local laws, or other rules or regulations governing electrical installations.

**COMMISSION, PUC, or PUCT.** The Public Utility Commission of Texas.

**COMPANY.** The transmission and distribution utility providing Delivery Service pursuant to this Tariff, and its respective officers, agents, employees, successors, and assigns.

**COMPANY'S DELIVERY SYSTEM.** The portion of the Delivery System that is owned by Company.

**COMPETITIVE RETAILER (CR).** A Retail Electric Provider, or a Municipally Owned Utility, or an Electric Cooperative that offers customer choice in the restructured competitive electric power market or any other entity authorized to provide Electric Power and Energy in Texas. For purposes of this Tariff, a Municipally Owned Utility or an Electric Cooperative is only considered a Competitive Retailer where it sells retail Electric Power and Energy outside its certified service territory.

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**CONSTRUCTION SERVICE.** Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of Delivery System facilities, including temporary facilities.

**CONSTRUCTION SERVICE CHARGE.** Commission authorized charges to recover costs associated with Construction Services.

**DELIVERY.** The movement of Electric Power and Energy through Company's electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

**DELIVERY CHARGES.** Commission authorized rates and charges for the use of Company's Delivery System. Delivery Charges comprise Delivery System Charges and Discretionary Charges.

**DELIVERY SERVICE.** The service performed by Company pursuant to this Tariff for the Delivery of Electric Power and Energy. Delivery Service comprises Delivery System Services and Discretionary Services.

**DELIVERY SERVICE AGREEMENT.** The standard, pro-forma document set forth in this Tariff in which Company and Competitive Retailer agree to be bound by the terms and conditions of Company's Tariff.

**DELIVERY SYSTEM.** The electric lines, and other equipment, including transformers, owned by Company and the Meters, including Non-Company Owned Meters, used in the Delivery of Electric Power and Energy.

**DELIVERY SYSTEM CHARGES.** Commission authorized charges to recover costs associated with Delivery System Services.

**DELIVERY SYSTEM SERVICES.** Delivery Services whose costs are attributed to all Retail Customers that receive Delivery Service from Company and charged to Competitive Retailers serving Retail Customers under the Rate Schedules specified in Section 6.1.1, DELIVERY SYSTEM CHARGES. Delivery System Services are all Tariffed Delivery Services provided by Company that are not specifically defined as Discretionary Services.

**DEMAND.** The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured in kW or kVA.

**DISCRETIONARY CHARGES.** Commission authorized charges to recover costs associated with Discretionary Services.

**DISCRETIONARY SERVICES.** Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in Chapter 6.

**ELECTRIC COOPERATIVE.** An electric cooperative as defined in PURA §11.003(9).

**ELECTRIC POWER AND ENERGY.** The kWh, the rate of Delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

**ELECTRIC SERVICE IDENTIFIER or ESI ID.** The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

**ERCOT.** The Electric Reliability Council of Texas, Inc.

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**ESTIMATED METER READING.** The process by which Billing Determinants are estimated when an Actual Meter Reading is not obtained.

**FACILITY EXTENSION POLICY.** The Company policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections for temporary services, and relocation of facilities.

**FACILITY EXTENSION AGREEMENT.** The Service Agreement pursuant to this Tariff that must be executed by Company and the entity (either a Retail Customer or Retail Electric Provider) requesting certain Construction Services before Company can provide such Construction Services to the requesting entity.

**GOOD UTILITY PRACTICE.** This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, Definitions, or its successor.

**HOME AREA NETWORK (HAN) PROVISIONED METER.** An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which the HAN communications are operational.

**INDEPENDENT ORGANIZATION or IO.** The organization authorized to perform the functions prescribed by PURA §39.151.

**KILOVOLT AMPERES or kVA.** 1000 Volt-Amperes.

**KILOWATT or kW.** 1000 Watts.

**KILOWATT-HOUR or kWh.** 1000 Watt-hours.

**LOAD FACTOR.** The ratio, usually stated as a percentage, of actual kWh used during a designated time period to the maximum kW of Demand times the number of hours occurring in the designated time period.

**METER or BILLING METER.** A device, or devices for measuring the amount of Electric Power and Energy delivered to a particular location for Company billing, CR billing and as required by ERCOT. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Commercial and industrial Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner in accordance with P.U.C. SUBST. R. 25.311, Competitive Metering Services and other Applicable Legal Authorities.

**METER DATA.** All data contained within the Meter.

**METER OWNER.** Entity authorized by the Retail Customer to own the Meter. Entity could be Retail Customer, Competitive Retailer, or other entity designated by the Retail Customer as permitted by Applicable Legal Authorities. If the Retail Customer is not eligible for competitive metering or does not choose to participate in competitive metering the Meter Owner shall be Company.

**METER READING.** The process whereby Company collects the information recorded by Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

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**METER READING SCHEDULE.** No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

**METERING EQUIPMENT.** Required auxiliary equipment that is owned by Company and used with the billing meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

**MUNICIPALLY OWNED UTILITY.** A utility owned, operated, and controlled by a municipality or by a nonprofit corporation, the directors of which are appointed by one or more municipalities, as defined in PURA §11.003(11).

**NON-COMPANY OWNED METER.** A Meter on the ERCOT-approved competitive Meter list that is owned by an entity other than the Company. Unless otherwise expressly provided herein, a Non-Company Owned Meter shall be treated under this Tariff as if it were a Meter owned by the Company.

**POINT OF DELIVERY.** The point at which Electric Power and Energy leaves the Delivery System.

**POINT OF SUPPLY.** The point at which Electric Power and Energy enters the Delivery System.

**POWER FACTOR.** The ratio of real power, measured in kW, to apparent power, measured in kVA, for any given load and time, generally expressed as a percentage.

**PREMISES.** A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon.

**PROVIDER OF LAST RESORT (POLR).** A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers.

**PURA.** Public Utility Regulatory Act, TEXAS UTILITIES CODE ANNOTATED.

**RATE SCHEDULE.** A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply. As used in this Tariff, the term Rate Schedule includes all applicable Riders.

**REGISTRATION AGENT.** Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

**RETAIL CUSTOMER.** An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

**RETAIL CUSTOMER'S ELECTRICAL INSTALLATION.** All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Company.

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**RETAIL CUSTOMER'S ELECTRICAL LOAD.** The power and energy required by all motors and other electricity-consuming devices located on Retail Customer's Premises that are operated simultaneously using Electric Power and Energy delivered by Company.

**RETAIL ELECTRIC PROVIDER or REP.** As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

**RETAIL SEASONAL AGRICULTURAL CUSTOMER.** A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

**RIDER.** An attachment to a Rate Schedule that defines additional service options, pricing, conditions, and limitations for that class of service.

**SCHEDULED METER READ DATE.** Date Company is scheduled to read the Meter according to the Meter Reading Schedule.

**SERVICE AGREEMENT.** Any Commission-approved agreement between Company and a Retail Customer or between Company and a Competitive Retailer, which sets forth certain information, terms, obligations and/or conditions of Delivery Service pursuant to the provisions of this Tariff.

**SERVICE CALL.** The dispatch of a Company representative to a Delivery Service address or other designated location for investigation of a complete or partial service outage, irregularity, interruption or other service related issue.

**SETTLEMENT PROVISIONED METER.** An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which 15-minute interval data is sent to and accepted by ERCOT for settlement purposes.

**SWITCHING FEE.** Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching the Competitive Retailer that does not relate to recovering any utility cost or expenses already included in Commission-approved Delivery Charges included in Chapter 6 of this Tariff.

**TAMPER or TAMPERING.** Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could adversely affect the integrity of billing data or the Company's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

**TARIFF.** The document filed with, and approved by, the PUC pursuant to which Company provides Delivery Service. It is comprised of Rate Schedules, Riders, and service rules and regulations. The service rules and regulations include definitions, terms and conditions, policies, and Service Agreements.

**TEXAS SET, TX SET or SET.** A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.

**TRANSITION CHARGES or TC.** Charges established pursuant to a financing order issued by the Commission.

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**VALID INVOICE.** An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission rules, and have not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

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## **Chapter 2: Descriptions of Company's Certified Service Area**

### **2.0 Utility Operations**

Oncor Electric Delivery Company LLC is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas.

### **2.1 Cities Previously Served by TXU Electric**

Abbott	Canton	Elgin
Ackerly	Carbon	Elkhart
Addison	Carrollton	Emhouse
Aledo	Cashion Community	Enchanted Oaks
Allen	Cedar Hill	Ennis
Alma	Celina	Eules
Alvarado	Centerville	Eureka
Alvord	Chandler	Eustace
Andrews	Chico	Everman
Angus	Chireno	Fairview (Collin Co.)
Anna	Clarksville	Farmers Branch
Annetta	Cleburne	Fate
Annetta North	Coahoma	Ferris
Annetta South	Cockrell Hill	Florence
Annona	Colleyville	Flower Mound
Appleby	Collinsville	Forest Hill
Archer City	Colorado City	Forney
Argyle	Comanche	Forsan
Arlington	Commerce	Fort Worth
Athens	Como	Frisco
Aurora	Cool	Frost
Austin	Cooper	Gainesville
Azle	Coppell	Garland
Balch Springs	Copperas Cove	Garrett
Bangs	Corinth	Georgetown
Bardwell	Corsicana	Gholson
Barry	Crandall	Glenn Heights
Bartlett	Crane	Godley
Bedford	Cresson	Golinda
Bellevue	Crockett	Goodlow
Bellmead	Crossroads	Gorman
Bells	Crowley	Graford
Belton	Cumby	Graham
Benbrook	Cushing	Grand Prairie
Beverly Hills	Dallas	Grandfalls
Big Spring	Dalworthington Gardens	Grandview
Blanket	Dawson	Granger
Blooming Grove	Dean	Grapeland
Blue Mound	Decatur	Grapevine
Bonham	DeLeon	Gun Barrell City
Boyd	Denison	Gunter
Breckenridge	Denton	Haltom City
Bridgeport	DeSoto	Harker Heights
Brownsboro	Diboll	Haslet
Brownwood	Dish	Heath
Bruceville-Eddy	Dodd City	Hebron
Buckholts	Dorchester	Henrietta
Buffalo	Dublin	Hewitt
Burkburnett	Duncanville	Hickory Creek
Burke	Early	Hideaway
Burleson	Eastland	Highland Park
Bynum	Ector	Hillsboro
Caddo Mills	Edgecliff Village	Holland
Cameron	Edgewood	Holliday
Campbell	Edom	Honey Grove
Caney City	Electra	Howe

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Hubbard	Millsap	Roscoe
Hudson	Mineral Wells	Rosser
Hudson Oaks	Mobile City	Round Rock
Huntington	Monahans	Rowlett
Hurst	Moody	Roxton
Hutchins	Morgan's Point Resort	Royse City
Hutto	Mount Calm	Runaway Bay
Iowa Park	Muenster	Sachse
Irving	Murchison	Sadler
Italy	Murphy	Saginaw
Itasca	Mustang	Salado
Jacksboro	Nacogdoches	Sanctuary
Jarrell	Navarro	Sansom Park Village
Jewett	Nevada	Savoy
Jolly	New Chapel Hill	Seagoville
Josephine	New Fairview	Shady Shores
Joshua	Newark	Sherman
Justin	Neylandville	Snyder
Kaufman	Nolanville	Southlake
Keene	Nooday	Southmayd
Keller	Northlake	Springtown
Kemp	North Richland Hills	St. Paul
Kennedale	O'Donnell	Stanton
Kerens	Oak Grove	Stephenville
Killeen	Oak Leaf	Streetman
Knollwood	Oak Point	Sulphur Springs
Krum	Oak Valley	Sunnyvale
Lacy-Lakeview	Oakwood	Sweetwater
Ladonia	Odessa	Taylor
Lake Bridgeport	Oglesby	Temple
Lake Dallas	Ovilla	Terrell
Lake Worth	Palestine	The Colony
Lakeside	Palmer	Thorndale
Lakeside City	Pantego	Thorntonville
Lamesa	Paradise	Thrall
Lancaster	Paris	Tira
Latexo	Parker	Tool
Lavon	Payne Springs	Trinidad
Leona	Pecan Gap	Trophy Club
Leroy	Pecan Hill	Troy
Lewisville	Penelope	Tyler
Lindale	Pflugerville	University Park
Lindsay	Plano	Valley View
Lipan	Pleasant Valley	Van
Little Elm	Ponder	Van Alstyne
Little River Academy	Post Oak Bend	Venus
Loraine	Pottsboro	Waco
Lorena	Powell	Watauga
Lovelady	Poynor	Waxahachie
Lowry Crossing	Princeton	Weatherford
Lucas	Prosper	Weir
Lufkin	Pyote	Weils
Mabank	Quinlan	West
Malakoff	Ranger	Westbrook
Malone	Ravenna	Westover Hills
Manor	Red Oak	Westworth Village
Mansfield	Reno (Lamar Co.)	Whitehouse
Marquez	Reno (Parker Co.)	White Settlement
Maypearl	Retreat	Wichita Falls
McGregor	Rhome	Wickett
McKinney	Rice	Willow Park
McLendon-Chisholm	Richardson	Wills Point
Melissa	Richland	Wilmer
Mertens	Richland Hills	Windom
Mesquite	River Oaks	Wink
Midland	Roanoke	Wolfe City
Midlothian	Robinson	Woodway
Milano	Rockdale	Wylie
Mildred	Rockwall	Yantis
Milford	Rogers	Zavalla

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**2.2 Cities Previously Served by TXU SESCO**

Alto	Jacksonville	Rosebud
Arp	Lott	Rusk
Bullard	Marlin	Teague
Coolidge	Mart	Tehuacana
Fairfield	Mexia	Thornton
Frankston	New Summerfield	Troup
Gallatin	Overton	Whitehouse
Groesbeck	Riesel	Wortham

**2.3 Counties Previously Served by TXU Electric**

Anderson	Fisher	Palo Pinto
Andrews	Freestone	Parker
Angelina	Gaines	Pecos
Archer	Glasscock	Rains
Bastrop	Grayson	Reagan
Baylor	Henderson	Red River
Bell	Hill	Reeves
Borden	Hood	Rockwall
Bosque	Hopkins	Rusk
Brown	Houston	Scurry
Burnet	Howard	Shackelford
Cherokee	Hunt	Smith
Clay	Jack	Stephens
Coke	Johnson	Sterling
Coleman	Kaufman	Tarrant
Collin	Kent	Terry
Comanche	Lamar	Tom Green
Cooke	Lampasas	Travis
Coryell	Leon	Trinity
Crane	Limestone	Upton
Culberson	Loving	Van Zandt
Dallas	Lynn	Ward
Dawson	Martin	Wichita
Delta	McLennan	Wilbarger
Denton	Midland	Williamson
Eastland	Milam	Winkler
Ector	Mitchell	Wise
Ellis	Montague	Wood
Erath	Nacogdoches	Young
Falls	Navarro	
Fannin	Nolan	

**2.4 - Counties Previously Served by TXU SESCO**

Anderson	Henderson	Rusk
Cherokee	Limestone	Smith
Falls	McLennan	
Freestone	Milam	

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## **Chapter 3: General Service Rules & Regulations**

### **3.1. APPLICABILITY**

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of Transmission Service by non-ERCOT utilities. Neither does this Tariff apply to the provision of Delivery Service to Wholesale Customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of the Tariff.

### **3.2 GENERAL**

Company will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within the Company's service territory and served by Competitive Retailers. Company has no ownership interest in any Electric Power and Energy it delivers. Company will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff, which establishes the rates, terms and conditions, and policies for such access. Company will provide Delivery Services to Retail Customers and Competitive Retailers pursuant to this Tariff. Company shall provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and shall provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers.

This tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

### **3.3 DESCRIPTION OF SERVICE**

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the Premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate Rate Schedule.

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

### **3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE**

All charges associated with a Delivery Service provided by Company must be authorized by the Commission and included as a Tariffed charge in Section 6.1, RATE SCHEDULES.

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**3.5 AVAILABILITY OF TARIFF**

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

**3.6 CHANGES TO TARIFF**

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC. In the event that Company determines it necessary to change its application of an existing Tariff provision, Company shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 30 Business Days in advance of any change in application of an existing Tariff provision.

**3.7 NON-DISCRIMINATION**

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

**3.8 FORM OF NOTICE**

A notice, demand or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. Any notice, demand or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service

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Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of the Tariff, the "designated contact" shall be the contact(s) designated in the Delivery Service Agreement.

**3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE**

Company shall designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Competitive Retailers. Company shall also designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Retail Customers. Company shall identify to the Commission a Delivery Service contact person(s), either by name or by title, and shall provide convenient access through its Internet website to the name or title, telephone number, mailing address and electronic mail address of its Delivery Service contact person(s). Company may change its designation by providing notice to the Commission, and Competitive Retailers utilizing Delivery Service by the Company, updating such information on the Company's website, and by direct notice to Retail Customer requesting Construction Service.

**3.10 INVOICING TO STATE AGENCIES**

Notwithstanding any provisions in this Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

**3.11 GOVERNING LAWS AND REGULATIONS**

Company's provision of Delivery Service is governed by all Applicable Legal Authorities as defined herein. This Tariff is to be interpreted to conform therewith. Changes in applicable laws, rules, or regulations shall become effective with regard to this Tariff, and any Service Agreements made pursuant to it, as of the effective date of such law, rule or regulation.

**3.12 GOOD-FAITH OBLIGATION**

Company, Competitive Retailer, and Retail Customer will cooperate in good-faith to fulfill all duties, obligations, and rights set forth in this Tariff. Company, Competitive Retailer, and Retail Customer will negotiate in good-faith with each other concerning the details of carrying out their duties, obligations, and rights set forth in this Tariff.

**3.13 QUALITY OF DELIVERY SERVICE**

Company will use reasonable diligence to provide continuous and adequate Delivery of Electric Power and Energy in conformance with Applicable Legal Authorities, but Company does not guarantee against irregularities or interruptions.

**3.14 COOPERATION IN EMERGENCIES**

Company, Competitive Retailer, and any Retail Customer shall cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the Delivery of Electric Power and Energy or the safety and security of persons and property.

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**3.15 SUCCESSORS AND ASSIGNS**

This Tariff shall inure to the benefit of, and be binding upon, Company, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

**3.16 EXERCISE OF RIGHT TO CONSENT**

Company, Competitive Retailer, or Retail Customer shall not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. Company, Competitive Retailer, or Retail Customer further shall not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

**3.17 WAIVERS**

The failure of Company, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

**3.18 NON-BUSINESS DAY DESIGNATIONS**

Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. Company may designate other days as Non-Business Days to reflect additional holiday observances by posting the designation on the Company website no later than October 31 of the preceding calendar year.

**3.19 PUBLIC SERVICE NOTICE**

Company shall, as required by the Commission after reasonable notice, provide public service notices.

**3.20 HEADINGS**

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

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**Chapter 4: Service Rules and Regulations Relating to  
Access to Delivery System of Company by Competitive  
Retailers**

**4.1 GENERAL SERVICE RULES AND REGULATIONS**

**4.1.1 APPLICABILITY OF CHAPTER**

This Chapter governs the terms of access to and conditions of the provision of Delivery Service by Company to Competitive Retailers, whether the Competitive Retailer has entered into a Service Agreement or not. This Chapter also applies to Competitive Retailers utilizing the Delivery System of the Company unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Delivery Service from Company.

**4.1.2 REQUIRED NOTICE**

Notice to Competitive Retailer and Company shall be provided pursuant to Section 3.8, FORM OF NOTICE.

**4.2 LIMITS ON LIABILITY**

**4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS**

This Tariff is not intended to limit the liability of Company or Competitive Retailer for damages except as expressly provided in this Tariff.

*Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical Delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.*

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Competitive Retailer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

**4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

*Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by*

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*any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.*

#### **4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES**

Company and Competitive Retailer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 4.2.1, LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.

#### **4.2.4 FORCE MAJEURE**

*Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.*

#### **4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS**

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its Delivery System or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in the Company's sole judgment, for inspection, test, repair, or changes in the Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of the outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of Broadband over Powerline (BPL) shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

#### **4.2.6 LIMITATION OF WARRANTIES BY COMPANY**

*Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including, but without limitation, warranties of merchantability or fitness for a particular purpose.*

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### **4.3 SERVICE**

#### **4.3.1 ELIGIBILITY**

A Competitive Retailer is eligible for Delivery Service when:

- (1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and
- (2) Competitive Retailer and Company execute a Delivery Service Agreement; or
- (3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

#### **4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)**

For purposes of this section, "Initiation of Delivery System Service" refers to the actions taken by Company to energize a Retail Customer's connection to the Delivery System.

##### **4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED**

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

- (1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

If a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to

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the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

**4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE  
CONSTRUCTION SERVICES ARE REQUIRED**

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail Customer. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

**4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING  
CONSTRUCTION SERVICES**

A Competitive Retailer may request Discretionary Services from Company. Such requests for Discretionary Service must include the following information and any additional data elements required by Applicable Legal Authorities:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence;
- (4) Service address (including City and zip code) and directions to location, and access instructions as needed;
- (5) Discretionary Services requested; and
- (6) Date requested for Company to perform or provide Discretionary Services.

For an electronic service request sent by Competitive Retailer, Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request as required by Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

Competitive Retailer shall be responsible for informing its Retail Customers how to obtain Discretionary Services, including Construction Services consistent with the requirements of Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.

**4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out-of-cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out-of-cycle Meter Read shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is

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made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

**4.3.5 SWITCHING FEE**

Company shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

**4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES**

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based upon the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets for new customers no later than the conclusion of its next general rate case. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

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Subsequent to the selection of a Rate Schedule, the Competitive Retailer shall notify Company of any change of which it is aware in the Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule.

Upon notice to the Competitive Retailer, Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

A change in Rate Schedule that does not require a change in Billing Determinants, shall be applicable for the entire billing cycle in which the change in Rate Schedule is made if the request is made at least two Business Days before the scheduled Meter Read date for that Retail Customer. If a change in the Company's facilities, the Meter used to serve a Retail Customer, or a Rate Schedule requires a different methodology or different Billing Determinants, then such change shall be effective in the next full billing cycle.

#### **4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY**

Competitive Retailer shall timely supply to Company all data, materials, or other information specified in this Tariff, including current customer names, telephone number, and mailing address, in connection with Company's provision of Delivery Services to Competitive Retailer's Retail Customers, if required. Such information shall be used only for Company operations or in transitions of customers to another REP or POLR in accordance with Applicable Legal Authorities and will be subject to the provisions of the code of conduct rule, P.U.C. SUBST. R. 25.272(g), Code of Conduct for Electric Utilities and Their Affiliates.

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities. The requirement that a Competitive Retailer provide the information listed above, regardless of the option chosen shall be effective July 1, 2007.

#### **4.3.8 SUSPENSION OF DELIVERY SERVICE**

##### **4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE**

Company may, without prior notice, intentionally suspend Delivery Service to a Competitive Retailer's Retail Customer where a known dangerous condition exists for as long as the condition exists, provided that such suspension does not result in other dangerous or life-threatening conditions. Company shall notify, as soon as practicably possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Company may also suspend service without prior notice when such suspension is authorized by Applicable Legal Authorities.

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be provided by electronic notice to all certificated

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Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of the outage.

Nothing in this section is intended to take precedence over the timely restoration of service.

**4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION**

**4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS**

Upon receipt of an application for eligibility for critical care or chronic condition residential status, Company shall:

- (1) Follow the procedures outlined in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a critical care residential customer or chronic condition residential customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;
- (2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a critical care residential customer or chronic condition residential customer; and
- (3) Ensure ESI IDs are properly identified for critical care or chronic condition status in Company systems and on applicable Retail Market transactions.

**4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY**

Upon receipt of a request for designation as a critical load industrial customer or critical load public safety customer Company shall:

- (1) Follow the Company-established process for evaluating the request for Critical Load status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Load designation within one month of Company's receipt of the application;
- (2) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
- (3) Ensure ESI IDs are properly identified for critical load status in Company systems and on applicable Retail Market transactions.

**4.3.9.3 OTHER COMPANY RESPONSIBILITIES**

Company shall fulfill any other responsibilities pursuant to P.U.C. Subst. R. 25.497.

**4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

Upon notice to Competitive Retailer, Company may suspend Delivery Service to Retail Customer:

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- (1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or
- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

Company shall provide electronic notice pursuant to Section 3.8, FORM OF NOTICE, of any noticed suspension of service to Competitive Retailers, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

**4.3.11 RESTORATION OF DELIVERY SERVICE**

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice of restoration of service as soon as practicably possible.

**4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER**

Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

**4.3.12.1 MOVE OUT REQUEST**

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction. Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two

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Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

**4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF  
COMPETITIVE RETAILER CHARGES; RECONNECTION  
AFTER DISCONNECTION**

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of the tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery.

For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter that Company cannot successfully communicate with at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For such premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day, if possible, but no later than the close of Company's next field operational day.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which the Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of a request.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, Retail Electric Service Using a Customer Prepayment Device or System, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.

For all premises, standard reconnect requests received by Company between 2:00 PM CPT and 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day may be considered received at 8:00 AM CPT on the next Business Day.

**4.3.13 CUSTOMER REQUESTED CLEARANCE**

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

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## **4.4 BILLING AND REMITTANCE**

### **4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES**

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Read for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

### **4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES**

Construction Service Charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, Company shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.

### **4.4.3 INVOICE CORRECTIONS**

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, meter inaccuracies, and Meter Reading errors. Company

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shall cancel and re-bill the original invoice that was incorrect and apply any payments made as provided by Applicable Legal Authorities. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will promptly issue a corrected invoice. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Company may not issue an invoice for underbillings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations shall be true-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section.

Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

#### **4.4.4 BILLING CYCLE**

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.1.3, OUT-OF-CYCLE METER READS, invoiced charges shall be based on a cycle of approximately one month.

The Competitive Retailer shall have the right to request a one-time adjustment to a Retail Customer's Meter Reading/billing cycle. The Competitive Retailer must select another Company-defined Meter Reading Schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Read/billing cycle subject to Company's and ERCOT's Meter data processing capabilities. Company shall notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading Schedules. Notification shall be provided in accordance with appropriate TX SET protocol. Company's Meter Reading Schedules will be made available on Company's website for the next year by December 15. Company shall provide 60 days notice for any changes in the Meter Reading Schedule.

#### **4.4.5 REMITTANCE OF INVOICED CHARGES**

Payments for all Delivery Charges invoiced to Competitive Retailer shall be due 35 calendar days after the date of Company's transmittal of a Valid Invoice. The 35 calendar day payment provision shall not apply to invoices that have been rejected using Applicable Legal Authorities. Disputed invoiced amounts shall be governed by Section 4.4.8, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). The Company shall specify the due date on the invoice, and the due date shall be the 35<sup>th</sup> calendar day after the transmittal date of the Valid Invoice, unless the 35<sup>th</sup> day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day that is not a Banking Holiday. Electronic invoices transmitted after 5:00 p.m. CPT shall be considered transmitted on the next calendar day.

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Notwithstanding the above, Company and Competitive Retailer may mutually agree to different billing and payment timelines for Discretionary Services, provided that such terms are afforded on a non-discriminatory basis to all Competitive Retailers.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) or by wire transfer (WT) to a bank designated by Company. Payment will be considered received on the date Company's bank receives the EFT or WT and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities.

**4.4.6 DELINQUENT PAYMENTS**

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

**4.4.7 PARTIAL PAYMENTS**

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, partial payments will be applied pro-rata to all separately stated charges.

**4.4.8 INVOICE DISPUTES**

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by Company and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer may refuse to pay the disputed amount. If it does so, it shall provide written notice of the dispute to the Company's designated contact under Section 3.9, DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution.

Company may dispute the reason for which a Competitive Retailer rejects an invoice as prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES.

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If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, Company shall pay interest on such amounts from the date payment was received by Company until the date of refund of such amounts at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer shall pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with TEX. UTIL. CODE ANN. Chapter 183.

If the dispute is resolved in favor of the Company, Company shall not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice shall be due within one Business Day of resolution of the dispute.

A Competitive Retailer shall not dispute a methodology used to estimate a Meter Read if the estimation methodology has been approved by the Commission.

#### **4.4.9 SUCCESSOR COMPETITIVE RETAILER**

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

### **4.5 SECURITY DEPOSITS AND CREDITWORTHINESS**

#### **4.5.1 SECURITY RELATED TO TRANSITION CHARGES**

If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first Valid Invoice from the Company. Company shall ensure that its deposit calculations are reproducible and able to be calculated by Competitive Retailer.

#### **4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES**

##### **4.5.2.1 DEPOSIT REQUIREMENTS**

Except as provided for in Schedule TC of this Tariff and P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, or as provided in PUC Subst. R. 25.107, Certification of Retail Electric Providers, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

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**4.5.2.2 SIZE OF DEPOSIT**

Deposits shall be equal to one-sixth of the estimated annual amount to be billed under this Tariff by Company to Competitive Retailer. The computation of the size of a required deposit shall be mutually agreed upon by the Competitive Retailer and Company. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

**4.5.2.3 FORM OF DEPOSIT**

Deposits under this section shall be in the form of cash, surety bond, letter of credit, affiliate guaranty, or any combination thereof at the Competitive Retailer's option. Competitive Retailer and Company may mutually agree to other forms of security, provided that Company offers such terms on a non-discriminatory basis to all Competitive Retailers. The Company shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by Company and Competitive Retailer. If the credit rating of the provider of the surety bond, affiliate guarantee, or letter of credit is downgraded below BBB- or Baa3 (or equivalent), Competitive Retailer must provide a deposit in accordance with this Tariff within ten Business Days of the downgrade.

**4.5.2.4 INTEREST**

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

**4.5.2.5 HISTORICAL DEPOSIT INFORMATION**

Company shall maintain records showing the name and address of a depositor, the amount of the deposit, and each transaction concerning the deposit. Records of each unclaimed deposit shall be maintained for at least four years, during which time Company will make reasonable efforts to return the deposit and any accrued interest.

**4.5.2.6 REFUND OF DEPOSIT**

Deposits, plus any accrued interest, shall be returned to Competitive Retailer after deduction of all charges and other debts that the Competitive Retailer owes Company, including any applicable late fees, when:

- (1) Competitive Retailer ceases operations within Company's service territory;
- (2) Other arrangements are made for satisfaction of deposit requirements; or
- (3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

All unclaimed deposits will be held by Company for four years from the date the Competitive Retailer ceases operations in the Company's service territory.

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## **4.6 DEFAULT AND REMEDIES ON DEFAULT**

### **4.6.1 COMPETITIVE RETAILER DEFAULT**

A Competitive Retailer shall be considered to be in default under this Tariff if the Competitive Retailer:

- (1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;
- (2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS;  
or
- (3) Is no longer certified as a Retail Electric Provider.

### **4.6.2 REMEDIES ON DEFAULT**

#### **4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY**

Upon Competitive Retailer's default related to failure to remit payment or maintain required security, Company may pursue any or all of the following remedies:

- (1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
- (2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
- (3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
- (5) Require Competitive Retailer to do one of the following:
  - (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
  - (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option (B). If Company or Competitive Retailer chooses option (B), Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

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**4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY  
OBLIGATIONS UNDER TARIFF**

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

- (1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
- (2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;
- (3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

**4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION**

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

**4.6.3 CURE OF DEFAULT**

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

**4.7 MEASUREMENT AND METERING OF SERVICE**

**4.7.1 MEASUREMENT**

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

Company shall provide metering services and provide monthly Meter Reads used for Company billing, billing by a Competitive Retailer and ERCOT settlement in accordance with Applicable Legal Authorities and all standards and protocols adopted by the Independent Organization.

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When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

#### **4.7.2 METER READING**

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Read to the Registration Agent within three Business Days of the Scheduled Meter Reading date. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Company shall perform a Meter re-read at no cost to the Competitive Retailer or Retail Customer.

##### **4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER**

If in any month Retail Customer prohibits access to Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the customer. If the Competitive Retailer is notified that a customer denied access to Company to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter the Retail Customer has the following options:

- a) Disconnection of service;
- b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
- c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

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If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer. If the Competitive Retailer does not choose an option, the Company shall choose the option on behalf of the Competitive Retailer and Retail Customer.

Company may continue to estimate a residential Premises or a non-critical load for an additional 60 days in order to implement one of the options.

Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. If after 60 days, Company has failed to implement an option that provides access, due to the Retail Customer's failure to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.

The requirements of this section shall be effective no later than July 1, 2007.

**4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER**

The Company shall not estimate a Meter Reading for a Premises more than three consecutive times when customer has not denied access.

Company's failure to make an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

An estimate performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reads are infeasible or Applicable Legal Authorities dictate an estimation shall not be considered a break in a series of consecutive months of estimates, but shall not be considered a month in a series of consecutive estimates performed by Company.

The requirements of this section shall be effective no later than July 1, 2007.

**4.7.3 REPORTING MEASUREMENT DATA**

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

**4.7.4 METER TESTING**

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained,

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single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

**4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT**

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

**4.8 DATA EXCHANGE**

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges for the provision of the most recent 12 months of Meter Data or load data to Competitive Retailer; however charges may apply for the provision of data beyond the most recent 12 months.

**4.8.1 DATA FROM METER READING**

Company shall make available to the Registration Agent within three Business Days of the scheduled Meter Reading date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

- (1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
- (2) Data integrity is not compromised; and
- (3) Access is technically feasible.

Metering data, except as specified in Section 4.8.1.3, OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

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All Meter Data values for IDR Meters will contain an associated date/time field as a time stamp. All other Meters will have a date field. All time stamps (both for data points and sets of data) will be reported in CPT. Metering Data values for advanced Meters will contain a date/time field, consistent with protocols implemented through Applicable Legal Authorities.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information, and within three Business Days if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and/or interval data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of usage and/or Demand data for each Premises with a volumetric or Demand Meter and shall also maintain interval data for any Premises for whom Company records interval data. If access is not provided by the Independent Organization, Company shall provide access to this data to IDR customers and advanced meter customers through a web-portal or other means such that the historical data is accessible at any time. If access is not provided by the Independent Organization, Company shall provide access to this data no later than July 1, 2007 to all other non-residential customers through a web-portal or other means such that the historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the Retail Customer.

**4.8.1.1 DATA RELATED TO INTERVAL METERS**

Data from interval Meters will be sent as kWh during each interval. The kWh and kW or kVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

**4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS**

Data reported by volumetric (kWh) Meters will include: the start-of-period date, usage for period, Demand readings (if available), end-of-period date, and end-of-period reading. Exceptions, which include initial Meter Reads and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities.

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

**4.8.1.3 OUT-OF-CYCLE METER READS**

If a Competitive Retailer requests an out-of-cycle Switch, Company shall perform the associated out-of-cycle Meter Read in accordance with the timelines provided in Chapter 6. Out-of-cycle Meter Reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailers on the next Business Day following the out-of-cycle Meter Read date. For the

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new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

**4.8.1.4 ESTIMATED USAGE**

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff and Company shall provide the reason for the estimation. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

A Meter Reading for an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Reading was obtained and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

The requirement of this section that Company provide the reason for the estimation to Competitive Retailer on an electronic transaction shall be effective no later than July 1, 2007.

**4.8.1.5 METER/BILLING DETERMINANT CHANGES**

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Meter Data may be made. The period of estimated Meter Data will be reported with the old Meter number.

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If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Read cycle.

#### **4.8.2 DATA FOR UNMETERED LOADS**

For unmetered service, the following standards apply:

- (1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
- (2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
- (3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

#### **4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA**

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.). New requirements regarding the labeling of replacement data established by paragraphs (1) and (2) shall be implemented not later than July 1, 2007.

The following standards apply to such previously transmitted data:

- (1) When corrections are made to previously sent data, the original SET shall be first cancelled. A replacement SET of data (labeled as replacement data) is then transmitted within one Business Day of the cancelled data;
- (2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be provided in the replacement transaction. When sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be transmitted;
- (3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be cancelled and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
- (4) Company will make corrected data available to the original recipients in a timely manner no matter when the correction is made;
- (5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made; and
- (6) All transactions containing corrections must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules.

#### **4.8.4 DATA EXCHANGE PROTOCOLS**

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange protocols established by the Commission or Independent Organization.

- (1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
- (2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

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- (3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
- (4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

#### **4.9 DISPUTE RESOLUTION PROCEDURES**

##### **4.9.1 COMPLAINT PROCEDURES**

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

- (1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
- (2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
- (3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
- (4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
- (5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

##### **4.9.2 COMPLAINT WITH REGULATORY AUTHORITY**

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

#### **4.10 SERVICE INQUIRIES**

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or

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- (4) Initiation of Delivery System Service to Retail Customer.

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

#### **4.11 OUTAGE AND SERVICE REQUEST REPORTING**

##### **4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS**

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer shall meet this obligation in one of three ways:

- (1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
- (2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
- (3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

- (1) Customer name, and if different, contact name;
- (2) Contact phone number;
- (3) ESI ID;
- (4) Service address (including City and zip code) and directions to location when necessary; and
- (5) Description of problem or requested service.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages and/or service requests.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from Retail

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Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff ) which one of the three options it will select as its primary method for reporting interruptions, irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number 60 days in advance of such change.

**4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

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**Chapter 5: Service Rules and Regulations Relating to the  
Provision of Delivery Service to Retail Customers**

**5.1 GENERAL**

**5.1.1 APPLICABILITY OF CHAPTER**

This Chapter governs the terms of access and conditions of the provision of Delivery Service by Company to Retail Customers, whether the Retail Customer has entered into a Service Agreement or not. This Tariff also applies to Retail Customers receiving Delivery Service unlawfully or pursuant to unauthorized use.

**5.1.2 COMPANY CONTACT INFORMATION**

Notices and other communications by Retail Customer to Company shall be addressed to:

Sr. Vice President and Chief Customer Officer  
Oncor Electric Delivery Company LLC  
1616 Woodall Rodgers Fwy, 7<sup>th</sup> Floor  
Dallas, Texas 75202-1234  
1-888-313-6862

**5.2 LIMITS ON LIABILITY**

**5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS**

This Tariff is not intended to limit the liability of Company or Retail Customer for damages except as expressly provided in this Tariff.

*Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.*

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Retail Customer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

**5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER**

*Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of*

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***Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.***

### **5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES**

Company and Retail Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 5.2.1, LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.

### **5.2.4 FORCE MAJEURE**

***Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.***

### **5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS**

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in Company's sole judgment, for inspection, test, repair, or changes in Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers. If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customers under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of BPL shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

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**5.2.6 LIMITATION OF WARRANTIES BY COMPANY**

*Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.*

**5.3 SERVICE**

Company shall provide Delivery Service pursuant to the terms and conditions of this Tariff to any Retail Customer within Company's certificated service territory requiring such service. Except as required for Construction Services or other unique Delivery Service needs, Retail Customer should contact Retail Customer's designated Competitive Retailer for all matters relating to the provision of Delivery Service.

**5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)**

For the purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize Retail Customer's connection to the Delivery System.

**5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED**

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

- (1) The Retail Customer's electrical installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or
- (2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested.

Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

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**5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE  
CONSTRUCTION SERVICES ARE REQUIRED**

Where Construction Services are required prior to the initiation of Delivery System Service, Retail Customer may contact Company directly to make arrangements for such service. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 5.3.1.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

**5.3.2 REQUESTS FOR CONSTRUCTION SERVICES**

All Construction Service requests must include the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) ESI ID, if in existence and available;
- (4) Service address (including City and zip code), directions to location, and access instructions when appropriate;
- (5) Construction Services requested; and
- (6) Date requested for Company to perform or provide Construction Service.

Company will contact the person designated in the request within two Business Days to make necessary arrangements for Construction Services pursuant to Section 5.7, FACILITIES EXTENSION POLICY and Section 5.10, METER. If a new ESI ID is required, Company shall establish the new ESI ID for the Point of Delivery and transmit the appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

**5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER**

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

**5.3.4 SWITCHING FEES AND SWITCHOVERS**

Company shall not charge Retail Customer for a change in designation of Retail Customer's Competitive Retailer. Company shall charge Retail Customer for a switchover to another distribution utility in accordance with Section 6.1, RATE SCHEDULES, of this Tariff.

**5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE  
SCHEDULES**

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;

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2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary meter has been used for the same Premises for which the permanent meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based on the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets no later than the conclusion of its next general rate case. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any factors affecting Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

### **5.3.6 CHANGES IN RATE SCHEDULES**

Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer, or unless the change in Rate Schedule requires a different billing methodology, any change in a Rate Schedule selection shall be applicable for the entire billing cycle in which the change in Rate Schedule was requested if the request is made at least two Business Days before the Meter Read date for that Retail Customer. If a change in Company's facilities or Meter used to serve Retail Customer occurs, or if the change in Rate Schedule requires a different billing methodology or different Billing Determinants, then the change shall be effective in the next full billing cycle.

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**5.3.7 SUSPENSION OF SERVICE**

**5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE**

Company may, without prior notice, intentionally suspend Delivery Service to Retail Customer where a known dangerous condition exists and for as long as it exists, provided that such suspension does not result in another dangerous or life-threatening condition. Where reasonable, given the nature of the hazardous condition, Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each Retail Customer as soon as possible after service has been disconnected.

Company may also suspend service when such suspension is authorized by Applicable Legal Authorities.

Where Company expects that large numbers of Retail Customers will be affected by a suspension for a significant amount of time, Company will notify Retail Customers about the suspension through the use of door hangers, letters, personal canvassing, news media, or other appropriate methods.

If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497. Notice of a suspension of service shall be provided to Retail Customers currently designated as critical care, or chronic condition, or critical load if reasonably possible.

Nothing in this section is intended to take precedence over the timely restoration of service.

**5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS**

Company may suspend Delivery Service to Retail Customer upon notice to Retail Customer's Competitive Retailer:

- (1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
- (2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
- (3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;
- (4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

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- (5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

**5.3.7.3 RESTORATION OF SERVICE**

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice to Retail Customer's Competitive Retailer as soon as practicably possible.

**5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION**

(1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:

- (A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;
- (B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;
- (C) During "extreme weather conditions" as defined in the Commission's customer protection rules;
- (D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.
- (i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:
- (I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;
- (II) have the subject person's attending physician submit a written statement to Company; and
- (III) enter into a deferred payment plan.
- (ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or
- (E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical care residential customer, unless all of the procedures required by Company pursuant to P.U.C. Subst. R. 25.497 and P.U.C. Subst. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical load industrial customer or a critical load public safety

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customer, unless all Company-established processes are followed. If Retail Customer believes it qualifies for designation as a critical care residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. Subst. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. Subst. R. 25.497.

**5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES**

At the request of Retail Customer, or Retail Customer's designated Competitive Retailer, for Retail Customer related construction, alteration, emergency, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules. Company shall disconnect and reconnect Retail Customer's Premises upon request by a Competitive Retailer authorized to do so.

**5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES**

**5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS**

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with Good Utility Practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

**5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION**

In those locations where an ordinance requires Retail Customer to obtain a certificate of inspection and acceptance or a permit, Retail Customer will obtain all necessary permits and certificates of inspection covering its electrical installation. Company will not interconnect its Delivery System facilities with Retail Customer's Electrical Installation until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company may decline to interconnect its Delivery System facilities with any of Retail Customer's Electrical Installation that is known to be hazardous under applicable Codes or that is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice, or where a known dangerous condition exists and for as long as it exists.

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**5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S  
ELECTRIC INSTALLATION**

Retail Customer's Electrical Installation must be arranged so that the location of the Point of Delivery allows Company to provide safe and reliable Delivery Service, taking into consideration the location of existing Company facilities and construction needed to connect Retail Customer's Electric Installation to Company system.

Any change from the Company-approved Point of Delivery may be subject to a Discretionary Service Charge pursuant to Section 6.1, RATE SCHEDULES.

In the event Company is required by Applicable Legal Authorities to relocate any of its facilities, Retail Customer will, at Retail Customer's expense, relocate or change Retail Customer's Electrical Installation as required.

**5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL  
INSTALLATION TO COMPANY FACILITIES**

Only personnel authorized by Company are permitted to make, energize, or de-energize connections between Company facilities and Retail Customer's Electrical Installation.

**5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND  
THE METER**

Retail Customer must grant to or secure for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer necessary for Company to install Delivery System facilities for the sole purpose of delivering Electric Power and Energy to Retail Customer. Retail Customer must provide, without cost to Company, suitable space on Retail Customer's Premises for the installation of Delivery System facilities necessary to deliver Electric Power and Energy to Retail Customer and for installation of Metering Equipment and the Meter pursuant to Section 5.10, METER.

**5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES  
ON RETAIL CUSTOMER'S PREMISES**

Consistent with Section 5.2, LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), Retail Customer shall have a duty to exercise reasonable care not to damage Company Delivery System facilities on Retail Customer's Premises and shall not be considered to be a bailee or to have possession of those facilities.

Retail Customer shall not Tamper with Company's facilities or the Meter on Retail Customer's Premises. ***Company shall not be liable to Retail Customer for any injuries that result from such Tampering.*** Loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's Tampering or failure to exercise reasonable care not to damage such facilities shall be subject to the provisions of Section 5.2, LIMITS ON LIABILITY. Charges for such loss or damage shall be consistent with Section 6.1, RATE SCHEDULES.

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The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

Company shall repair any street light or security light within 15 calendar days of receipt of a repair request from either the Retail Customer or Competitive Retailer unless otherwise provided in the Rate Schedules that pertain to lighting.

#### **5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM**

In the event of use or attempted use of the Delivery System, without Company's authorization, whether by Tampering with Meter or Metering Equipment or by any other means, Delivery Service may be suspended by Company. Company must comply with all Applicable Legal Authorities and Section 5.3.7, SUSPENSION OF SERVICE. A person found to be using the Delivery System without authorization must pay the charge for restoring Delivery Service as provided in Company's Rate Schedules under which that person would normally receive Delivery Service and may be required to pay all charges, including the following, before Delivery Service will be restored or initiated:

- (1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
- (2) The cost of replacement or repair of any damaged Meter and associated Company equipment;
- (3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
- (4) All other costs associated with the investigation and correction of the unauthorized use.

#### **5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES**

Company's duly authorized representatives have the right of access to Retail Customer's Premises at all reasonable hours, or at any hour if for the sole purpose of restoring Delivery Service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace Company's wiring apparatus and other facilities; read the Meter; and perform other activities necessary to provide Delivery Service, including tree trimming and tree removal where such trees in the opinion of Company constitute a hazard to Company personnel or facilities, or to the provision of continuous Delivery Service, provided, however, that such representatives comply with all applicable site-specific safety requirements which have been communicated by Retail Customer in writing to Company. Such personnel must exhibit a photo-identification badge to gain access. Failure to provide access may result in suspension of Delivery Service and/or additional charges under the appropriate Commission approved Tariff that shall be billed to Retail Customer's designated Competitive Retailer. Company will notify Retail Customer's designated Competitive Retailer of Retail Customer's failure to provide access. Retail Customer shall not grant access to the facilities of Company and the Meter except to authorized Company representatives.

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## **5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD**

### **5.5.1 LOAD BALANCE**

If a Retail Customer takes multi-phase Delivery Service, Retail Customer must take reasonable actions to control the use of Electric Power and Energy so that Retail Customer's Electrical Load at the Point of Delivery is in reasonable balance.

### **5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS**

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

Company shall comply with the procedures described in P.U.C. SUBST. R. 25.51, Power Quality.

Where intermittent electrical loads or load control devices are a part of Retail Customer's installation, Company may determine through a methodology approved by the Commission, the billing Demand associated with the Retail Customer's Premises on the basis of a time interval which is shorter than that specified in Company's Rate Schedule under which Retail Customer is receiving Delivery Service.

### **5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS**

Retail Customers planning the installation of electric equipment such as computers, communication equipment, electronic control devices, motors etc., the performance of which may be adversely affected by voltage fluctuations, distorted 60 hertz wave forms, or single phase events, are responsible for providing and installing the necessary facilities, including protective equipment, to limit these adverse effects.

### **5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD**

Retail Customer, or Competitive Retailer at the request of Retail Customer, shall notify Company when Retail Customer's Electrical Load or contracted Demand is to be changed substantially so that Company may ensure its facilities are adequate. In the event Retail Customer adds electrical load at Retail Customer's installation that results in the use of Delivery Service in excess of the maximum capacity of the Delivery System facilities serving Retail Customer, Retail Customer is subject to liability pursuant to Section 5.2, LIMITS ON LIABILITY for any damage to Company's facilities resulting from the use of Delivery Service in excess of such maximum.

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**5.5.5 POWER FACTOR**

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:

(1) Calculation of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x 0.95)/Current Month Power Factor

(2) Calculation of Power Factor Adjusted 4-CP kW.

Each of the Retail Customer's monthly coincident peak kW demands used to calculate the Retail Customer's average 4 CP kW demand applicable under the Monthly Rate section shall be calculated using the following formula:

Power Factor Adjusted Monthly CP kW =(Actual Monthly CP kW demand at the time of the ERCOT peak x 0.95)/Monthly Power Factor

Power Factor Adjusted 4-CP kW=average of the Retail Customer's Monthly CP kW as adjusted for power factor if applicable.

(3) Power Factor Adjusted Monthly NCP kW demands will be used in determining the Billing kW under the applicable tariff schedule.

If Company has a different power factor billing adjustment it shall conform to these calculations upon its next general rate case.

Should a Retail Customer's Power Factor deviate from the standard described above to the point that it is causing Delivery System problems for other Retail Customers, and the Retail Customer fails to correct the problem after sufficient notice, Company may install the necessary equipment on the Delivery System to correct the problem to the standard described above, and the Retail Customer shall be required to reimburse Company for the cost.

**5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT**

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

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## **5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE**

### **5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)**

Company will not provide Delivery Service to Retail Customer where any part of Retail Customer's Electrical Installation is located outside the State of Texas or is connected directly or indirectly to any other electric lines, all or part of which are located outside the State of Texas, other than through certain high-voltage direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

### **5.6.2 PARALLEL OPERATION**

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities. Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

## **5.7 FACILITIES EXTENSION POLICY**

### **5.7.1 GENERAL**

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

- (1) Installation of standard facilities;
- (2) Installation of facilities in excess of standard facilities normally provided for requested type of service and allowed for in this Tariff;
- (3) Installation of non-standard facilities;
- (4) Upgrades of facilities due to Customer adding load;
- (5) Electric connections to temporary facilities; and
- (6) Removal and relocation of facilities.

Company is responsible for the construction of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to the Delivery System. The treatment of extension of Meter facilities is excluded from this section and is addressed in Section 5.10, METER, of this Chapter. Payments in the form of a contribution in aid of construction or an advance for construction may be required from the entity requesting such Construction Service prior to commencement of construction in accordance with Section, 5.7.4, ALLOWANCE FOR FACILITIES, Section 5.7.5, NON-STANDARD FACILITIES, and Section 6.1, RATE SCHEDULES.

### **5.7.2 CONTRACTUAL ARRANGEMENTS**

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine

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the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

**5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM**

Requests for new residential Delivery Service requiring Construction Service, such as line extensions, shall be completed within 90 days of execution of the Facility Extension Agreement, or within a time period agreed to by the entity requesting the Construction Service and Company, and after the entity requesting Construction Service has made satisfactory payment arrangements for Construction Service Charges. For all other extensions requiring construction, requests should be completed within the time estimated by Company. For the purposes of this section, facility placement that requires a permit for a road or railroad crossing will be considered a line extension. Unless mutually agreed to by Company and Retail Customer, within ten Business Days of Company's receipt of a detailed request, Company shall give the entity requesting Construction Service an estimated completion date and an estimated cost for all charges to be assessed.

Unless a delay is beyond the reasonable control of Company, a delay of more than 90 days beyond execution of the Facility Extension Agreement for new residential Delivery Service shall constitute failure to serve, unless the entity requesting the service has agreed to a longer term. The Commission may conduct enforcement action and seek penalties and other remedies for unreasonable delays.

**5.7.4 ALLOWANCE FOR FACILITIES**

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may be provided for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

**5.7.5 NON-STANDARD FACILITIES**

Non-standard facilities are defined in Chapter 6, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Chapter 6, and the Facility Extension Agreement.

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**5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES**

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

**5.7.7 TEMPORARY DELIVERY SYSTEM**

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Chapter 6.

**5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS**

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Chapter 6. Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.

**5.7.9 DISMANTLING OF COMPANY'S FACILITIES**

Company may, upon discontinuation of Delivery Service to Retail Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which Company installed to provide Delivery Service to Retail Customer. Company may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such. Company shall be subject to liability pursuant to Section 5.2 LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), for any such abandoned lines or equipment, and may offer Retail Customer the option to terminate applicable easements pursuant to this Tariff. If Company removes outdoor lighting on its own initiative, it shall not charge for removal. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.

**5.8 BILLING AND REMITTANCE**

**5.8.1 BILLING OF DELIVERY CHARGES**

Company shall bill Retail Customer's selected Competitive Retailer for all charges associated with Delivery Services and Discretionary Charges not associated with Construction Services. In no case shall Delivery Service Charges be billed to a Competitive Retailer for a time period when the Competitive Retailer was not the Retail Electric Provider for the Retail Customer.

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**5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY**

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions inaid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

**5.9 DEFAULT AND REMEDIES ON DEFAULT**

**5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER**

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer to the POLR or arrange for Retail Customers to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT.

**5.10 METER**

**5.10.1 METERING PRACTICES**

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Chapter 6.

**5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS**

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities otherwise, the Meter shall be owned by the Company.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including

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necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

Retail Customer and, to the extent authorized by the Retail Customer, its designated Competitive Retailer shall have access to all of Retail Customer's Meter Data, including the data used to calculate charges for Delivery Service, Retail Customer's historical load data and other proprietary customer data from Company pursuant to Applicable Legal Authorities. If authorized by the Commission, Company may assess a charge for compiling such data pursuant to Section 6.1, RATE SCHEDULES.

**5.10.2.1 REQUIREMENTS**

Retail Customer shall provide the following, at no cost to Company, at a suitable and easily accessible location:

- (1) Sufficient and proper space for installation of Meter and Metering Equipment;
- (2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;
- (3) Meter loop; and
- (4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

**5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS**

When Delivery Service is measured through individual Meters for each living unit in multi-family dwellings or each retail space in a multi-tenant building, the property owner of each individually metered living unit or retail space is responsible for proper connection of Retail Customer's Electrical Installation to the Meter socket for Meter, including correct identification and labeling of Meter socket in order to designate living unit or retail space being metered. Company requires property owner, at property owner's expense, to correct any improper connection or identification and, when responsible, reimburse Company for any costs incurred as a result of the improper connection except as otherwise required by Applicable Legal Authorities.

**5.10.4 LOCATION OF METER**

Consistent with Good Utility Practice, a Meter and its associated equipment shall be installed in a location that facilitates the provision of safe and reliable Delivery Service and accurate measurement and that provides a clear working space on all sides. The center of the Meter shall be not less than four feet and not more than six feet above the finished grade. All Meter locations should be as near as possible to the Point of Delivery. Meters for residential Retail Customers are to be located outside the building. Meter location for nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

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Meters will not be installed as follows:

- (1) In any hazardous location;
- (2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
- (3) Directly over any stairway, ramp or steps;
- (4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
- (5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
- (6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

**5.10.5 NON-COMPANY OWNED METERS**

Company shall provide all services associated with the Meter unless otherwise authorized by the Commission in accordance with Applicable Legal Authorities, including but not limited to, ownership, installation, removal, maintenance, testing and calibration, and data collection and management for Company billing and submission to Independent Organization.

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:

- (1) Retail Customer contact name;
- (2) Retail Customer contact phone number;
- (3) Meter Owner contact name, address and phone number;
- (4) Meter Type and manufacturer;
- (5) Competitive Retailers contact name and phone number;
- (6) ESI ID if in existence and available;
- (7) Service address and directions to location when appropriate;
- (8) Service requested; and
- (9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

Company shall acknowledge receipt of the request to Retail Customer, Competitive Retailer or Retail Customer's designated agent and will contact the entity designated by the Retail Customer to make proper arrangement to provide the requested service in accordance with Applicable Legal Authorities.

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's designated Meter Owner and will be in the form specified in Section 6.3, AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

The installation of a Meter that will cause a change of the settlement profile for the ESI ID may occur at any time of the month, however the settlement profile will not change until the beginning of the next scheduled Meter Reading/billing cycle.

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Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for Meter removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter owner. However, if the Company receives a request to energize a Meter not owned by the Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

Upon removal of a Non-Company Owned Meter, Company shall immediately contact the Retail Customer, Meter Owner, and Competitive Retailer and shall ship the Meter Cash on Delivery (COD) to designated Meter Owner or shall safeguard the Meter until the earlier of (a) the date the Meter Owner takes possession of the Meter, or (b) 60 calendar days from the date of removal of the Meter. If the Meter Owner fails to take possession of the Meter within 60 calendar days or upon 30 days of the return of a Meter that has been shipped COD, the Company is no longer responsible for safeguarding the Meter and may dispose of it in any manner the Company deems appropriate.

Charges associated with Non-Company Owned Meters will be invoiced directly to the Retail Customer, Competitive Retailer, or the entity requesting the service, pursuant to Chapter 6, including charges for the installation, removal, and storage of a Non-Company Owned Meter and the installation and removal of a Meter owned by the Company.

## **5.11 RETAIL CUSTOMER INQUIRIES**

### **5.11.1 SERVICE INQUIRIES**

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:

- (1) Inquiries regarding site specific Delivery Services;
- (2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or
- (3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

### **5.11.2 COMPLAINTS**

Retail Customer may submit written complaints about Delivery Service to Company and may call Company to lodge complaints orally. Retail Customer shall contact the person listed under Section 5.1.2, COMPANY CONTACT INFORMATION. Company shall inform Retail Customer of its right to file a complaint with the Commission. Company shall provide contact information for the Commission to the Customer.

### **5.11.3 BILLING INQUIRIES**

Retail Customer inquiries concerning billing related issues shall be directed to Retail Customer's designated Competitive Retailer. Inquiries related to billing for Construction Services billed directly to Retail Customer should be referred to Company.

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## **5.12 OUTAGE REPORTING**

### **5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS**

Retail Customer should report outages, interruptions, irregularities, or repair requests as directed by its designated Competitive Retailer.

Company shall maintain a toll free number to receive, in either English or Spanish, reports of interruptions, irregularities, or repair requests from a Retail Customer.

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response. The data necessary includes the following:

- (1) Retail Customer name, and if different, contact name;
- (2) Retail Customer phone number, and if different, contact phone number;
- (3) Service address (including city and zip code) and directions to location;
- (4) ESI ID, if available; and
- (5) Description of problem.

### **5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS**

The Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and charge Competitive Retailer a fee for the Service Call pursuant to the applicable Service Charges in Chapter 6 of this Tariff.

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## **Chapter 6: Company Specific Items**

### **6.1 Rate Schedules**

#### **6.1.1 Delivery System Charges**

##### **6.1.1.1 Charges for Transmission and Distribution System Service**

###### **6.1.1.1.1 Residential Service**

###### **AVAILABILITY**

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane hangars, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

###### **TYPE OF SERVICE**

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to section 6.1.2.2 of this Tariff.

###### **MONTHLY RATE**

###### **I. Transmission and Distribution Charges:**

Customer Charge	\$0.78	per Retail Customer
Metering Charge	\$2.28	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.018583	per kWh

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000169 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

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**VII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per kWh

**IX. State Colleges and Universities Discount:** See Rider SCUD

**X. Regulatory Surcharge:** See Rider RS per kWh

**COMPANY SPECIFIC APPLICATIONS**

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### 6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW

**AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

**TYPE OF SERVICE**

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

**MONTHLY RATE**

**I. Transmission and Distribution Charges:**

Customer Charge	\$1.71	per Retail Customer
Metering Charge	\$5.19	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.020109	per kWh

**II. System Benefit Fund:** \$0.000654 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000146 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per kWh

**IX. State Colleges and Universities Discount:** See Rider SCUD

**X. Regulatory Surcharge:** See Rider RS per kWh

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**COMPANY SPECIFIC APPLICATIONS**

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

Premises with a standard watt-hour meter that use 3,500 kWh or more in a month will have a demand meter installed to determine continued eligibility under this schedule. If the usage at a premise with an advanced meter reaches or exceeds 3,500 kWh in a month, any recorded demand of greater than 10 kW in subsequent months will result in the premise being assigned to the Secondary Greater than 10 kW rate schedule.

**UNMETERED SERVICE**

Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

Delivery Service to telecommunications devices and governmental non-lighting related loads whose maximum power requirements do not exceed 80 watts will be billed at the Monthly Rate specified above, subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load of 20 watts or less will be set at 10 kWh per device.
2. The monthly energy consumption for devices with a maximum load of 21 to 40 watts will be set at 20 kWh per device.
3. The monthly energy consumption for devices with a maximum load of 41 to 60 watts will be set at 35 kWh per device.
4. The monthly energy consumption for devices with a maximum load of 61 to 80 watts will be set at 50 kWh per device.
5. A maximum of 50 individual devices can be aggregated to a single account (*i.e.*, a single ESI ID), subject to the following conditions:
  - a. All aggregated devices must have the same assigned monthly energy consumption (*i.e.*, either 10 kWh, 20 kWh, 35 kWh, or 50 kWh per device);
  - b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the meter charge, a per device charge of \$1 per month will be added to the applicable charges.

**AGREEMENT**

Provision of unmetered service will require an agreement that includes certification by the retail customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by retail customer to obtain Company's authorization for changes to unmetered service may result in Company's refusal to continue service.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### 6.1.1.1.3 Secondary Service Greater Than 10 kW

**AVAILABILITY**

This schedule is applicable to Delivery Service at secondary voltage with demand greater than 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter.

**TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

**MONTHLY RATE**

**I. Transmission and Distribution Charges:**

Customer Charge	\$6.80	per Retail Customer
Metering Charge	\$22.14	per Retail Customer
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kW
IDR Metered	\$0.00	per 4CP kW
Distribution System Charge	See Table Below	

NCP kW	Annual Load Factor	per Distribution Billing kW
Less than or equal to 20 kW	All	\$4.38
Greater than 20 kW	0% - 10%	\$6.10
	11% - 15%	\$5.47
	16% - 20%	\$5.16
	21% - 25%	\$5.01
	26% and above	\$4.38

<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	per Distribution System billing kW
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.044	per Distribution System billing kW, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	

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**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**X. State Colleges and Universities Discount:** See Rider SCUD

**XI. Regulatory Surcharge:** See Rider RS per Distribution System billing kW

**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF ANNUAL LOAD FACTOR**

The Annual Load Factor for each premise shall be calculated using the previous year's usage for that premise ending with the December Bill Cycle. The Annual Load Factor shall apply for the following 12 billing months.

The Annual Load Factor calculation is as follows:

$$\frac{\text{kWh Used in 12 Billing Months Ending December}}{\text{Maximum NCP kW for the 12 Billing Months Ending December * Days in Billing Periods * 24}}$$

For premises with less than 12 months usage history, the available billing history shall be used for determining the Annual Load Factor. However, if less than 90 days of billing history is available, the premise shall be assumed to have an Annual Load Factor greater than 25%.

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

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For loads whose maximum NCP kW established in the 11 months preceding the current billing month is greater than 20 kW and their Annual Load Factor is less than or equal to 25%, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month. Billing kW applicable to Riders TC, NDC, RCE charges shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding

the current billing month (80% ratchet).

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet and the Annual Load Factor Provisions shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### **6.1.1.1.4 Primary Service Less Than or Equal to 10 kW**

#### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

#### **TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

#### **MONTHLY RATE**

**I. Transmission and Distribution Charges:**

Customer Charge	\$4.00	per Retail Customer
Metering Charge	\$12.62	per Retail Customer
Transmission System Charge	\$0.00	per kWh
Distribution System Charge	\$0.005551	per kWh

**II. System Benefit Fund:** \$0.000639 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2

**IV. Nuclear Decommissioning Charge:** \$0.000096 per kWh, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per kWh

**X. State Colleges and Universities Discount:** See Rider SCUD

**XI. Regulatory Surcharge:** See Rider RS per kWh

#### **NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line

### AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

### MONTHLY RATE

#### I. Transmission and Distribution Charges:

Customer Charge	\$14.95	per Retail Customer
Metering Charge	\$24.69	per Retail Customer
Transmission System Charge		
Non-IDR Metered	\$0.00	per NCP kW
IDR Metered	\$0.00	per 4CP kW
Distribution System Charge	\$3.37	per Distribution System billing kW

II. System Benefit Fund: \$0.000639 per kWh, See Rider SBF

III. Transition Charge: See Rider TC1 and TC2 per Distribution System billing kW

IV. Nuclear Decommissioning Charge: \$0.045 per Distribution System billing kW, See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Energy Efficiency Cost Recovery Factor: See Rider EECRF

VII. Competitive Meter Credit: See Rider CMC

VIII. Advanced Metering Cost Recovery Factor: See Rider AMCRF

#### Other Charges or Credits

IX. Rate Case Expense Surcharge: See Rider RCE per Distribution System billing kW

X. State Colleges and Universities Discount: See Rider SCUD

XI. Regulatory Surcharge: See Rider RS per Distribution System billing kW

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**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### 6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation

**AVAILABILITY**

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

**TYPE OF SERVICE**

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

**MONTHLY RATE**

**I. Transmission and Distribution Charges:**

Customer Charge	\$76.61	per Retail Customer
Metering Charge	\$221.32	per Retail Customer
Transmission System Charge	\$0.00	per 4CP kW
Distribution System Charge	\$0.93	per Distribution System billing kW

**II. System Benefit Fund:** \$0.000639 Per kWh, See Rider SBF

**III. Transition Charge:** See Rider TC1 and TC2 per Distribution System billing kW

**IV. Nuclear Decommissioning Charge:** \$0.045 per Distribution System billing kW, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF per NCP kW or 4CP kW, as applicable

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges and Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**X. State Colleges and Universities Discount:** See Rider SCUD

**XI. Regulatory Surcharge:** See Rider RS per Distribution System billing kW

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**COMPANY SPECIFIC APPLICATIONS**

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF NCP kW**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**DETERMINATION OF 4 CP kW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, the Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## **6.1.1.1.7 Transmission Service**

### **AVAILABILITY**

This schedule is applicable to Delivery Service for non-residential purposes at transmission voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

### **TYPE OF SERVICE**

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

### **MONTHLY RATE**

#### **I. Transmission and Distribution Charges:**

Customer Charge	\$114.51	per Retail Customer
Metering Charge	\$239.29	per Retail Customer
Transmission System Charge	\$0.00	per 4CP kW
Distribution System Charge	\$0.58	per Distribution System billing kW

**II. System Benefit Fund:** \$0.000630 per kWh, See Rider SBF

**III. Transition Charge:** See Riders TC1 and TC2 per Distribution System billing kW

**IV. Nuclear Decommissioning Charge:** \$0.046 per Distribution System billing kW, See Rider NDC

**V. Transmission Cost Recovery Factor:** See Rider TCRF

**VI. Energy Efficiency Cost Recovery Factor:** See Rider EECRF

**VII. Competitive Meter Credit:** See Rider CMC

#### **Other Charges or Credits**

**VIII. Rate Case Expense Surcharge:** See Rider RCE per Distribution System billing kW

**IX. State Colleges and Universities Discount:** See Rider SCUD

**X. Regulatory Surcharge:** See Rider RS per Distribution System billing kW

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**COMPANY SPECIFIC APPLICATIONS**

**DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES**

**DETERMINATION OF 4 CP KW**

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

Retail Customers without previous history on which to determine their 4 CP kW will be billed based on estimated 4 CP kW, in accordance with the following procedures:

- (a) Retail Customers having IDR data for fewer than 4 CP kW, but at least 2 CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4 CP kW will be set based on mutual agreement between the Retail Customer and the Company.
- (b) Retail Customers that do not have at least 2 CP kW will be billed by estimating the Retail Customer's 4 CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

Estimated 4 CP kW = (NCP kW \* TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent UCOS proceeding using the following formula:

$$TCCF = \frac{\sum \text{Class CP kW for June, July, August, September}}{\sum \text{Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

**DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES**

**DETERMINATION OF BILLING kW**

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.1.8 Lighting Service

### Street Lighting Service

#### AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities in areas served by Company. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions or the appropriate Secondary Service or Primary Service Rate Schedule.

#### TYPE OF SERVICE

Single or three phase, 60 hertz, at any of the Company's standard secondary or primary service voltages as required by Competitive Retailer. Where existing distribution facilities are not adjacent to the point of delivery, additional charges and special contract arrangements may be required prior to its being furnished. If service is provided at primary voltage, Company may at its option meter service on the secondary side of the governmental entity's transformers and adjust for transformer losses in accordance with Company's Tariff for Retail Delivery Service.

#### MONTHLY RATE

##### I. Unmetered Facilities

**Points of Delivery (POD) Charge: \$57.41 per governmental entity served by the Competitive Retailer.**

Lamp	Watts	Lumens	kWh	Schedule			Rectangular*	Post-Top*
				A	B*	C* and D		
Mercury Vapor * (See Note 1)	175	7,900	70	\$10.49	\$14.88	\$1.53	\$26.77	\$9.63
	400	21,000	150	\$11.47	\$20.06	\$3.14	N.A.	N.A.
	1,000	63,000	370	\$14.55	\$24.30	\$7.56	N.A.	N.A.
Sodium Vapor	100	9,500	40	\$10.19	\$14.59	\$0.92	\$26.54	\$9.34
	150	16,000	70	\$10.71	\$16.24	\$1.53	N.A.	N.A.
	200	22,000	80	\$10.78	\$19.37	\$1.73	N.A.	N.A.
	250	27,500	100	\$11.00	\$19.60	\$2.13	\$25.69	N.A.
	400	50,000	160	\$12.49	\$22.23	\$3.34	N.A.	N.A.
	1,000*	140,000	375	\$14.51	\$24.28	\$7.66	N.A.	N.A.
Metal Halide	150	14,000	65	\$12.42	N.A.	\$1.43	N.A.	N.A.
	175 (see note 2)	14,000	65	\$12.42	\$18.80	\$1.43	N.A.	N.A.
	250	25,000	100	\$14.26	\$22.29	\$2.13	\$36.62	N.A.
	400	36,000	160	\$14.74	\$23.04	\$3.34	\$36.62	N.A.
	1,000*	110,000	370	\$17.75	\$26.03	\$7.56	\$40.98	N.A.
LED/Low Wattage (See Note 3)	100		40	N.A.	N.A.	\$0.92	N.A.	N.A.
Other								
Incandescent*	All			\$10.19				
Historical*								
Mercury Vapor	175	7,900	70	\$10.47				
Sodium Vapor	100	9,500	40	\$10.19				
Sodium Vapor	150	16,000	70	\$10.72				
Metal Halide	175	14,000	65	\$12.40				

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Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or to cancel service at no cost. Existing 250 Watt Mercury Vapor lighting will be billed at same rate as 175 Watt.

Note 2: 175 Watt Metal Halide option is closed to new installations. Company will continue to maintain existing 175 watt metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available, Company will replace failed 175 watt metal halide lamps with 150 watt metal halide lamps. Customer will have the option to cancel 175 watt service at no cost.

Note 3: LED and other low wattage installations (100 watts or below) not listed above shall be billed under Schedule D and have a calculated consumption of 40 kWh per lamp per month.

\* Closed to new street lighting installations

<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	
<b>Other Charges or Credits</b>		
<b>VIII. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>IX. State Colleges and Universities Discount:</b>	See Rider SCUD	
<b>X. Regulatory Surcharge:</b>	See Rider RS	per kWh

**DEFINITIONS**

**Pedestrian Walkway Lighting:**

Pedestrian walkway lighting is used to illuminate sidewalks along municipally-owned streets and roads and within municipally-owned parks and recreational areas.

**Standard Allowance:**

An amount equal to the average installed cost of a street light of a type normally used by Company and served either overhead or underground.

**Repair and Maintenance:**

Repair consists of the repair or replacement of any individual component associated with the pole or fixture that allows the facility to operate safely and effectively. Maintenance includes photocell replacement and cleaning of lens at the time of bulb replacement. Repair and Maintenance do not include painting or straightening of poles unless Company determines that safety or operation is adversely affected.

**Replacement:**

Replacement includes only the complete replacement of the street light luminaire and pole caused by impacts related to weather, construction, or traffic accidents.

**For street lights installed after the effective date of this revision, Schedules A and D are defined as follows:**

Schedule A applies to Company installed, owned, operated, and maintained street lights of the types and sizes provided in the chart under Section I. Unmetered Facilities.

Schedule D applies to Retail Customer owned, operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental entity for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights. Company does not provide maintenance to Schedule D lights in accordance with this tariff.

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For street lights installed prior to the effective date of this revision, Schedules A, B, C, and D are defined as follows:

**Schedule A applies to:**

Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

**Schedule B applies to:**

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of \$5.34 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

**Schedule C applies to:**

Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).

Company owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

Company operates all street lights under Schedule C (must be of a type suitable for use with the lamp sizes provided for herein) and makes all normal lamp replacements which includes lamp and labor at its expense. All other maintenance will be billed to Retail Customer on the basis of actual costs including appropriate overhead expenses.

**Schedule D applies to:**

Retail Customer operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental subdivision for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights.

**CONVERSION OR REPLACEMENT OF EXISTING FACILITIES**

Company will convert existing Company-owned facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of an amount equal to the estimated cost of such conversion, including labor and materials, less the salvage value of the existing facilities.

Company will replace existing lighting facilities upon request of and payment by Retail Customer of an amount equal to the estimated removal cost less salvage value of existing facilities. Installation of new facilities requested by Retail Customer will be performed pursuant to the Standard Allowance described above.

**Customer Requested Removal of Existing Facilities**

Company will remove existing facilities upon request by Retail Customer if Customer pays an amount pursuant to Section 6.1.2.1, Charge No. SD16.

**SPECIAL CONDITIONS**

For billing purposes the monthly street lighting and overhead sign lighting burning hours are 333 hours per month and all connections and disconnections are assumed to have occurred at the beginning of the current month's billing period.

Retail Customer-owned unmetered lamps other than those of the lamp sizes shown under Schedule D existing prior to the effective date of this tariff are billed under the metered rate and the amount of monthly energy is determined by multiplying the connected load (including ballast) by the number of burning hours.

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New Service provided to customer-owned street light other than the types and sizes provided in Schedule D will be provided under the appropriate Secondary Service or Primary Service Rate Schedule.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacement occur, or Company may charge Retail Customer for such maintenance and/or lamp replacements. Company makes all connections and disconnections to its distribution system.

Company-owned, operated, and maintained lighting facilities shall be installed in accordance with National Electrical Safety Code standards.

**AGREEMENT**

An Agreement for Street Lighting Service with a term of not less than ten years is required.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

**MONTHLY RATE**

**I. Metered Facilities – Non-Company Owned**

Applicable for distribution service supplied at one point of delivery and measured through one meter to Retail Customer owned, operated and maintained street and highway lighting, overhead sign lighting, and incidental safety lighting equipment which operates same hours as normal street lighting.

Customer Charge	\$2.33	per Retail Customer
Metering Charge	\$12.61	per Retail Customer
Distribution System Charge	\$0.016851	per kWh
<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	
<b>VIII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	
<b>Other Charges or Credits</b>		
<b>IX. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>X. State Colleges and Universities Discount:</b>	See Rider SCUD	
<b>XI. Regulatory Surcharge:</b>	See Rider RS	per kWh

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**MONTHLY RATE**

**I. Metered Facilities - Company-Owned (Closed to new installations)**

Customer Charge	\$2.33	per Retail Customer
Metering Charge	\$12.61	per Retail Customer
Distribution System Charge	\$0.116851	per kWh
<b>II. System Benefit Fund:</b>	\$0.000654	per kWh, See Rider SBF
<b>III. Transition Charge:</b>	See Riders TC1 and TC2	
<b>IV. Nuclear Decommissioning Charge:</b>	\$0.000147	per kWh, See Rider NDC
<b>V. Transmission Cost Recovery Factor:</b>	See Rider TCRF	
<b>VI. Energy Efficiency Cost Recovery Factor:</b>	See Rider EECRF	
<b>VII. Competitive Meter Credit:</b>	See Rider CMC	
<b>VIII. Advanced Metering Cost Recovery Factor:</b>	See Rider AMCRF	

**Other Charges or Credits**

<b>IX. Rate Case Expense Surcharge:</b>	See Rider RCE	per kWh
<b>X. State Colleges and Universities Discount:</b>	See Rider SCUD	
<b>XI. Regulatory Surcharge:</b>	See Rider RS	per kWh

**MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE**

For Company-owned lights, when existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80
1,000	63,000	370	400	50,000	160

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

Upon request of the Retail Customer, Company will convert or replace existing mercury vapor lighting to street lighting options other than those indicated above, as stated in "CONVERSION OR REPLACEMENT OF EXISTING FACILITIES."

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## Outdoor Lighting Service (CLOSED)

### AVAILABILITY

Applicable to Competitive Retailers for unmetered lighting service supplied exclusively to one or more existing outdoor lamps as specified below operating automatically from dusk to dawn.

Not applicable to street lighting.

### MONTHLY RATE

#### I. Unmetered Facilities

Point of Delivery (POD) Charge: \$1.30 per premise.

#### Guard Lights

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor (See Note 1)	175	70	7,900	\$7.07
	400	150	21,000	\$10.78
Sodium Vapor	100	40	9,500	\$6.65
	200	80	22,000	\$9.42

Note 1: Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or cancel service at no cost.

#### Flood Lights

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	175	65	14,000	\$9.16
	250	100	25,000	\$12.46
	400	160	36,000	\$15.02
	1000	370	110,000	\$26.33
Sodium Vapor	100	40	9,500	\$9.05
	200	80	22,000	\$9.42
	250	100	27,000	\$11.62
	400	160	50,000	\$14.87
	1000	375	140,000	\$27.22

- |  |                           |                        |
|--|---------------------------|------------------------|
| <b>II. System Benefit Fund:</b>                    | \$0.000654                | per kWh, See Rider SBF |
| <b>III. Transition Charge:</b>                     | See Riders TC1<br>and TC2 |                        |
| <b>IV. Nuclear Decommissioning Charge:</b>         | \$0.000147                | per kWh, See Rider NDC |
| <b>V. Transmission Cost Recovery Factor:</b>       | See Rider TCRF            |                        |
| <b>VI. Energy Efficiency Cost Recovery Factor:</b> | See Rider EECRF           |                        |
| <b>VII. Competitive Meter Credit:</b>              | See Rider CMC             |                        |

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**VIII. Advanced Metering Cost Recovery Factor:** See Rider AMCRF

**Other Charges or Credits**

**IX. Rate Case Expense Surcharge:** See Rider RCE per kWh

**X. State Colleges and Universities Discount:** See Rider SCUD

**XI. Regulatory Surcharge:** See Rider RS per kWh

Extra Spans: Plus \$2.85 per span of secondary line installed hereunder in excess of one span per light.

**MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE**

When existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost as specified below:

<b>Existing Mercury Vapor Lighting :</b>			<b>Sodium Vapor Replacement :</b>		
<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>	<u>Wattage</u>	<u>Lumens</u>	<u>kWh</u>
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

**MAINTENANCE OF FACILITIES**

Company will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacements are, in Company's sole judgment, likely to or actually do occur.

**REMOVAL OF EXISTING FACILITIES**

Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer in accordance with the Company's Standard Discretionary Service Charge, SD15 – Security Light Removal, for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## 6.1.1.2 Schedule TC

### 6.1.1.2.1 Rider TC1 - Transition Charge

#### APPLICATION

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

#### METHOD OF CALCULATION

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \cdot RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

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Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factors (TCF)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTPI1, GPRTPI1M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAF's approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. Subst. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its

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Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in

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Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

4. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
5. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
  - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
6. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
7. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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Oncor Electric Delivery Company LLC**

**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Area previously served by TXU SESCO

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Transition Charge Factor 1 (TCF1)

Effective Date	<u>Residential Service</u> (\$ / kWh)	<u>General Service Secondary</u>		<u>General Service Primary</u>		<u>High Voltage Service</u> (\$ / kWh)	<u>Lighting Service</u> (\$ / kWh)	<u>Instantaneous Interruptible</u> (\$ / kWh)	<u>Noticed Interruptible</u> (\$ / kWh)
		≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kWh)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kWh)				
Aug. 27, 2010	0.000630	0.000172	0.188	(0.000201)	0.180	0.141	0.000876	0.106	0.195
Aug. 27, 2009	0.000552	0.001193	0.161	0.001432	0.182	0.069	0.000752	0.087	0.138
April 29, 2009	0.000752	(0.001260)	0.234	(0.002139)	0.190	0.145	0.000874	0.125	0.232
Aug. 26, 2008	0.000558	0.000242	0.171	0.000228	0.176	0.065	0.000771	0.093	0.155
Aug. 24, 2007	0.000653	0.000295	0.167	0.000205	0.150	0.083	0.000761	0.091	0.148
Aug. 29, 2006	0.000620	0.000378	0.177	0.000353	0.208	0.102	0.000767	0.090	0.182
Aug. 30, 2005	0.000598	0.000324	0.181	0.000315	0.164	0.121	0.000870	0.097	0.099
Nov. 30, 2004	0.000691	0.000632	0.185	0.000455	0.219	0.092	0.000794	0.087	0.174
Aug. 30, 2004	0.000658	0.000290	0.195	0.000144	0.248	0.050	0.000865	0.113	0.173
Jan. 28, 2004	0.000712	0.000655	0.186	0.000442	0.201	0.137	0.000785	0.074	0.135
Aug. 28, 2003	0.000599	0.000577	0.158	0.000395	0.161	0.197	0.000724	0.083	0.150

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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Applicable: Excludes Certified Service Area previously served by TXU SESCO

Effective Date: May 14, 2010

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## **6.1.1.2.2 Rider TC2 - Transition Charge**

### **APPLICATION**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. Subst. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

### **METHOD OF CALCULATION**

- (a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula\*:

Transition Charge Factor (TCF) =  $[(TC \cdot RAAF) + A] / K$ , where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

\*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand metered customers and a TCF in \$/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

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- (b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPI1M, GSRTPID, GPRTPI1, GPRTPI1M, GPRTPID, HVRI, HVRTPI1M, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

- (a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
- (b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
- (d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

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**NON-STANDARD TRUE-UP PROCEDURE**

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

- (a) allocate the upcoming period's Periodic Billing Requirement based on the Rafts approved in the Financing Order;
- (b) calculate undercollections or overcollections from the preceding period in each class;
- (c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
- (d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
- (e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
- (f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
- (g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
- (h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in \$/kWh for non-demand-metered customers and a TCF in \$/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

- (a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
- (b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
- (c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

**BILLING AND COLLECTION**

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

**1) Billing and Collection Prior to Customer Choice**

**A. Billing by the Servicer to end-use customers:**

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

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2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

**C. Billings by Servicer to Non-eligible Self-generation (NESG):**

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

**2) Billing and Collection Subsequent to Customer Choice**

**A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:**

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

**B. Billings by Servicer to NESG:**

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

**C. Billings by the REP or its Replacement to End-Use Customers:**

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee,

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maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36<sup>th</sup> calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45<sup>th</sup> calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
  - (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
  - (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
  - (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to

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and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or

Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.
6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
  - (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
  - (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
  - (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.
7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.
8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

**NOTICE**

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

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Transition Charge Factor 2 (TCF2)

<u>Effective Date</u>	<u>Residential Service</u>	<u>General Service Secondary</u>		<u>General Service Primary</u>		<u>High Voltage Service</u>	<u>Lighting Service</u>	<u>Instantaneous Interruptible</u>	<u>Noticed Interruptible</u>
	(\$ / kWh)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	≤ 10 kW (\$ / kWh)	> 10 kW (\$ / kW)	(\$ / kW)	(\$ / kWh)	(\$ / kW)	(\$ / kW)
May 28, 2010	0.000920	.001351	0.248	0.000696	0.269	0.121	0.001286	0.140	0.228
Dec. 30, 2009	0.001058	(0.000959)	0.397	0.000463	0.330	0.392	0.001291	0.199	0.429
May 29, 2009	0.000984	0.000741	0.289	(0.000294)	0.281	0.170	0.001258	0.157	0.263
May 28, 2008	0.000948	0.000179	0.266	0.000390	0.280	0.077	0.001219	0.142	0.234
May 25, 2007	0.000969	0.000684	0.264	0.000309	0.237	0.143	0.001230	0.148	0.233
May 30, 2006	0.000993	0.000374	0.272	0.000594	0.336	0.168	0.001197	0.139	0.294
May 31, 2005	0.000958	0.000826	0.366	0.000378	0.289	0.146	0.001360	0.163	0.161
Nov. 30, 2004	0.001164	0.000577	0.163	0.000799	0.355	0.149	0.001343	0.146	0.316
June 30, 2004	0.000966	0.000970	0.282	0.000654	0.296	0.205	0.001277	0.113	0.195

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.1.1 Delivery System Charges**  
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**6.1.1.3 CTC**

**6.1.1.3.1 Rider CTC - Competition Transition Charge**

**NOT APPLICABLE**

**Tariff for Retail Delivery Service  
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## 6.1.1.4 Charges for SBF

### 6.1.1.4.1 Rider SBF - System Benefit Fund

**AVAILABILITY**

Pursuant to Utility Code, Section 39.903, the system benefit fund (SBF) is a nonbypassable fee set by the Public Utility Commission (PUC).

**NET MONTHLY BILL AMOUNT**

A Retail Customer's SBF fee for the billing month shall be determined by multiplying the appropriate SBF charge factor shown below by the current month's billing kWh as determined in the Retail Customer's applicable Rate Schedule.

<u>Rate Schedule</u>	<u>System Benefit Fund Charge Factor (SBFCF)</u>
Residential Service	\$ 0.000654 per kWh
Secondary Service Less than or Equal to 10 kW	\$ 0.000654 per kWh
Secondary Service Greater than 10 kW	\$ 0.000654 per kWh
Primary Service Less than or Equal to 10 kW	\$ 0.000639 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$ 0.000639 per kWh
Primary Service Greater than 10 kW – Substation	\$ 0.000639 per kWh
Transmission Service	\$ 0.000630 per kWh
Lighting Service	\$ 0.000654 per kWh

The amount to be billed is determined by multiplying the Retail Customer's kWh consumption by the appropriate system benefit fund charge factor and is rounded to the nearest cent.

**Tariff for Retail Delivery Service  
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**6.1.1 Delivery System Charges**

Applicable: Entire Certified Service Area Except Areas previously served by TXU SESCO

Effective Date: December 30, 2009

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## 6.1.1.5 Charges for Nuclear Decommissioning

### 6.1.1.5.1 Rider NDC - Nuclear Decommissioning Charges

**AVAILABILITY**

Applicable, pursuant to Subchapter G, of Chapter 39 of the Utilities Code, to all existing or future Retail Customers, including the facilities, premises, and loads of those Retail Customers, within the Company's geographical certificated service area.

**NET MONTHLY BILL AMOUNT**

The Nuclear Decommissioning Charge Factor for each of the Company's stranded cost recovery classes is as follows:

<u>Stranded Cost Recovery Class</u>	<u>Nuclear Decommissioning Charge Factor (NDCF)</u>
Residential Service	\$ 0.000169 per kWh
Secondary Service Less than or Equal to 10 kW	\$ 0.000146 per kWh
Secondary Service Greater than 10 kW	\$ 0.044 per Distribution System billing kW
Primary Service Less than or Equal to 10 kW	\$ 0.000096 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$ 0.045 per Distribution System billing kW
Primary Service Greater than 10 kW – Substation	\$ 0.045 per Distribution System billing kW
Transmission Service	\$ 0.046 per Distribution System billing kW
Lighting Service	\$ 0.000147 per kWh

The amount to be billed is determined by multiplying the Retail Customer's billing determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate Nuclear Decommissioning Charge Factor and is rounded to the nearest cent.

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### 6.1.1.6 Other Charges

#### 6.1.1.6.1 Rider Transmission Cost Recovery Factor (TCRF)

**APPLICABILITY**

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable transmission service charge adjustment pursuant to this rider. The charges derived herein, pursuant to Substantive Rule § 25.193, are necessitated by a change in a transmission service provider's wholesale transmission rate subsequent to Commission approval of the Company's base rate charge for transmission service.

**MONTHLY RATE**

The Competitive Retailer, on behalf of the Retail Customer, will be assessed this transmission service charge adjustment based on the monthly per unit cost (TCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, 4 CP kW or NCP kW).

The TCRF shall be calculated for each rate according to the following formula:

$$TCRF = \frac{\left\{ \left[ \sum_{i=1}^N (NWTR_i * NL_i) - \sum_{i=1}^N (BWTR_i * NL_i) \right] * 1/2 * ALLOC \right\} + ADJ}{BD}$$

rounded to nearest \$.000001

Where:

- TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per 4 CP kW or dollars per NCP kW to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.
- NWTR<sub>i</sub> = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the Company's last rate case.
- BWTR<sub>i</sub> = The base wholesale transmission rate of the TSP represented in the NWTR<sub>i</sub> used to develop the retail transmission charges of the Company, in the Company's last rate case.
- NL<sub>i</sub> = The Company's individual 4CP load component of the total ERCOT 4CP load used to develop the NWTR<sub>i</sub>.
- ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the Company's last rate case, unless otherwise ordered by the Commission.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	46.85388101%
Secondary Service Less Than or Equal to 10 kW	1.08761120%
Secondary Service Greater Than 10 kW	39.31916342%
Primary Service Less Than or Equal to 10 kW	0.01447562%
Primary Service Greater Than 10 kW Distribution Line	6.35164042%
Primary Service Greater Than 10 kW Substation	1.25180889%
Transmission Service	5.12141944%
Lighting Service	0.00000000%

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$$ADJ = \sum_{p=1}^6 \{ EXP_p - (REV_p - ADJP1_p - ADJP2_p) \}$$

Where:

ADJ = Adjustment to Rate Class TCRF to include prior periods' over/(under) recovery.

EXP<sub>p</sub> = Transmission expense not included in base rates for period p.

REV<sub>p</sub> = TCRF revenue for period p.

(REV<sub>p</sub> - ADJP1<sub>p</sub> - ADJP2<sub>p</sub>) = TCRF Revenue for period p excluding prior period adjustments included in period p.

ADJP1<sub>p</sub> = one-sixth of ADJ calculated in the previous TCRF update for the periods 5 and 6.

ADJP2<sub>p</sub> = one-sixth of ADJ calculated in the second previous TCRF update for the periods 1-4.

BD = Each class's billing determinant (kWh, 4 CP kW, or NCP kW) for the previous March 1 through August 31 period for the March 1 TCRF update, and for the previous September 1 through February 28 period for the September 1 TCRF update.

**NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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Transmission Cost Recovery Factor (TCRF)

Effective Date	Residential Service (\$/kWh)	Secondary Service			Primary Service				Transmission Service IDR (\$/4CP kW)
		≤ 10 kW (\$/kWh)	>10 kW		≤ 10 kW (\$/kWh)	>10 kW Distribution Line		Substation (\$/4CP kW)	
			NonIDR (\$/NCP kW)	IDR (\$/4CP kW)		NonIDR (\$/NCP kW)	IDR (\$/4CP kW)		
XXX XX, 2011	0.006872	0.004678	1.846436	2.059691	0.003346	2.124988	2.193299	2.402998	2.249449
March 1, 2011	0.000950	0.000731	0.283570	0.385626	0.000629	0.302083	0.396410	0.283060	0.422800
Sept. 1, 2010	0.000685	0.000455	0.170603	0.233457	0.000344	0.191823	0.229377	0.252862	0.247124
March 1, 2010	0.000516	0.000343	0.128406	0.175714	0.000259	0.144377	0.172643	0.190319	0.186001
Dec. 30, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.105518	0.117411	0.120862	0.120722
Sept. 17, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.112336	0.117110	0.117110	0.120722
Sept. 1, 2009	0.002356	0.002462	0.472547	0.840573	0.001623	0.479068	0.720912	0.720912	0.691746
March 1, 2009	0.002189	0.002287	0.439061	0.781008	0.001508	0.445120	0.669826	0.669826	0.642727
Sept. 1, 2008	0.002063	0.002127	0.403055	0.702664	0.001420	0.430280	0.619825	0.619825	0.573063
March 1, 2008	0.001732	0.001786	0.338338	0.589841	0.001192	0.361193	0.520303	0.520303	0.481049
Sept. 1, 2007	0.001533	0.001635	0.310246	0.456301	0.001134	0.438720	0.414901	0.414901	0.440732
March 1, 2007	0.001215	0.001295	0.245789	0.361500	0.000898	0.347571	0.328701	0.328701	0.349165
Sept. 1, 2006	0.001051	0.001033	0.271030	0.256934	0.000667	0.881852	0.242577	0.242577	0.379605
March 1, 2006	0.000764	0.000751	0.196945	0.186702	0.000485	0.640802	0.176270	0.176270	0.275841
Sept. 1, 2005	0.000808	0.000782	0.195061	0.218221	0.000431	0.614912	0.202486	0.202486	0.278379
March 1, 2005	0.000899	0.000882	0.218670	0.232808	0.000486	0.683723	0.218281	0.218281	0.284134
Sept. 1, 2004	0.000866	0.000843	0.219118	0.264549	0.001117	0.707964	0.225077	0.225077	0.326989
March 1, 2004	0.000501	0.000488	0.126731	0.153007	0.000646	0.409464	0.130178	0.130178	0.189120
Sept. 1, 2003	0.000398	0.000320	0.105622	0.120717	0.000184	0.105499	0.104723	0.104723	0.133828
March 1, 2003	0.000223	0.000214	0.059254	0.068434	0.000154	0.059010	0.060388	0.060388	0.078650
Sept. 1, 2002	0.000056	0.000045	0.014703	0.018325	0.000026	0.011607	0.017807	0.017807	0.013191
Jan. 1, 2002	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

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## **6.1.1.6.2 Rider CMC - Competitive Metering Credit**

### **AVAILABILITY**

Applicable, pursuant to PURA § 39.107 (b) and (i) and PUCT Substantive Rule § 25.311, to any non-residential Retail Customer required by the Independent Organization to have an Interval Data Recorder Meter or a non-residential Retail Customer that is a party of an energy savings performance contract and Company has installed a Non-Company Owned Billing Meter.

### **NET MONTHLY BILL AMOUNT**

The Competitive Metering Credit for each of the Company's eligible retail rate schedules is as follows:

<b><u>Rate Schedule</u></b>	<b><u>Meter Credit</u></b>
Secondary Service Less than or Equal to 10 kW	\$1.01 per month
Secondary Service Greater than 10 kW	\$1.82 per Month
Primary Service Less than or Equal to 10 kW	\$1.86 per Month
Primary Service Greater than 10 kW – Distribution Line	\$2.55 per Month
Primary Service Greater than 10 kW - Substation	\$3.75 per Month
Transmission Service	\$3.75 per Month
Lighting Service (Metered Facilities)	\$1.48 per Month

The Retail Electric Provider of record for the applicable Retail Customer will receive one credit per month for the Retail Customer's utilization of a Non-Company Owned Billing Meter.

Rider CMC is not applicable to Retail Customers being provided service under the Residential Service Rate Schedule or the Unmetered Facilities Monthly Rate contained in the Lighting Service Rate Schedules.

### **AGREEMENT**

An Agreement for Meter Ownership and/or Access for Non-Company Owned Meters is required.

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### **6.1.1.6.3 Rider EECRF - Energy Efficiency Cost Recovery Factor**

#### **APPLICATION**

Applicable, pursuant to PURA § 39.905(b)(4) and Substantive Rule § 25.181(f), to all customers in customer classes that receive services under the Company's energy efficiency programs.

#### **METHOD OF CALCULATION**

An Energy Efficiency Cost Recovery Factor (EECRF) shall be calculated annually in accordance with the following formula:

$EECRF_c = [(Exp_p - Rev_p) + (Exp_a - Rev_a) + Incent] \div CUST_p$ , where:

$EECRF_c$  = Energy Efficiency Cost Recovery Factor for the class.

$Exp_p$  = Projected expense for next year by class.

$Rev_p$  = Projected revenue in base rates for the next year by class.

$Exp_a$  = Actual expense from the previous year by class.

$Rev_a$  = Actual revenue in base rates and EECRF from the previous year by class.

$Incent$  = An allowance approved by the PUC for recovery by the Company in recognition of Company performance in exceeding its demand reduction goals.

$CUST_p$  = Cumulative number of bills by class forecast for all months of the next year.

#### **NOTICE**

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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Energy Efficiency Cost Recovery Factor (EECRF)

<u>Effective Date</u>	Residential Service (\$ / Retail Customer)	Secondary Service		Primary Service			Transmission Service (\$ / Retail Customer)	Lighting Service (\$ / Retail Customer)
		≤ 10 kW (\$ / Retail Customer)	> 10 kW (\$ / Retail Customer)	≤ 10 kW (\$ / Retail Customer)	> 10 kW – Distribution Line (\$ / Retail Customer)	> 10 kW – Substation (\$ / Retail Customer)		
Dec. 30, 2010	0.91	0.01	8.14	4.79	75.91	185.59	(71.62)	0.00
Dec. 30, 2009	0.89	0.11	9.66	0.06	59.87	720.49	273.71	0.00
Sept. 17, 2009	0.92	0.22	8.68	0.00	76.27	76.27	443.77	0.00
Dec. 29, 2008	0.22	(0.79)	2.48	(2.17)	26.17	26.17	(227.52)	(0.17)

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## **6.1.1.6.4 Rider AMCRF - Advanced Metering Cost Recovery Factor**

### **AVAILABILITY**

Applicable, pursuant to PURA § 39.107(h) and PUCT Substantive Rule § 25.130, to Retail Customers receiving metered service for which the Company will install an Advanced Metering System ("AMS") at any time during the AMS cost recovery period approved by the Public Utility Commission of Texas.

Rider AMCRF is not applicable to Retail Customers whose: (1) load is required to be metered by an interval data recorder meter by the Independent System Operator (ERCOT), (2) load was metered by an interval data recorder meter prior to the effective date of PUCT Substantive Rule § 25.130 (May 30, 2007), or (3) load is unmetered.

### **NET MONTHLY BILL AMOUNT**

The AMCRF for each of the Company's applicable retail rate schedules is as follows:

<b><u>Rate Schedule</u></b>	<b><u>AMCRF</u></b>
Residential Service	\$2.19 per Month
Secondary Service Less than or Equal to 10 kW	\$2.39 per Month
Secondary Service Greater than 10 kW	\$3.98 per Month
Primary Service Less than or Equal to 10 kW	\$3.95 per Month
Primary Service Greater than 10 kW	\$5.15 per Month
Lighting Service (Metered Facilities)	\$3.25 per Month

### **HOME AREA NETWORK FUNCTIONALITY**

As of January 31, 2010, Oncor's advanced metering system supports provisioning and de-provisioning up to five in-home devices, transmitting pricing signals, direct load control or thermostat adjustment signals, and text messages using ZigBee Smart Energy Profile 1.0. Messages can be sent to an individual meter (point-to-point) or to all meters across the entire system (broadcast).

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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### **6.1.1.6.5 Rider RCE – Rate Case Expense Surcharge**

#### **AVAILABILITY**

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service for recovery of rate case expenses approved in Docket No. 36530.

Rider RCE shall remain in effect for three years from the effective date of this tariff.

#### **NET MONTHLY BILL AMOUNT**

The RCE amount for each of the Company's applicable retail rate schedules is as follows:

<u>Rate Schedule</u>	<u>RCE</u>
Residential Service	\$0.000036 per kWh
Secondary Service Less than or Equal to 10 kW	\$0.000049 per kWh
Secondary Service Greater than 10 kW	\$0.007944 per kW
Primary Service Less than or Equal to 10 kW	\$0.000027 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$0.006785 per kW
Primary Service Greater than 10 kW - Substation	\$0.003775 per kW
Transmission Service	\$0.001874 per kW
Lighting Service	\$0.000139 per kWh

#### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## **6.1.1.6.6 - Rider SCUD - State Colleges & Universities Discount**

### **AVAILABILITY**

This rider is available to any facility of a four-year state university, upper-level institution, Texas State Technical College, or college as provided for in Sec. 36.351 of the Utilities Code, and is applicable to Delivery System Service taken pursuant to a Rate Schedule which specifically references this Rider (the "Effectuating Rate Schedule").

### **MONTHLY RATE**

The total of the Transmission and Distribution Charges (including Municipal Franchise Fee), System Benefit Fund Charge, and Nuclear Decommissioning Charge that would otherwise be applicable under the Effectuating Rate Schedule, shall be reduced by 20%.

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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## **6.1.1.6.7 Rider RS – Regulatory Surcharge**

### **AVAILABILITY**

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service.

Rider RS shall remain in effect through the end of the billing month that the amount approved for recovery has been billed (which is estimated to be three years from the effective date of this tariff).

### **NET MONTHLY BILL AMOUNT**

The RS amount for each of the Company's applicable retail rate schedules is as follows:

<u>Rate Schedule</u>	<u>RS</u>
Residential Service	\$0.000075 per kWh
Secondary Service Less than or Equal to 10 kW	\$0.000069 per kWh
Secondary Service Greater than 10 kW	\$0.022454 per kW
Primary Service Less than or Equal to 10 kW	\$0.000003 per kWh
Primary Service Greater than 10 kW – Distribution Line	\$0.023038 per kW
Primary Service Greater than 10 kW - Substation	\$0.019004 per kW
Transmission Service	\$0.017683 per kW
Lighting Service	\$0.000076 per kWh

### **NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

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6.1.2 Discretionary Charges  
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## 6.1.2 Discretionary Charges

### 6.1.2.1 Standard Discretionary Service Charges

- i. Charges Billed by Company to Competitive Retailer  
The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Charge No.	Name and Description	Amount
	<b>Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.</b>	
<b>Connection Charges (Move-in)</b>		
SD1	<p><b>Standard Move-In</b> Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. Self-Contained Meter (new) iii. CT/Other Meter (existing) iv. CT/Other Meter (new)</p>	<p>\$ 3.20 \$ 11.35 \$ 57.65 \$ 75.95</p>
SD2	<p><b>Priority Move-In</b> Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.</p> <p style="margin-left: 40px;">i. Self-Contained Meter (existing) ii. CT/Other Meter (existing)</p>	<p>\$ 10.35 \$103.90</p>
<b>Disconnection Charges</b>		
SD3	<p><b>Move-Out</b> Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.</p>	<p>Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.</p>

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SD4	<p><b>Customer Requested Clearance</b> Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges include the cost for de-energizing and re-energizing facilities.</p> <p>i. With three Business Days notice (residential) ii. With three Business Days notice (non-residential) iii. With less than three Business Days notice</p>	<p>As Calculated As Calculated As Calculated</p>
<b>Disconnect / Reconnect for Non-Pay Charges</b>		
SD5	<p><b>Disconnect for Non-Pay (DNP)</b> Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company.</p> <p>For premises without a provisioned advanced meter and for premises with a provisioned advanced meter without remote disconnect/connect capabilities, if the DNP is requested by the Competitive Retailer, the request shall be completed within three Business Days of the requested date, provided Company receives the request at least two Business Days before the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day.</p> <p>For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which that Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, if the DNP is requested by the Competitive Retailer, the request shall be completed within 2 hours of receipt of request on the requested date provided Company receives the request no later than 2:00 PM CPT on the requested date and provided that the requested date is a Business Day. Requests received after 2:00 PM CPT on the requested date, or on a day that is not a Business Day, will be completed no later than 8:00 AM CPT on the next Business Day. If Company cannot successfully communicate with the provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, the request shall be completed within three Business Days of the requested date.</p> <p>For all premises, Company shall not disconnect a premise before the requested date and shall not disconnect a premise on the Business Day immediately preceding a holiday.</p> <p>If the DNP is performed by Company due to Retail Customer's non-payment of a charge billed directly by Company to the Retail Customer, or because the Retail Customer has not fulfilled its obligations under a contract entered into between Company and the Retail Customer, these charges shall not be billed to the Competitive Retailer.</p> <p><u>At Meter</u> i. Standard Disconnect ii. Same Day Disconnect</p> <p><u>At Premium Location (i.e. pole, weatherhead, secondary box)</u> i. Standard Disconnect ii. Same Day Disconnect</p>	<p>\$ 2.70 n/a  \$ 35.55 n/a</p>

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SD6	<p><b>Reconnect After DNP</b> Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply.</p> <p><b>Standard Reconnect:</b></p> <p>For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter for which that Company cannot successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day.</p> <p>For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of request.</p> <p>For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.</p> <p>For all premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day maybe considered received on the next Business Day.</p> <p><b>Same Day Reconnect:</b></p> <p>Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.</p> <p><u>At Meter</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">i.</td><td style="width: 85%;">Standard Reconnect</td><td style="width: 10%; text-align: right;">\$ 3.10</td></tr> <tr><td>ii.</td><td>Same Day Reconnect</td><td style="text-align: right;">\$ 5.30</td></tr> <tr><td>iii.</td><td>Weekend</td><td style="text-align: right;">\$ 25.00</td></tr> <tr><td>iv.</td><td>Holiday</td><td style="text-align: right;">\$ 32.45</td></tr> </table> <p><u>At Premium Location (i.e. pole, weatherhead, secondary box)</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">i.</td><td style="width: 85%;">Standard Reconnect</td><td style="width: 10%; text-align: right;">\$ 40.40 **</td></tr> <tr><td>ii.</td><td>Same Day Reconnect</td><td style="text-align: right;">\$ 65.60 **</td></tr> <tr><td>iii.</td><td>Weekend</td><td style="text-align: right;">\$116.10 **</td></tr> <tr><td>iv.</td><td>Holiday</td><td style="text-align: right;">\$143.15**</td></tr> </table> <p>NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.</p>	i.	Standard Reconnect	\$ 3.10	ii.	Same Day Reconnect	\$ 5.30	iii.	Weekend	\$ 25.00	iv.	Holiday	\$ 32.45	i.	Standard Reconnect	\$ 40.40 **	ii.	Same Day Reconnect	\$ 65.60 **	iii.	Weekend	\$116.10 **	iv.	Holiday	\$143.15**				
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iv.	Holiday	\$143.15**																											
<b>Meter Test Charge</b>																													
SD7	<p>Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.</p> <p><u>Self-contained Meter – Company owned</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">i.</td><td style="width: 85%;">First test within the previous four years</td><td style="width: 10%; text-align: right;">No Charge</td></tr> <tr><td>ii.</td><td>Found outside of the accuracy standards</td><td style="text-align: right;">No Charge</td></tr> <tr><td>iii.</td><td>Single Phase</td><td style="text-align: right;">\$ 33.70</td></tr> <tr><td>iv.</td><td>Three Phase</td><td style="text-align: right;">\$ 77.80</td></tr> </table> <p><u>CT/Other Meter – Company owned</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">i.</td><td style="width: 85%;">First test within the previous four years</td><td style="width: 10%; text-align: right;">No Charge</td></tr> <tr><td>ii.</td><td>Found outside of the accuracy standards</td><td style="text-align: right;">No Charge</td></tr> <tr><td>iii.</td><td>Single Phase</td><td style="text-align: right;">\$ 87.75</td></tr> <tr><td>iv.</td><td>Three Phase</td><td style="text-align: right;">\$117.00</td></tr> </table> <p><u>Competitive Meter</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"></td><td style="width: 85%;"></td><td style="width: 10%; text-align: right;">\$117.00</td></tr> </table>	i.	First test within the previous four years	No Charge	ii.	Found outside of the accuracy standards	No Charge	iii.	Single Phase	\$ 33.70	iv.	Three Phase	\$ 77.80	i.	First test within the previous four years	No Charge	ii.	Found outside of the accuracy standards	No Charge	iii.	Single Phase	\$ 87.75	iv.	Three Phase	\$117.00			\$117.00	
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<b>Out-of-Cycle Meter Read Charges</b>		
SD8	<p><b>Re-Reads</b> Applicable to requests to re-read Retail Customer's Meter to verify the accuracy of Company's Meter Reading. The re-read shall be completed within five Business Days of Company's receipt of the request.</p> <p style="margin-left: 40px;">i. Meter Reading found to be in error</p> <p style="margin-left: 40px;">ii. Meter Reading found to be accurate</p>	<p>\$ 0.00</p> <p>\$ 1.90</p>
SD9	<p><b>Out-of-cycle Meter Read for the Purpose of a Self-Selected Switch</b> Applicable to requests to read Retail Customer's Meter on a date other than Company's regularly scheduled monthly Meter Reading date for the purpose of a switch of a Retail Customer's account to a new Competitive Retailer on a date certain. Company shall perform the Meter Read on the Competitive Retailer's requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out-of-cycle Meter Read will be scheduled for the first Business Day following the requested date. The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p><b>Meter Read for the Purpose of a Standard Switch</b> Applicable to requests to read Retail Customer's Meter for the purpose of switching Retail Customer's account to a new Competitive Retailer when the customer has not requested switching on a date certain. Company shall use on-cycle meter readings obtained during the three business days prior to the first available switch date (FASD) received from the Registration Agent or the four business days beginning with the FASD for customers whose meters were scheduled for on-cycle readings during that time, and shall perform a Meter Reading or Estimated Meter Reading within four business days beginning with the FASD for customers whose meters were not scheduled to be read during that time. The Meter Reading shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p><b>Out-of-Cycle Meter Estimation for the Purpose of a Switch due to denial of Access by Retail Customer</b></p> <p><b>Out-of-Cycle Estimate for the Purpose of a Mass Transition</b> Charges for estimation shall be charged to the exiting Competitive Retailer.</p>	<p>\$ 1.90</p> <p>\$ 0.00</p> <p>\$ 1.90</p> <p>\$ 0.00</p>
<b>Non-Standard Meter Installation Charges</b>		
SD10	<p><b>Off-site Meter Reading (OMR) Equipment Installation</b> Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via radio to a hand held Meter Reading device carried by the meter reader. This allows for the provision of a Meter Reading without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.</p> <p style="margin-left: 40px;">During Normal Business Hours</p>	<p>\$113.55</p>
SD11	<p><b>Automated Meter Reading (AMR) Equipment Installation</b> Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via telephone to a central location. This allows for the provision of Meter Reading information on cycle or special reading date without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.</p> <p>Single-Phase Self Contained During Normal Business Hours</p> <p>Three-Phase Self Contained During Normal Business Hours</p> <p>Single-Phase Instrumented Rated During Normal Business Hours</p> <p>Three-Phase Instrumented Rated During Normal Business Hours</p>	<p>\$244.75</p> <p>\$305.80</p> <p>\$259.35</p> <p>\$335.05</p>

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SD12	<p><b>Interval Data Recorder (IDR) Equipment Installation</b> Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request.</p> <p style="text-align: center;">During Normal Business Hours</p>	As Calculated												
<b>Service Call Charge</b>														
SD13	<p>Applicable when Company employee is dispatched to the Retail Customer's Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company's equipment or system.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">i.</td> <td style="width: 85%;">During Business Days, 8:00 AM -5:00 PM CPT</td> <td style="width: 10%; text-align: right;">\$ 10.35</td> </tr> <tr> <td>ii.</td> <td>Business Days non-Business Hours</td> <td style="text-align: right;">\$ 25.50</td> </tr> <tr> <td>iii.</td> <td>Weekend</td> <td style="text-align: right;">\$145.70</td> </tr> <tr> <td>iv.</td> <td>Holiday</td> <td style="text-align: right;">\$182.60</td> </tr> </table>	i.	During Business Days, 8:00 AM -5:00 PM CPT	\$ 10.35	ii.	Business Days non-Business Hours	\$ 25.50	iii.	Weekend	\$145.70	iv.	Holiday	\$182.60	
i.	During Business Days, 8:00 AM -5:00 PM CPT	\$ 10.35												
ii.	Business Days non-Business Hours	\$ 25.50												
iii.	Weekend	\$145.70												
iv.	Holiday	\$182.60												
<b>Outdoor Lighting Charges</b>														
SD14	<p><b>Security Lighting Repair</b> Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to repair existing Company-owned security lights on Retail Customer's Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.</p>	As Calculated*												
SD15	<p><b>Security Light Removal</b> Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove Company-owned security lights on the Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. This charge shall not apply to removals initiated by the Company.</p> <p>A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.</p>	As Calculated*												
SD16	<p><b>Street Light Removal</b> Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES.</p> <p>A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.</p>	As Calculated*												

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<b>Tampering Charges</b>		
SD17	<p><b>Tampering</b> Applicable to unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises.</p> <p>Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
SD18	<p><b>Broken Meter Seal</b> Applicable to breakage of the Meter seal.</p>	\$ 19.20
<b>Denial of Access</b>		
SD19	<p><b>Inaccessible Meter Charge</b> Applicable when Company personnel is unable to gain access to the meter of a non-residential critical load premises as a result of continued denial of Access as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$ 91.85

\* These charges are applicable to services that will have widely varying costs depending upon the circumstances and requirements of the work to be done.

\*\* These charges are applicable to services provided at locations that are unique and that present special challenges. These challenges vary and as a result, the costs of providing the service may vary widely depending on the required expertise and equipment needed to perform the work.

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## 6.1.2.2 Construction Service Charges

### AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	<b>Delivery System Facilities Relocation/Removal Study Charge</b> Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	<b>Delivery System Facilities Relocation/Removal Charge</b> Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	<b>Competitive Meter Removal/Installation Service Fee</b> Applicable to request for Company to remove a Company-owned meter and replace it with a 3 <sup>rd</sup> party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3 <sup>rd</sup> party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	\$ 98.00 \$168.20 \$197.45
DD4	<b>Competitive Meter Physical Access Equipment Installation Service Fee</b> Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modern, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required ( <i>performed during initial meter installation</i> ) B. Additional Service Call Required ( <i>performed after initial meter installation</i> )	\$ 29.25 \$ 52.65
DD5	<b>Emergency Restoration Service Charge</b> Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	<b>Delivery System Facilities Installation Charge</b> Applicable to requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	<b>Additional Service Design Charge</b> Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	<b>Temporary Facilities Charge</b> Applicable to requests made in conjunction with short-term construction projects. A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	\$ 63.55 \$209.80 \$901.00 As Calculated

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**6.1.2.2.1 General: Delivery System Facilities**

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to provide service as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.2.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

**6.1.2.2.1.1 Standard Delivery System Facilities**

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

**6.1.2.2.1.2 Non-standard Facilities**

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.7, NON-STANDARD FACILITY EXTENSIONS. If a municipality requests or requires Company to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow for the payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

**6.1.2.2.1.3 Retail Customer's Electrical Installation**

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

**6.1.2.2.1.4 Space Requirements**

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of-way or easements.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

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**6.1.2.2 Overhead Delivery Service**

**6.1.2.2.1 Standard Service Drop**

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes.

**6.1.2.2.2 Service Entrance Conductor**

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

**6.1.2.2.3 Connections at Point of Delivery**

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

**6.1.2.2.3 Underground Delivery Service**

Underground service is provided to Retail Customer under the following conditions:

- a) Location and routing of Company's Delivery System is determined by Company.
- b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.
- c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.
- d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.
- e) Competitive Retailer or Retail Customer pays any amount due under this Rate Schedule, as applicable.

**6.1.2.2.3.1 Delivery Service from Company's Existing Underground Delivery System**

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

**6.1.2.2.3.2 Service Lateral – Secondary Voltage**

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

**6.1.2.2.3.3 Transformer and Equipment**

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the

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pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Retail Customer to allow replacement of transformers and other devices.

**6.1.2.2.3.4 Vault**

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company. Under any other conditions, Retail Customer takes service outside the building.

**6.1.2.2.4 Meter**

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer's service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer's expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

**6.1.2.2.5 Standard Facility Extensions for Small Loads**

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company's facilities is not economically justified or Retail Customer requests facilities in excess of those required to provide service as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

**6.1.2.2.5.1 Overhead Extensions for Small Loads**

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

**6.1.2.2.5.2 Underground Extensions for Small Loads**

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company's existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

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**6.1.2.2.6 Standard Facility Extension: All Other Extensions**

**6.1.2.2.6.1 Calculation of Contribution in Aid of Construction (“CIAC”) for All Other Standard Facility Extensions**

Customer will pay a CIAC amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company’s tax liability. The CIAC shall also include an amount to recover franchise fees where applicable.

**Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW**

**CIAC Amount = Direct Cost – Standard Allowance + Company’s Tax Liability + Applicable Franchise Fees**

**Direct Cost -** The current average cost of each component of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the costs of facilities necessary to meet future load growth anticipated to develop within two (2) years, or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

**Standard Allowance -** Standard Allowance Factor x Maximum kW Demand

**Standard Allowance Factor -** The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	\$155 /kW
Primary Service Greater Than 10 kW – Distribution Line	\$ 79 /kW
Primary Service Greater Than 10 kW - Substation	\$ 2 /kW
Transmission Service*	\$ 2 /kW

\*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

**Maximum kW Demand -** Company’s estimate of Retail Customer’s maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer.

**6.1.2.2.6.2 Extensions to Multi-Family Dwellings**

Standard allowable expenditure when serving Multi-Family Dwellings is the average estimated system cost to serve Multi-Family Dwellings, on a per unit basis.

**6.1.2.2.6.3 Retail Customer Requested Facility Upgrades**

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer’s request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

**6.1.2.2.6.4 Unused Standard Allowance**

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

**6.1.2.2.7 Non-Standard Facility Delivery System Extensions**

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff, Retail Customer pays Company prior to Company’s construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer’s request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer’s Competitive Retailer.

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**6.1.2.2.8 Temporary Delivery System Facilities**

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation as set forth in Section 6.1.2 of this Tariff.

**6.1.2.2.9 Removal and Relocation of Company's Facilities**

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure and is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.2.2.5 or 6.1.2.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

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## 6.1.2.3 Discretionary Charges Other Than Construction Service Charges

### AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	<b>Holiday Move-In Charge</b> Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required.  A. Self Contained Meter B. Other Connections	   \$ 36.35 \$178.70
DD10	<b>Out-of-Cycle Meter Reading Charge</b> Applicable to requests to read Retail Customer's Meter outside Normal Business Hours.  A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours - Holiday	   \$ 3.15 \$ 26.90
DD11	<b>PCB Inquiry and Testing Charge</b> Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment,  A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site C. Lab Testing Charge, if required	   \$170.30 \$ 28.45 As Calculated
DD12	<b>Priority Move-In (New Premise) Charge</b> Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours.  A. Self Contained Meter B. Other Connections	   \$147.85 As Calculated
DD13	<b>Unmetered Facilities Connection/Disconnection</b> Applicable to request to energize/de-energize service to unmetered points of delivery.  A. Connection charge for the first device on a specific circuit B. Connection charge for each additional device on that specific circuit C. Disconnection charge for the first device on a specific circuit D. Disconnection charge for each additional device on that specific circuit	     \$ 40.40 \$ 6.20 \$ 35.55 \$ 6.20

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DD14	<p><b>Off-Site Meter Reading (OMR) Equipment Installation -- Outside Normal Business Hours Charge</b> Applicable to requests for Company's standard OMR equipment designed to transmit information via radio frequency to a hand-held meter reading device carried by a meter reader. This allows for the provision of a meter reading without visual contact with the meter. The Company maintains ownership of this equipment. This service is limited to self-contained single phase meters.</p> <p>A. Outside Regular Hours – Non-Holiday B. Outside Regular Hours – Holiday</p>	<p>\$174.40 \$206.50</p>
DD15	<p><b>Denial of Access Disconnection/Reconnection Charge</b> Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities.</p> <p>A. Disconnection B. Reconnection</p>	<p>\$ 35.55 \$ 40.40</p>
DD16	<p><b>Meter Investigation Charge</b> Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.</p>	\$ 17.00
DD17	<p><b>Meter Non-Standard Programming Service Fee</b> Applicable to requests to install non-standard meter programs on Meter.</p> <p>A. Programming Prior to Installation B. Field Programming on Previously Installed Meter</p>	<p>\$ 24.25 \$ 58.50</p>
DD18	<p><b>Meter Communication Service Fee</b> Applicable to testing of 3<sup>rd</sup> party communication equipment necessary to obtain interval data from Meter. This charge is assessed to Retail Customers that have interval data recorder meters that are not required by ERCOT.</p>	\$114.70
DD19	<p><b>Electrical Pulse Equipment Installation/Replacement Charge</b> Applicable to requests for the installation/replacement of electrical pulse device equipment.</p> <p>A. Installation Charge B. Replacement Charges     1. Isolation relay     2. Pulse initiator     3. Isolation relay &amp; pulse Initiator     4. Enclosure box</p>	<p>\$542.60 \$276.40 \$113.45 \$331.35 \$153.75</p>
DD20	<p><b>Electrical Pulse Equipment Maintenance Charge</b> Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19.</p>	\$ 10.00
DD21	<p><b>Customer Premise Information Research Service Charge</b> Applicable to requests for or identification of, previously provided data related to Retail Customer.</p>	As Calculated
DD22	<p><b>Power Factor Correction Equipment Installation Charge</b> Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.</p>	As Calculated
DD23	<p><b>Non-Standard Service Equipment Inspection/Testing Charge</b> Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.</p>	\$ 82.50
DD24	<p><b>Inadvertent Gain Charge</b> Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.</p>	\$ 21.90

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DD25	<p><b>Retail Delivery Service Switchover Charge</b> Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request.</p> <p>Self Contained A. Base Charge B. Base Charge Adder</p> <p>Instrument Rated C. Base Charge D. Base Charge Adder</p> <p>E. Facilities Recovery Charge</p>	<p>\$538.55 \$156.85</p> <p>\$797.55 \$343.40</p> <p>As Calculated</p>
DD26	<p><b>Miscellaneous Discretionary Service Charge</b> Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.</p>	As Calculated
DD27	<p><b>Street Light Painting Service Charge</b> Applicable to requests to paint Company-owned street light poles and fixtures.</p>	As Calculated
DD28	<p><b>Street Light and Other Pole Straightening Service Charge</b> Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.</p>	As Calculated
DD29	<p><b>Street Light Patrolling Service Charge</b> Applicable to requests from a governmental entity for Company to provide additional street light patrolling within a specific geographic area.</p>	As Calculated
DD30	<p><b>Street Light Numbering Service Charge</b> Applicable to requests from a governmental entity for Company to number Company-owned lighting facilities.</p>	As Calculated
DD31	<p><b>Street Light Circuit Bulb and Photocell Replacement Service Charge</b> Applicable to requests from a governmental entity for bulb and photocell replacement of an entire street light circuit on a predetermined schedule.</p>	As Calculated
DD32	<p><b>Advanced Metering Pre-pay Customer Connect/Disconnect Charge</b> is made for disconnection or reconnection of a pre-pay Retail Customer's distribution service at a premise where a provisioned AMS meter with remote disconnect/reconnect capability is installed and when the Competitive Retailer uses Oncor's prescribed process for disconnection/reconnection for a pre-paid customer with a provisioned AMS meter.</p>	\$ 0.00
DD33	<p><b>Advanced Metering Time of Use Programming Charge</b> is made for requests to program a provisioned AMS meter to collect metered data in the manner necessary to bill under time of use profiles existing on August 8, 2008.</p>	\$ 0.00
DD34	<p><b>Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company</b> Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.</p>	As Calculated
DD35	<p><b>Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34</b> Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features</p>	As Calculated

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### 6.1.2.4 Distributed Generation

DD36	<p><b>Distributed Generation Pre-Interconnection Study Fee</b> Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.</p> <p style="text-align: center;"><b>NON-EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 196.55</li> <li>3. Pre-certified, on network \$ 181.50 *</li> <li>4. Not pre-certified on network \$ 302.50</li> </ul> <p>B. 10+ to 500 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 166.40 **</li> <li>2. Not pre-certified, not on network \$ 287.40</li> <li>3. Pre-certified, on network \$ 862.15 *</li> <li>4. Not pre-certified on network \$1,573.00</li> </ul> <p>C. 500+ to 2000 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 468.90</li> <li>2. Not pre-certified, not on network \$ 589.90</li> <li>3. Pre-certified, on network \$2,329.25</li> <li>4. Not pre-certified on network \$2,329.25</li> </ul> <p>D. 2000+ kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 786.50</li> <li>2. Not pre-certified, not on network \$ 907.50</li> <li>3. Pre-certified, on network \$2,737.65</li> <li>4. Not pre-certified on network \$3,327.50</li> </ul> <p style="text-align: center;"><b>EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 196.65</li> <li>3. Pre-certified, on network \$ 181.50 *</li> <li>4. Not pre-certified on network \$ 302.50</li> </ul> <p>B. 10+ to 500 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 166.40 **</li> <li>2. Not pre-certified, not on network \$ 287.40</li> <li>3. Pre-certified, on network \$1,179.75 *</li> <li>4. Not pre-certified on network \$1,724.25</li> </ul> <p>C. 500+ to 2000 kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 468.90</li> <li>2. Not pre-certified, not on network \$ 589.90</li> <li>3. Pre-certified, on network \$3,009.90</li> <li>4. Not pre-certified on network \$3,130.90</li> </ul> <p>D. 2000+ kW</p> <ul style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 786.50</li> <li>2. Not pre-certified, not on network \$ 907.50</li> <li>3. Pre-certified, on network \$3,327.50</li> <li>4. Not pre-certified on network \$3,448.50</li> </ul> <p>* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.</p>	
DD37	<p><b>Distributed Renewable Generation Metering</b> Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network. Equipment shall be installed within 30 days of receipt of request.</p>	As Calculated

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## **6.2 Company - Specific Terms and Conditions**

### **6.2.1 Definitions**

The following terms, when used in this Tariff for Retail Delivery Service, have the following definitions.

**4CP.** The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

**CONNECTED LOAD.** The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Retail Customer's Premises.

**CONTRIBUTION IN AID OF CONSTRUCTION (CIAC).** Payment by Customer to Company for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The payment shall also include an amount to recover franchise fees where applicable.

**DEMAND INTERVAL.** The specified interval of time on which a demand measurement is based. The Company demand interval is normally 15 minutes.

**DWELLING UNIT.** An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

**ENERGY.** The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

**INDIVIDUAL PRIVATE DWELLING.** A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self propelled recreational vehicles that have no foundation other than wheels, jacks, or skirting.

**MULTI-FAMILY DWELLING.** A building or buildings containing three or more dwelling units all of which are rented primarily for nontransient use, with rent paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

**METERING EQUIPMENT.** Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered.

**METER SOCKET.** A receptacle of weatherproof construction used for mounting a socket-type meter.

**NCP.** The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period of maximum use during the billing month.

**NETWORK SERVICE.** A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling three or more primary and or secondary network circuits, providing an additional level of reliability due to the double contingency nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. Company determines where Network Service will be provided, and Network Service is only available in limited areas.

**POWER.** The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

**RACEWAY.** Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

**SERVICE DROP.** Overhead conductors that extend from Company's overhead Delivery System to the Point of Delivery where connection is made to Retail Customer's electrical installation.

**SERVICE ENTRANCE CONDUCTORS.** Conductors provided by Retail Customer extending from Retail Customer's electrical equipment to the point of delivery where connection is made.

**SERVICE ENTRANCE ENCLOSURE.** A connection enclosure used for the purpose of connecting the Service Lateral to Retail Customer's electrical installation.

**SERVICE LATERAL.** Conductors, usually underground but sometimes in raceway above ground, that extend from Company's Delivery System to the Point of Delivery or from Retail Customer's electrical installation to the Point of Delivery.

**SUITABLE SPACE.** The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain Company facilities.

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**TEMPORARY DELIVERY SERVICE.** Delivery Service provided to Retail Customer for a single, continuous period of time which is less than twelve consecutive months except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary Delivery Service.

**WATT.** The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

**WATT-HOUR.** A unit of work or energy equivalent to the power of one watt operating for an hour.

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## 6.2.2 Standard Voltages

Company provides Delivery Service at Company's standard voltages in accordance with Company's Facilities Extension Policy, and not all standard voltages are available at every location. If Retail Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided by Company at the expense of the requesting party.

<i>Single Phase</i>	<i>Three Phase</i>
120	120/208
120/240	120/240 (overhead only)
240	240
240/480	240/480 (overhead only)
	277/480
480	480
2400	2400
	2400/4160
	4160
7200	
	7200/12470
7620	
	7620/13200
12470 (overhead only)	12470
	12470/21600
	13200
14400	
19920 (overhead only)	
	14400/24940
	19920/34500
	34500
	69000
	138000
	345000

Retail Customer should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment.

**Secondary voltage** is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of autotransformers) from a transmission voltage.

**Primary voltage** is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of autotransformers) from a transmission voltage.

**Transmission voltage** is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

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## 6.2.3 Additional Delivery Service Information

### 6.2.3.1 Method of Providing Delivery Service

#### 6.2.3.1.1 Multi-Family Dwellings

Company provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling . Where Delivery Service is provided using individual metering for each Dwelling Unit, Retail Customer shall provide and identify Meter Sockets in a manner and at locations suitable to Company.

#### 6.2.3.1.2 Non-Residential Multi-Tenant Buildings

Company provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Retail Customer shall provide a means, acceptable to Company, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to Company.

#### 6.2.3.1.3 Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, Company provides Delivery Service to each Multi-Family Dwelling pursuant to Section 6.2.3.1.1 and provides Delivery Service to non-residential tenants pursuant to Section 6.2.3.1.2.

#### 6.2.3.1.4 Mobile Homes

Company provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Retail Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to Company.

#### 6.2.3.1.5 Delivery Service Provided Through Facilities Owned by Others

Company has the option to provide Delivery Service to a new Retail Customer through Delivery System facilities owned by an existing Retail Customer, with the consent of the existing Retail Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Retail Customer.

Under this method of service, the new Retail Customer, the existing Retail Customer and Company shall complete a Subtract Meter Agreement setting forth the responsibilities of each party.

### 6.2.3.2 Measurement Adjustment

If Company meters service on the low side of Retail Customer's transformers for service taken at primary or transmission voltage, the following adjustments are made to kWh/kW and power factor measurements in accordance with Section 4.7.1, MEASUREMENTS, unless indicated otherwise in the applicable rate schedule.

Notwithstanding the previous paragraph, for a Retail Customer receiving service at transmission voltage and metered by Company on the low side of the Retail Customer's transformer, Company will apply a separate transformer-specific adjustment factor for kW/kWh and power factor provided by Retail Customer, verified by a qualified third-party and approved by Company.

Primary Distribution Voltage		Transmission Voltage	
Billing Based on kW		Billing based on kWh	
Under 50 kW	50 kW and Over		
2.0% added to measured kW and kWh	1.0% added to measured kW and kWh	2.0% added to measured kWh	0.5% added to measured kW and kWh

If Company, for reasons of economics or safety, chooses to meter on the high side of the Company-owned transformer, the adjustment factors above shall be used to decrease the kWh and kW. For all customers metered on the high side of the Company-owned transformer, Company will increase the Customer's metered power factor by 3%.

In addition, Company may, at its option, install a meter capable of performing transformer loss compensation in lieu of the provisions above.

For all customers metered on the low side of the Retail Customer's transformer, Company will subtract 3% from the Customer's metered power factor.

### 6.2.3.3 Attachments to Company's Facilities

Company does not permit any attachments (such as wires, ropes, signs, banners, or radio equipment) to Company facilities by others except when authorized in writing by Company.

Company may without notice and without liability remove unauthorized attachments to Company facilities.

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## 6.2.4 Additional Discretionary Service Information

### 6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer or Retail Customer, as applicable, shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. The following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

DISCRETIONARY SERVICE CHARGE		APPLICABLE SERVICE AGREEMENT
SD4	Customer Requested Clearance	Discretionary Service Agreement
DD1	Delivery System Facilities Relocation/Removal Study	Discretionary Service Agreement
DD2	Delivery System Facilities Relocation/Removal	Discretionary Service Agreement
DD3	Competitive Meter Removal/Installation Service	Agreement for Meter Ownership and/or Access
DD4	Competitive Meter Physical Access Equipment Installation Service	Discretionary Service Agreement
DD6	Delivery System Facilities Installation	Facility Extension Agreement
DD7	Additional Service Design	Discretionary Service Agreement
DD8	Temporary Facilities	Facility Extension Agreement or Discretionary Service Agreement
DD11	PCB Inquiry and Testing	Discretionary Service Agreement
DD17	Meter Non-Standard Programming Service	Discretionary Service Agreement
DD18	Meter Communication Service	Discretionary Service Agreement
DD19	Electrical Pulse Equipment Installation/Replacement	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20	Electrical Pulse Equipment Maintenance	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27	Street Light Painting Service	Discretionary Service Agreement
DD28	Street Light and Other Pole Straightening Service	Discretionary Service Agreement
DD29	Street Light Patrolling Service	Discretionary Service Agreement
DD30	Street Light Numbering Service	Discretionary Service Agreement
DD31	Street Light Circuit Bulb and Photocell Replacement Service	Discretionary Service Agreement

### 6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

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**6.3 Agreements and Forms  
6.3.1 Facilities Extension Agreement**

Project Number \_\_\_\_\_  
WR Number \_\_\_\_\_  
Region/District \_\_\_\_\_

This Agreement is made between \_\_\_\_\_, hereinafter called "Customer" and \_\_\_\_\_, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location \_\_\_\_\_.

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 \_\_\_\_\_ kW ("Contract kW"). 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.

**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  
(Number of lots/units)

\_\_\_\_\_ Electric and gas residential lot(s)/apartment units.  
(Number of lots/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**

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 \_\_\_\_\_ 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 will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. 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.

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**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 will be provided in accordance with Rate Schedule \_\_\_\_\_, 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 - OTHER SPECIAL CONDITIONS**

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ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

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Signature

Signature

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Title

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Title

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Date Signed

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Date Signed

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## 6.3.2 Transmission/Substation Facility Extension Agreement

This Agreement is made between \_\_\_\_\_, hereinafter called "Customer" and \_\_\_\_\_, hereinafter called "Company" for the extension of Company Delivery System transmission/substation facilities, as hereinafter described. As used herein, the term "extension" shall mean the construction of new facilities or modification of existing facilities.

Customer has requested that Company construct the following Company-owned Delivery System facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Company Facilities") to serve the following Customer-owned facilities located at \_\_\_\_\_ ("Customer Facilities");

### ARTICLE I - PAYMENT BY CUSTOMER

1. As payment for Customer's portion of the cost of the extension of the Company Facilities in accordance with this Agreement, Customer will pay to Company the amount(s) shown below, such payment(s) to be and remain the property of the Company.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If the Customer Facilities have not achieved the level of operation specified below by the date specified below, then Customer shall pay to Company those costs as described below to compensate Company for costs it has incurred associated with the Company Facilities. The following will also address any security required associated with such payment obligation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Upon termination pursuant to the provisions of Article III, Paragraph 2 below, Customer shall pay to Company all of: (a) the costs that Company has incurred prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the Company Facilities; (b) the costs that Company has committed to incur prior to the date of termination that it is unable to avoid using commercially reasonable steps; and (c) such costs incurred by Company after the date of termination to return the Delivery System to a condition consistent with Company's construction standards and Company's Tariff for Retail Delivery Service. Any cost obligations incurred by Customer under this paragraph will be reduced by any payments made by Customer under Paragraph 1 above. The provisions of this paragraph shall survive termination of this Agreement.

4. In calculating the costs Company has incurred (or committed to be incurred), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.

### ARTICLE II - TITLE AND OWNERSHIP

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

### ARTICLE III - TERM AND TERMINATION

1. This Agreement becomes effective on the date of execution by both parties and may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.
2. Customer may terminate this Agreement at any time prior to completion of the Company Facilities by providing Company with seven (7) days advanced written notice.

### ARTICLE IV - GENERAL CONDITIONS

1. 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 \_\_\_\_\_, which may from time to time be amended or succeeded.
2. 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.
3. The services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery

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4. Tariff). Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.
5. This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties. Changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.
6. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the parties.
7. Customer may not assign the Agreement without Company's prior written consent.
8. This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

**ARTICLE V - OTHER SPECIAL CONDITIONS**

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ACCEPTED BY COMPANY:

ACCEPTED BY CUSTOMER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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### 6.3.3 Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System

Return Completed Application to: Oncor Electric Delivery Company LLC  
Attention: Distributed Resource Specialist  
1616 Woodall Rodgers Fwy  
Dallas, TX 75202-1234

Customer's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number and email address: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_

(Name and Address) \_\_\_\_\_

Signature \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Company for interconnection with the utility system.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95 F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95 F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Pre-Certification Label or Type Number \_\_\_\_\_

Expected Energizing and Start-up Date: \_\_\_\_\_

Normal Operation of Interconnection: (examples:, provide power to meet base load, demand management, standby, back-up, other (please describe)) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility? \_\_\_\_\_ Yes

[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

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Layout sketch showing lockable, "visible" disconnect device: \_\_\_\_\_ Yes

**Authorized Release of Information List**

By signing this Application in the space provided below, Customer authorizes Oncor to release Customer's proprietary information to the following persons:

	Name	Phone Number	E-Mail Address
Owner / Customer			
Project Manager			
Electrical Contractor			
Consultant			

If Customer does not sign this Application, then Customer must authorize Oncor to release Customer's proprietary information to consultant or contractor. For residential Customers, that authorization may be provided in an e-mail communication or in hard copy. For commercial Customers, that authorization must be made on the Customer's business letterhead.

\_\_\_\_\_  
[CUSTOMER NAME]

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## 6.3.4 Agreement for Interconnection and Parallel Operation of Distributed Generation

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** – This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten MW or less to be interconnected at 60 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** – Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** – Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

#### 4. **Limitation of Liability and Indemnification**

- a. **Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's PUC-approved tariffs and terms and conditions for distribution service, which is incorporated herein by reference.**
- b. **Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.**
- c. **Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.**

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- d. *Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described in Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.*
- e. *Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.*
- f. *For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.*

5. **Right of Access, Equipment Installation, Removal & Inspection**— Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. **Disconnection of Unit** – Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights**— This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. **Governing Law and Regulatory Authority** – This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **Amendment** –This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

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10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the PUCT.

13. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

15. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. **Multiple Counterparts** -- 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[Company Name]

\_\_\_\_\_  
[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.

Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

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FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:
2. Facility location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other):
5. Normal Operation of Interconnection:
6. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
7. Facilities to be furnished by Company:
8. Facilities to be furnished by Customer:
9. Cost Responsibility:
10. Control area interchange point (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
11. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

[Company Name]

\_\_\_\_\_  
[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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### 6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ ("Company"), a Delaware limited liability company and distribution utility, and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether individual or corporation, and if corporation name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** – Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective \_\_\_\_\_ and continues in effect until \_\_\_\_\_. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** – This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** – This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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(b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** – All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** – The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** – 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.

15. **Other Terms and Conditions** – \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

[COMPANY NAME]  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

[CUSTOMER NAME]  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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**6.3.6 Easement and Right of Way (Form 50.2000)**

EASEMENT AND RIGHT OF WAY  
TRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_

That, \_\_\_\_\_, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon all that certain tract(s) of land located in \_\_\_\_\_ County, Texas, more particularly described in Exhibit(s) -(and-), attached hereto and made part hereof.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable to erect thereon, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto, and the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Grantee reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

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TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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### 6.3.7 Easement and Right of Way (Form 50.2100)

AERIAL EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

§  
§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", and has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an aerial easement and right-of-way for overhead electric power and communications lines, each consisting of a variable number of wires and cables over and across all that certain tract(s) of land located in \_\_\_\_\_ County, Texas, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines or the metes and bounds description as above described is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said overhead lines when constructed.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such overhead electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future, the right to trim and cut down trees and shrubbery on the easement and right-of-way and Grantor's land adjacent thereto, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said overhead lines or to remove possible hazard thereto, and the right to remove or prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

It is understood, however, that Grantee shall have no right to erect any structures upon the above described easement but may overhang such easement with structures located on property adjacent to Grantor's property.

Grantor reserves the right to use the easement and right-of-way, provided such use shall not include the growing of trees thereon or any other use that may, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted to it.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this aerial easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described aerial easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**6.3.8 Easement and Right of Way (Form 50.3200)**

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF \_\_\_\_\_               §

That \_\_\_\_\_, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas, 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Oncor Electric Delivery Company LLC**

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**6.3.9 Easement and Right of Way (Form 50.3400)**

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS      *San Antonio*  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Oncor Electric Delivery Company LLC, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**  
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## 6.3.10 Easement and Right of Way (Form 50.3500)

### EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS       §  
  §  
COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities consisting of a variable number of guy wires, guy anchors, and all necessary or desirable appurtenances over, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said guying facilities when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, reconstruct, maintain, operate or remove said guying facilities; the right to prevent excavation within the easement; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities and the right to trim or cut down trees or shrubbery within said easement area. Grantor shall not make changes in grade, elevation or contour of the land without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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### 6.3.11 Easement and Right of Way (Form 50.3700)

SUBSTATION EASEMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Oncor

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Oncor Electric Delivery Company LLC, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Company," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company, its successors and assigns, an easement and right of way for an electric power substation consisting of structures made of steel and or wood, concrete foundations, wires, cables, transformers, switches, circuit breakers, relay and battery all weather enclosures, security fencing and other necessary and/or desirable appurtenances over, upon and under that certain tract of land located in \_\_\_\_\_ County, Texas, more particularly described as follows and sometimes referred to herein as the "easement area":

(Legal Description)

Together with the right of ingress and egress over, across, throughout and along the easement area for the purpose of and with the right to construct, operate, maintain, repair, reconstruct, modify and to remove such electric power substation from such easement prior to or upon termination of such easement.

Further, Company shall have the right to remove or thereafter prevent the growth of trees, limbs, branches or surface brush or vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and its appurtenances; and Company shall have the right to prevent the construction or maintenance of any structures, houses or permanent installations of any kind within the easement area and shall have the right to fence and enclose the easement area and to have exclusive possession of the surface thereof.

It is understood that by this grant of easement and right of way Company is granted exclusive right to use the property described above for the above purpose noted, and Grantor, by these presents and for the consideration stated, relinquishes any right to grant to others any easements, licenses, leases or other rights hereafter with respect to the easement area, without first obtaining the express written consent of Company.

Company shall have the rights of ingress and egress across Grantor's adjacent lands to and from the easement area for the purposes noted herein with regard to the substation. Company shall have the right to construct and maintain an all weather road along and upon the route shown on "Exhibit A" (or "B", depending upon whether a separate legal description is attached as Exhibit "A" for the substation site itself), attached hereto and made a part hereof for all purposes for such ingress and egress, which shall constitute an easement for access to and from the easement area.

In addition to the consideration above recited for the substation easement and access road easement hereby granted, Company will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled, actual damages to fences and growing crops and improvements located on Grantor's adjacent lands caused by reason of the construction, operation, maintenance, repair, reconstruction or removal of said electric power substation and access road; provided, however, Company shall not be required to pay for trimming or removal of vegetation and removal of any improvements located within the easement area, or any trees, limbs, branches or surface brush and vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and access thereto.

TO HAVE AND TO HOLD the above described easement and right of way unto the said Company, its successors and assigns, until all of said facilities shall be removed or upon Company's written notification that the easement is terminated, and in that event said easement shall cease and all rights herein granted shall cease and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement unto Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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## 6.3.12 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER \_\_\_\_\_

### GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act  
for utility easements serving the subject property only.)

\*\*\*\*\*

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to \_\_\_\_\_, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: \_\_\_\_\_, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from \_\_\_\_\_ to the Veterans Land Board and recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of \_\_\_\_\_ County, Texas, to which reference is made for a full and complete description. Said right-of-way being \_\_\_\_\_ feet wide, being \_\_\_\_\_ feet over and on each side of the center line thereof, said centerline to be agreed upon by the grantee herein. In no event shall this easement be used as an increment to proved service to property outside the boundaries of the above referenced tract. **GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES BY AND DISTANCES.**

(2) Said right-of-way for said line is \_\_\_\_\_ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$ \_\_\_\_\_; such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The Grantee agrees to occupy the land to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

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Oncor Electric Delivery Company LLC**

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(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was in before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none, indicated so. If necessary, reference and attach exhibit.)

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

\_\_\_\_\_  
(Veteran-Purchaser)

\_\_\_\_\_  
(Spouse)

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PAUL E MOORE

EXECUTIVE SECRETARY

APPROVED AS TO CONTENTS:

VETERANS LAND BOARD OF THE STATE OF TEXAS

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_ personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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### 6.3.13 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER \_\_\_\_\_

#### GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act)

\*\*\*\*\*

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board, hereby grants to \_\_\_\_\_, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: \_\_\_\_\_, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from \_\_\_\_\_ to the Veterans Land Board and recorded in Vol. \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of \_\_\_\_\_ County, Texas, to which reference is made for a full and complete description. Said right-of-way being \_\_\_\_\_ feet wide, being \_\_\_\_\_ feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

(2) Said right-of-way for said line is \_\_\_\_\_ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of \$\_\_\_\_\_. Such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

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(10) The terms and conditions hereof shall be binding upon the parties, their assigns, respectively. In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

\_\_\_\_\_  
(Veteran-Purchaser)

\_\_\_\_\_  
(Spouse)

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PAUL E MOORE  
EXECUTIVE SECRETARY  
VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED AS TO CONTENTS:

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day \_\_\_\_/\_\_\_\_/\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Texas

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## **6.3.14 Agreement and Terms and Conditions for Pulse Metering Equipment Installation**

\_\_\_\_\_ ("Company") and \_\_\_\_\_ [an Electric Power and Energy end-user; the written authorized representative of \_\_\_\_\_, an Electric Power and Energy end-user; or a retail electric provider for \_\_\_\_\_, 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 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 reserves 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.

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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:**

Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**FOR CUSTOMER:**

Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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 requests 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) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

**Customer** (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

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### 6.3.15 Agreement for Meter Ownership and/or Access for Non-Company Owned Meters

ESI ID: \_\_\_\_\_  
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

\_\_\_\_\_(“Company”) and \_\_\_\_\_(“Retail Customer”) hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters (“Agreement”), as well as Company’s Tariff for Retail Delivery Service (“Tariff”) and Applicable Legal Authorities, will govern Retail Customer’s utilization of Non-Company Owned Meter(s), and Retail Customer’s physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent (“Retail Customer’s Agent”), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency (“LOA”) delivered to Company. Termination of the agency authority of Retail Customer’s Agent will become effective as to this Agreement upon Company’s receipt of written notice of such termination from the Retail Customer. A change in Retail Customer’s Agent will become effective as to this Agreement only upon the Company’s receipt of a new LOA designating a new Retail Customer’s Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer’s Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer’s Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

#### A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized \_\_\_\_\_ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.
2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are \_\_\_\_\_ (i.e. meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer’s Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 – Rate Schedules of Company’s Tariff.
3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company’s Tariff.
4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company’s Tariff and Applicable Legal Authorities.
5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company’s designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.
6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

#### B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities (“Billing and Settlement Meter

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Reading Capability") is \_\_\_\_\_ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning \_\_\_\_\_. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for \_\_\_\_\_ consecutive minutes beginning at \_\_\_\_\_ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for \_\_\_\_\_ consecutive minutes each day beginning at \_\_\_\_\_ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.
3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

**C. CONTACT INFORMATION**

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

**FOR COMPANY:**

Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**For Receipt of Non-Company Owned Meter:**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR RETAIL CUSTOMER:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Premise Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Retail Customer's Competitive Retailer, contact name and phone number:  
\_\_\_\_\_

**FOR METER OWNER:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**For Return of Non-Company Owned Meter:**

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

**FOR RETAIL CUSTOMER'S AGENT:**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

**D. OTHER TERMS AND CONDITIONS**

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.
2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.
3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").
4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.
5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.
6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.
7. 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)** \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

**Retail Customer (insert name)** \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

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ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, by:

**Meter Owner (insert name)**

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

ACKNOWLEDGED this \_\_\_\_ day of \_\_\_\_\_, by:

**Retail Customer's Agent (insert name)**

\_\_\_\_\_

(legal signature)

\_\_\_\_\_

(date)

\_\_\_\_\_

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**6.3.16 COMPETITIVE METERING LETTER OF AGENCY**

Electric Service Identifier (ESI ID Number):\* \_\_\_\_\_

Premise Address (include city, state, zip):\* \_\_\_\_\_

Retail Customer: \_\_\_\_\_

Retail Customer's Billing Address:  
(include city, state, zip) \_\_\_\_\_

Retail Customer's Email: \_\_\_\_\_

Retail Customer's Telephone Number: \_\_\_\_\_

Retail Customer's Fax Number: \_\_\_\_\_

Retail Electric Provider or (REP): \_\_\_\_\_

Transmission and Distribution Utility (TDU): \_\_\_\_\_

Retail Customer's Agent: \_\_\_\_\_

Retail Customer's Agent's Address:  
(include city, state, zip) \_\_\_\_\_

Retail Customer's Agent's Email: \_\_\_\_\_

Retail Customer's Agent's Telephone Number: \_\_\_\_\_

Retail Customer's Agent's Fax Number: \_\_\_\_\_

\* If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

- (1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;
- (2) Submit to and obtain from the TDU information requests, service requests, and data access; and,
- (3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

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By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

---

Retail Customer

---

Date

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**6.3.17 Agreement for Street Lighting Service**

**AGREEMENT FOR STREET LIGHTING SERVICE**

BY AND BETWEEN

\_\_\_\_\_, Texas

A MUNICIPAL CORPORATION

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

\_\_\_\_\_

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**AGREEMENT FOR STREET LIGHTING SERVICE  
BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND  
[INSERT NAME OF CITY]**

The City of \_\_\_\_\_, Texas, a Municipal Corporation ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:
  - a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;
  - b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.
  - c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.
2. **Term and Termination.** Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.
  - (a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.
  - (c) If Customer purchases Facilities owned by Company.
3. **Contribution-In-Aid-Of-Construction.** Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

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contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

**4. Service Subject to Company's Tariff.** This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

**5. Material Change.** In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

**6. Type of Service and Applicable Rate Schedule.** The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

**7. Installation/Construction.** All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

**8. Relocation of Facilities.** Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

**9. Billing and Payment.** Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

**10. No Delegation of Authority.** Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

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**11. Obstructions.** Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

**12. Outages.** To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: <http://oncorstreetlight.com>  
Telephone: 1-888-313-4747

**13. Permits.** Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

**14. Notice.** Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company:

CUSTOMER OPERATIONS / STREETLIGHT ADMINISTRATION

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

**15. Prior Agreements for Street Lighting Service.** This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

**16. Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

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This Agreement is effective this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

[[INSERT CUSTOMER NAME]]

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

\_\_\_\_\_

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

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**EXHIBIT "A"**

**WR Number:** \_\_\_\_\_

**SUPPLEMENT TO  
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND \_\_\_\_\_**

**DATED** \_\_\_\_\_

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by ONCOR Electric Delivery Company LLC and \_\_\_\_\_, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:  

Request for Street Lighting Service dated \_\_\_\_\_, attached hereto as Exhibit B.
2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

*ONCOR ELECTRIC DELIVERY COMPANY LLC*

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
[[INSERT CUSTOMER NAME]]  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

*For CIAC purposes only pursuant to Section (4) above.*

\_\_\_\_\_  
[[INSERT CUSTOMER'S AGENT'S NAME]]  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_





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Oncor Electric Delivery Company LLC**

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**APPENDIX A**

**AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING  
TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY  
(DELIVERY SERVICE AGREEMENT)**

Company and Competitive Retailer hereby agree that their relationship regarding the Delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

- I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Payment Address (both electronic and postal): \_\_\_\_\_

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Appendix A**

Applicable: Entire Certified Service Area  
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Email Address: \_\_\_\_\_

Billing Address (both electronic and postal): \_\_\_\_\_

\_\_\_\_\_

PUC Certificate Number: \_\_\_\_\_

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

\*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

\_\_\_ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

\*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

\_\_\_ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-313-6862

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**Appendix A**

Applicable: Entire Certified Service Area  
Effective Date: January 1, 2002

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— Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-313-6862

**III. TERM**

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

**IV.** 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.

**V. SIGNATURES**

**Company** (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

**Competitive Retailer** (insert name) \_\_\_\_\_  
(legal signature) \_\_\_\_\_  
(date) \_\_\_\_\_

## ATTACHMENT C



I.

By this Stipulation, the Signatories resolve all issues among them related to this proceeding and hereby stipulate and agree as follows and request the Commission enter the proposed final Order attached hereto as Exhibit B (including the proposed Tariffs attached thereto) that reflects the following:

- A. **Base Rate Revenue Increase:** Oncor's total base rate revenue requirement will be increased by \$136,722,048 over current rate revenues [which include post-test year transmission cost of service ("TCOS") and transmission cost recovery factor ("TCRF") adjustments], resulting in a total cost of service of \$2,945,899,486, as reflected in Column (d) (Proposed Rates) of the attached Exhibit A (MOS) at Exhibit A. The Signatories have also agreed to and developed rates based upon the Proposed Rates for each customer class as reflected in Column (d) of the attached Exhibit A (MOS) at Exhibit A, which results in a change in rates for each customer class as reflected in Column (e) and a percentage change for each customer class as reflected in Column (f). The calculated rates have been incorporated in the Tariffs that are attached hereto at Exhibit B (Proposed Order) at Exhibits B1, B2, B3, and B4.
- B. **Financial Matters:** Oncor's Weighted Average Cost of Capital ("WACC") shall be 8.14% based upon a 6.73% Cost of Debt, an authorized Return on Equity ("ROE") of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity. The foregoing WACC, Cost of Debt, ROE, and capital structure will apply, in accordance with PURA<sup>2</sup> and Commission rules, in all Commission proceedings or Commission filings requiring application of Oncor's Cost of Debt, WACC, ROE, or capital structure to the same extent as if these factors had been determined in a final order in a fully-litigated proceeding.
- C. **Prudence Finding Regarding Investment:** The Signatories agree to a Commission finding that all Oncor investment through the end of the test year (June 30, 2010), as presented in Oncor's rate filing package ("RFP"), is prudent and includable in rate base. A determination of prudence regarding Oncor's investment made after June 30, 2010, (whether now in rates through interim TCOS and TCRF or non-TCOS in nature) will be reserved until Oncor's next general base rate case. This paragraph does not waive the rights of certain parties to continue their appeals of Docket No. 35717<sup>3</sup> with respect to the prudence of certain automated meters. This paragraph also does not apply to investment subject to recovery through the Advanced Metering System ("AMS")

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<sup>2</sup> Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (Vernon 2007 & Supp. 2010) ("PURA").

<sup>3</sup> *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, Docket No. 35717, Order on Rehearing (Nov. 30, 2009).

surcharge approved in Docket No. 35718.<sup>4</sup> The Signatories stipulate that Oncor's total rate base as of June 30, 2010 is \$8,098,414,835.

- D. **Prospective Franchise Fees**: To reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339,<sup>5</sup> Oncor agrees to increase franchise fees to the contractual annual amount, to begin within 60 days after entry of a final order in this proceeding or July 1, 2011, whichever is later, but in any event retrospective to July 1, 2011. With the exception of Staff, the Signatories agree that this Stipulation resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Staff takes no position on that issue.
- E. **Regulatory Surcharge (Retrospective Franchise Fees and Rate Case Expenses)**: To reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339, within 60 days after entry of a final order in this proceeding, Oncor will pay the municipalities in its service territory retrospective franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July 1, 2011) over three years in a separate surcharge with no carrying charges. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.

The total amount of retrospective franchise fees, calculated through June 30, 2011, plus interest at the Commission-established rate, is \$21,848,230. The Regulatory Surcharge rider (Rider RS) included in the proposed Tariffs currently includes only these amounts for retrospective franchise fees. The Signatories have agreed that the issue of the appropriate level of rate case expenses shall be resolved in Docket No. 39239,<sup>6</sup> where that issue is currently pending. Once the Commission has issued an order approving the level of rate case expenses to be recovered, Oncor will make a compliance filing with the Commission to adjust Rider RS to include the approved rate case expenses. The Signatories agree that the allocation factors to be used for Rider RS are reflected in the Supplemental Direct Testimony of J. Michael Sherburne at Exhibit JMS-SD-3. Rider RS will take effect January 1, 2012.

- F. **Rate NTS**: The Signatories agree that the transmission cost of service, as reflected in the Network Transmission Revenue row on the attached Exhibit A (MOS) at Exhibit A, shall be set as reflected in the attached Exhibit A (MOS) at Exhibit C.

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<sup>4</sup> *Oncor Electric Delivery Company LLC's Request For Approval Of Advanced Metering System (AMS) Deployment Plan And Request For Advanced Metering System (AMS) Surcharge*, Docket No. 35718, Order (Aug. 28, 2009).

<sup>5</sup> *CenterPoint Energy Houston Electric, LLC for Authority to Change Rates*, Docket No. 38339 (pending).

<sup>6</sup> *Application of Oncor Electric Delivery Company LLC for Rate Case Expense Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330*, Docket No. 39239 (pending).

- G. **Rider SCUD (State Colleges and Universities Discount)**: Oncor will reinstate Rider SCUD without passing on any revenue shortfall to customers. If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order. If Rider SCUD is changed or eliminated, any such change or elimination shall take effect prospectively following the effective date of applicable legislation or the issuance of a mandate by the court of last resort. No surcharge will be implemented or applied to recoup any Rider SCUD discount.
- H. **Cost Allocation and Rate Design**: The Signatories agree that costs shall be allocated among the customer classes consistent with the Proposed Rates reflected in Column (d) of the attached Exhibit A (MOS) at Exhibit A. The Signatories agree to the rate design and tariff language as proposed by Oncor in its RFP [which includes (1) eliminating the Transmission System Charge and thereby recovering all of Oncor's transmission expense through its TCRF as provided for in proposed Rider TCRF, and (2) modifications to the ratchet provisions in the Secondary >10 kW Class], subject to the following changes:
1. For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures. The 2010 unadjusted 4CP figures are detailed in the Supplemental Direct Testimony of J. Michael Sherburne at Exhibit JMS-SD-1; and
  2. Changes to the tariff language, which have been as reflected in the Tariffs attached to the proposed Order attached hereto as Exhibit B.
- I. **Depreciation**: Oncor will use the depreciation rates it proposed in its direct case in this proceeding. Those rates are the same as the rates approved by the Commission in Docket No. 35717, with the exception that Oncor's proposal reflects an increase in the depreciation rate for intangible plant assets, which increase is reflected in the agreed total annual cost of service. The new agreed annual amortization rate for Account 303 (intangible plant) is 12.56%.
- J. **Meter Costs**: The Signatories agree to the amount of meter-reading costs and ad valorem taxes included in Oncor's new rates, to the extent those costs are related to meters that are being replaced pursuant to Oncor's Commission-approved AMS Deployment Plan. These numbers can be derived from Oncor's RFP and are as follows:
1. Meter-reading costs – \$15,785,691; and
  2. Ad valorem taxes – \$1,322,281.
- K. **Regulatory Assets and Certain Accruals**: Oncor will amortize its total regulatory asset balance as of June 30, 2010, as presented in the Company's RFP (old and new, self-insurance or "storm" reserve and pension/other postretirement benefits ("OPEB")), over eight (8) years, with such revised amortization to begin on January 1, 2012. The Signatories agree that the amount of the new annual amortizations are as follows:

1. Self-insurance reserve – \$31,514,420 (\$252,115,362 balance / 8 years);
2. Pensions – \$9,113,738 (\$72,909,900 balance / 8 years); and
3. OPEBs – \$6,921,963 (\$55,375,706 balance / 8 years).

Until January 1, 2012, Oncor will continue the amortizations of its regulatory asset balances at the levels approved in the Order on Rehearing in Docket No. 35717. Oncor will continue annual accruals for the self-insurance reserve, pensions, and OPEBs at the levels approved in the Order on Rehearing in Docket No. 35717.

- L. **Effective Dates for Rates and Riders:** Oncor shall phase-in rates as follows:
1. \$93,722,048 million base rate revenue increase to be effective the later of thirty (30) days after a final Commission order is signed, or July 1, 2011 (“Phase I Tariffs”);
  2. \$43 million base rate revenue increase effective January 1, 2012 (“Phase II Tariffs”);
  3. Regulatory Surcharge effective January 1, 2012 (“Rider RS”); and
  4. All new amortizations (self-insurance reserve and pensions/OPEBs) begin January 1, 2012.
- M. **Interim Rates:** The Administrative Law Judges or the Commission will approve interim/temporary rates consistent with the Stipulation effective July 1, 2011, pursuant to PURA § 36.109 and Commission Procedural Rule 22.125, should permanent rates not be approved and in effect by that date. In no event shall the permanent rates take effect sooner than 30 days after the Commission order(s) approving the Stipulation and Tariffs are signed.
- N. **Rate Freeze for General Base Rate Case:** Oncor will agree to not file a general base rate case before July 1, 2013; provided that Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates and adjust rates as allowed by Texas law and Commission rules, including, but not limited to, interim TCOS updates, TCRF updates, Energy Efficiency Cost Recovery Factor updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.

## II.

The Signatories agree that the terms of this Stipulation are fair, reasonable, and in the public interest. The Signatories further stipulate to the facts contained in the proposed Order attached hereto as Exhibit B and support and will take all reasonable efforts to obtain the prompt adoption of an order by the Commission consistent with this Stipulation as reflected in the attached proposed Order. The Signatories further agree to defend the terms of this Stipulation as set forth herein. The Signatories agree that this Stipulation does not affect any pending appeal of the Commission's final decision in Docket No. 35717 except as specifically provided for in this Stipulation.

## III.

This Stipulation has been drafted by all Signatories and is the result of negotiation, compromise, settlement, and accommodation. The Signatories agree that the terms and conditions herein are interdependent. The various provisions of this Stipulation are not severable. None of the provisions of this Stipulation shall become fully operative unless the Commission shall have entered a final order approving this Stipulation consistent with the proposed Order. If the Commission does not accept this Stipulation as presented, or issues an interim or final order inconsistent with the terms of this Stipulation or the proposed Order, the Signatories agree that any Signatory adversely affected by that alteration has the right to withdraw from this Stipulation, thereby becoming released from its obligations arising hereunder, and to proceed as otherwise permitted by law to exercise all rights available under the law. The right to withdraw must be exercised by providing the other Signatories written notice within twenty (20) calendar days of the date the Commission order acting on this Stipulation is filed. Failure to provide such notice within the specified time period shall constitute a waiver of the right to withdraw and acceptance of the changes to this Stipulation made by the Commission.

## IV.

This Stipulation is binding on each of the Signatories only for the purpose of settling the issues as set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent that this Stipulation expressly governs a Signatory's rights and obligations for future periods, this Stipulation shall not be

binding or precedential on a Signatory outside of this proceeding except for a proceeding to enforce the terms of this Stipulation. The Signatories agree that a Signatory's support of the resolution of this docket in accordance with this Stipulation may differ from its position or testimony regarding contested issues of law, policy, or fact in other proceedings before the Commission or other forum. Because this is a Stipulation, a Signatory is under no obligation to take the same position as set out in this Stipulation in other proceedings not referenced in this Stipulation whether those dockets present the same or a different set of circumstances. A Signatory's agreement to entry of a final order of the Commission consistent with this Stipulation should not be regarded as an agreement to the appropriateness or correctness of any assumptions, methodology, or legal or regulatory principle that may have been employed in reaching this Stipulation.

#### V.

This Stipulation contains the entire agreement among the Signatories. Moreover, this Stipulation supersedes all other written and oral exchanges or negotiations among the Signatories or their representatives with regard to the subjects contained herein. To the extent this Stipulation may be different from the MOS, or may contain additional terms to the MOS, this Stipulation controls. The Signatories hereby waive the right to an evidentiary hearing in this proceeding and waive cross-examination of all witnesses.

#### VI.

Each person executing this Stipulation represents that he or she is authorized to sign this Stipulation on behalf of the party represented. Facsimile copies of signatures are valid for purposes of evidencing this Stipulation, which may be executed in multiple counterparts.

#### VII.

WHEREFORE, PREMISES CONSIDERED, the Signatories respectfully request that this Honorable Commission enter an order consistent with the terms of this Stipulation.

**AGREED:**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

BY: Matthew H. (Matthew C. Henry, Legal Counsel)

**STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS**

*Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.*

BY: \_\_\_\_\_

**OFFICE OF PUBLIC UTILITY COUNSEL**

BY: \_\_\_\_\_

**STATE AGENCIES**

BY: \_\_\_\_\_

**TEXAS INDUSTRIAL ENERGY CONSUMERS**

BY: \_\_\_\_\_

**CONFIDENTIAL SETTLEMENT PROPOSAL  
PROVIDED PURSUANT TO TRE 408**

**MEMORANDUM OF SETTLEMENT**

This Memorandum of Settlement (“MOS”) documents the agreement of the signatory parties (the “Signatories”) with regard to Oncor’s 2011 general base rate case, Docket No. 38929. The Signatories agree to finalize a full and comprehensive stipulation (the “Stipulation”) and compliance tariffs consistent with and based upon the agreed terms as stated in this MOS, and to seek Commission approval of that Stipulation. The Stipulation shall include the following terms, and other necessary and customary terms and conditions that are consistent with the following terms:

- **Base Rate Revenue Increase:** Total base rate revenue requirement increase of \$136,722,048 over current rate revenues (including post-test year TCOS and TCRF adjustments), which results in a total cost of service of \$2,945,899,486, as reflected in Column (d) (Proposed Rates) of the attached Exhibit A, and which is based upon a 60/40 capital structure and 10.25% ROE. The Signatories have also agreed to develop rates based upon the Proposed Rates for each customer class as reflected in Column (d) of the attached Exhibit A, which results in a change in rates for each customer class as reflected in Column (e) and a percentage change for each customer class as reflected in Column (f) .
- **Rider SCUD:** Oncor will agree to reinstate Rider SCUD (without passing on any cost shortfall to customers). If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order.
- **Rate Freeze:** Oncor will agree to not file a general base rate case before July 1, 2013; provided that, Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates as allowed by Texas law and Commission rules, including, but not limited to, Interim TCOS updates, TCRF updates, EECRF updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.
- **Prudence Finding:** Finding that all Oncor investment through the end of the test year (June 30, 2010), as presented in Oncor’s rate filing package, is prudent and includable in rate base. A determination of prudence regarding Oncor’s investment made after June 30, 2010, (whether now in rates through Interim TCOS/TCRF or non-TCOS in nature) will be reserved until Oncor’s next general base rate case. This section does not waive the rights of certain parties to continue their appeals of Docket No. 35717 with respect to the prudence of certain automated meters.
- **Depreciation:** Use of depreciation rates proposed by Company in their direct case.
- **Regulatory Assets and Certain Accruals:** Amortize total regulatory asset balance as of June 30, 2010, as presented in Oncor’s rate filing package (old and new, storm and pension/OPEB), over 8 years, with amortization beginning January 1, 2012. Oncor will continue annual accruals for pensions, OPEBs, and storm (property insurance) reserve at the levels approved in the final Order on Rehearing in Docket No. 35717.
- **Prospective Franchise Fees:** To reflect the opinion of the District Court in the Docket 35717 appeal and the Commission’s recent decision in the CNP case (Docket 38339), Oncor agrees to increase franchise fees to contractual annual amount (to begin within 60 days after final order or July 1, whichever is later, but in any event retroactive to July 1). With the exception of Staff, the Signatories agree that this MOS resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Staff takes no position on that issue.

**CONFIDENTIAL SETTLEMENT PROPOSAL  
PROVIDED PURSUANT TO TRE 408**

- **Cost Allocation and Rate Design:** The Signatories agree that costs shall be allocated among the customer classes consistent with the Proposed Rates reflected in Column (d) of the attached Exhibit A. The Signatories agree to support the rate design and tariff language as proposed by Oncor in its rate filing, subject to the following changes:
  - For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures;
  - changes to the tariff language as reflected on the attached Exhibit B; and
  - any other such changes that may be agreed to by the Signatories.
  
- **Interim Rates:** SOAH ALJs or PUC will approve temporary/interim rates consistent with the settlement effective July 1, 2011, pursuant to PURA §36.109 and PUC Procedural Rule 22.125, should permanent rates not be approved and in effect by that date. In no event shall the permanent rates take effect sooner than 30 days after the Commission Order(s) approving the settlement and tariffs is (are) signed.
  
- **Regulatory Surcharge (Retroactive Franchise Fees and Rate Case Expenses):** To reflect the opinion of the District Court in the Docket 35717 appeal and the Commission's recent decision in the CNP case (Docket 38339), within 60 days after final order Oncor will pay cities retroactive franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July 1, 2011) over three years in a separate surcharge with no carrying charges. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.
  
- **Effective Dates for Rates and Riders:** Oncor shall phase-in rates as follows:
  - \$93,722,048 million base rate revenue increase effective July 1, 2011 or, with regard to permanent rates, 30 days after the Commission Order(s) approving the settlement and tariffs is (are) signed (includes prospective franchise fees)
  - \$43 million base rate revenue increase effective January 1, 2012.
  - Regulatory Surcharge effective January 1, 2012.
  - All new amortizations (storm and pensions/OPEBs) begin January 1, 2012.
  
- **Rate NTS:** The Signatories agree that the transmission cost of service, as reflected in the Network Transmission Revenue row on the attached Exhibit A, shall be set as reflected in the attached Exhibit C.

CONFIDENTIAL SETTLEMENT PROPOSAL  
PROVIDED PURSUANT TO TRE 408

AGREED TO AS OF APRIL 8, 2011:

*Matt H*

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: *Matthew C. Henry*

STAFF OF THE PUBLIC UTILITY COMMISSION OF TEXAS

*Agreed, except with regard to the Docket No. 35717 franchise fee appeal, about which Staff takes no position.*

BY: \_\_\_\_\_

OFFICE OF PUBLIC UTILITY COUNSEL

BY: \_\_\_\_\_

STATE AGENCIES

*Unopposed Subject to OAG Executive Administration Approval*

BY: \_\_\_\_\_

TEXAS INDUSTRIAL ENERGY CONSUMERS

BY: \_\_\_\_\_

PUC DOCKET NO. 38929  
 ONCOR ELECTRIC DELIVERY COMPANY LLC  
 SUMMARY OF PROPOSED RATES BY CUSTOMERS AND RATE CLASS

Run 2011-04-01 / Baseline (revised) with Kit's Settlement Numbers (4/6/11 @ 3:54 pm) and Wholesale Settlement

Rate Class Description (a)	Number of Customers (b)	Present Rates <sup>1</sup> (c)	Proposed Rates (d)	Proposed Change (e)	% Change (f)
Residential	2,685,933	\$1,042,474,076	\$1,107,010,869	\$64,536,793	6.2%
Secondary ≤ 10 kW	218,606	\$50,820,513	\$53,198,343	\$2,377,830	4.7%
Secondary > 10 kW	179,563	\$871,493,769	\$935,970,079	\$64,476,310	7.4%
Primary ≤ 10 kW	1,924	\$551,514	\$623,702	\$72,188	13.1%
Primary > 10 kW Dist. Line	4,035	\$112,365,844	\$111,905,556	(\$460,288)	-0.4%
Primary Substation	66	\$11,815,877	\$11,765,877	(\$50,000)	-0.4%
Transmission	174	\$47,123,142	\$46,612,854	(\$510,288)	-1.1%
Lighting	69,125	\$51,701,265	\$58,827,584	\$7,126,319	13.8%
<b>Total</b>	<b>3,159,426</b>	<b>\$2,188,346,000</b>	<b>\$2,325,914,864</b>	<b>\$137,568,864</b>	<b>6.3%</b>
Wholesale Substation	16	\$459,606	\$474,113	\$14,507	3.2%
Wholesale DLS	64	\$2,038,454	\$2,108,453	\$69,999	3.4%
Other Revenue	-	\$49,146,271	47,497,068	(\$1,584,203)	-3.2%
<b>Grand Total</b>	<b>3,159,506</b>	<b>\$2,239,990,331</b>	<b>\$2,375,994,498</b>	<b>\$136,069,167</b>	<b>6.1%</b>
Network Transmission Revenue		\$544,310,069	\$544,310,069	\$0	0.0%
Transmission Related Other Revenues		\$24,942,038	\$25,594,919	\$652,881	2.6%
Total Cost of Service		\$2,809,242,438	\$2,945,899,486	\$136,722,048	4.9%

<sup>1</sup> Test-year revenues have been adjusted to annualize the Docket No. 35717 rate increase, to normalize billing units, to remove the revenues associated with Oncor's Advanced Metering Cost Recovery Factor, Energy Efficiency Cost Recovery Factor, and Rate Case Expense surcharge, and to increase test-year revenues to reflect TCOS and TCRF adjustments approved or pending after June 30, 2010.

In the Tariff for Retail Delivery Service, Section 6.1.1.1.1 Residential Service, change the Availability section as follows:

**AVAILABILITY**

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incident to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane ~~hangars~~ hangers, or recreational vehicle parks, or for structures on the platted parcel requiring a separate meter.

In the Tariff for Transmission Service, Section 4.0, change the Facility Connection Requirements Definition as follows:

**FACILITY CONNECTION REQUIREMENTS.** Requirements for connecting with Company's transmission system that are reflected in the current versions of Oncor Standard 500-250 Guideline – Facility Connection Requirements for Radial Points of Interconnection at Transmission Voltages with Utilities; Oncor Standard 500-251 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltage with Retail Customers; Oncor Standard 500-252 Guideline – Facility Connection Requirements for Bi-Directional Points of Interconnection at Transmission Voltages with Electric Utilities; and Oncor Standard 500-253 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltages with Generators; and in any other facility connection requirements adopted by Company subsequent to the approval of this Tariff if required by NERC, Texas Reliability Entity, or ERCOT; and in any amendments to the facility connection requirements identified in this definition adopted subsequent to the approval of this Tariff if required by NERC, Texas Reliability Entity, or ERCOT. These Standards are available on the Company's website.

PUC DOCKET NO. 38929 (Settlement)  
 ONCOR ELECTRIC DELIVERY COMPANY LLC  
 TOTAL COST OF SERVICE  
 TEST YEAR ENDING JUNE 30, 2010

Line No	Description	Settlement TCOS	TCOS 38495 Interim Update	RFP Incr/Decr
1	Operating and Maintenance Expenses	87,909,195	81,527,546	6,381,649
2	Depreciation, Amortization, & Other Expenses	138,493,534	135,743,982	2,749,552
3	Taxes Other Than Federal Income Tax	49,458,606	47,599,076	1,859,530
4	Federal Income Tax	65,563,416	60,290,071	5,273,345
5				
6	Return on Rate Base	228,480,237	241,287,917	(12,807,680)
7				
8	TOTAL COST OF SERVICE	569,904,988	566,448,592	3,456,396
9				
10	Decommissioning Expense	-	-	-
11				
12	Other Non-Bypassable Charges	-	-	-
13				
14	Minus: Other Revenues	25,594,919	22,138,523	3,456,396
15				
16	TOTAL ADJUSTED REVENUE REQUIREMENT	544,310,069	544,310,069	0
	Interest	113,792,935	121,809,601	(8,016,666)
	IBIT	180,250,718	179,768,387	482,331
	FIT effective rate	36.4%	33.5%	2.84%

PUC DOCKET NO. 38929 (Settlement)  
 ONCOR ELECTRIC DELIVERY COMPANY LLC  
 RATE BASE  
 TEST YEAR ENDING JUNE 30, 2010

Line No	Description	Settlement TCOS	TCOS Interim Update	RFP Incr/decr
1	Original Cost of Plant	4,376,786,067		
2	General Plant	70,565,023		
3	Communication Equipment	42,936,590		
4	Total Plant	4,490,287,680		
5				
6	Minus: Accumulated Depreciation	1,233,876,948		
7				
8	Net Plant In Service	3,256,410,732	3,272,708,860	(16,298,128)
9				
10	Other Rate Base Items:			
11	CWIP			
12	Plant Held for Future Use	16,546,254	13,563,314	2,982,940
13	Accumulated Provisions			
14	Materials & Supplies	52,348,621	29,456,595	22,892,026
15	Cash Working Capital	(1,116,975)	(1,934,179)	817,204
16	Prepayments	451,686	2,034,025	(1,582,339)
17	Other Rate Base Items	(4,681,857)	(15,085,000)	10,403,143
18	Regulatory Assets	17,473,874	3,320,874	14,153,000
19	Accumulated Deferred Income Taxes	(519,380,452)	(389,959,210)	(129,421,242)
20				
21	Subtotal	(438,358,849)	(358,603,581)	(79,755,268)
22				
23	TOTAL RATE BASE	2,818,051,883	2,914,105,279	(96,053,396)
24				
25	Rate of Return	8.11%	8.28%	-0.17%
26				
27	RETURN ON RATE BASE	228,480,237	241,287,917	(12,807,680)

**ONCOR ELECTRIC DELIVERY COMPANY LLC**  
**Interim Update of Wholesale Transmission Cost of Service**  
**Rate Base**  
**Test Year Ended June 30, 2010**  
**Sponsor: J. Michael Sherburne**

Line No.	Description	Balance Approved per Docket 38929 Final Order (1)
1	<b>Direct Assigned:</b>	
2	FERC Accounts (350 - 362)	
3	Original Plant In Service	\$ 4,278,224,242
4	(Accumulated Depreciation)	(1,101,804,401)
5	Net Plant In Service	3,176,419,841
6	Allocated Plant Accounts - Net *	79,990,888
7	Working Capital *	(1,116,975)
8	Plant Held for Future Use *	16,546,254
9	Regulatory Assets *	17,473,874
10	Other *	(471,262,002)
11	Subtotal	(358,367,961)
12	Total Rate Base	\$ 2,818,051,880
13	Rate of Return	8.11%
14	Return On Rate Base	\$ 228,480,237
15	* Same as last TCOS	

Sch II-B-1, pg 4, line 42, col (m)  
 Sch II-B-5, pg 2, line 44, col (m)  
 Lines 3&4 total \$3,256,410,729 (see line 8 of Settlement TCOS Schedule)

Gross Plant  
 - Intangibles  
 - General 98,561,822 Sch II-B-1, pg 2, line 6, col (m)  
 - Communication 70,565,023 Sch II-B-2, pg 2, line 19, col (m)  
 Total 42,936,590 Sch II-B-3, pg 2, line 4, col (m)  
 212,063,435  
 Accum Depreciation  
 - Intangibles (83,995,481) Sch II-B-5, pg 2, line 7, col (m)  
 - General (19,709,647) Sch II-B-5, pg 4, line 61, col (m)  
 - Communication (28,367,419) Sch II-B-5, pg 4, line 67, col (m)  
 Total (132,072,547)  
 Net General Plant 79,990,888

Settlement TCOS Schedule, line 15  
 Sch II-B, pg 1, line 12, col (f)  
 Settlement TCOS Schedule, line 18  
 Materials & Supplies 52,348,621 Sch II-B, line 14, col (f)  
 Prepayments 451,686 Sch II-B, line 16, col (f)  
 Other Rate Base Items (4,681,857) Sch II-B, line 17, col (f)  
 Accum Deferred FIT (519,380,452) Sch II-B, line 19, col (f)  
 Total (471,262,002)

Settlement TCOS Schedule, lines 23-27

**ONCOR ELECTRIC DELIVERY COMPANY LLC**  
**Interim Update of Wholesale Transmission Cost of Service**  
**Transmission Plant**  
**Test Year Ended June 30, 2010**  
**Sponsor: J. Michael Sherburne**

Line No.	Acct. No.	Account Description	Schedule / Workpaper Reference	Balance Approved per Docket 38929 Final Order (1)
<b>Transmission Plant</b>				
1	A350	Land and Land Rights	WP/Schedule B-1/1	\$ 269,423,481
2	A352	Structures and Improvements	WP/Schedule B-1/1	138,930,226
3	A353	Station Equipment	WP/Schedule B-1/1	1,313,015,463
4	A354	Towers and Fixtures	WP/Schedule B-1/1	505,905,311
5	A355	Poles and Fixtures	WP/Schedule B-1/1	757,534,869
6	A356	O. H. Conductors & Devices	WP/Schedule B-1/1	920,846,028
7	A357	Underground Conduit	WP/Schedule B-1/1	47,029,543
8	A358	Underground Conductors	WP/Schedule B-1/1	60,680,266
9	A359	Roads and Trails	WP/Schedule B-1/1	0
10		<b>Total Transmission Plant</b>		<b>4,013,365,187</b>
<b>Distribution Plant</b>				
11	A360	Land and Land Rights (above 60 kV)	WP/Schedule B-1/1	13,888,662
12	A361	Structures and Improvements (above 60 kV)	WP/Schedule B-1/1	20,590,037
13	A362	Station Equipment (above 60 kV)	WP/Schedule B-1/1	230,380,356
14		<b>Total Distribution Plant</b>		<b>264,859,055</b>
15		<b>Total Transmission Plant in Service - Gross</b>	Schedule B	<b>\$ 4,278,224,242</b>

**ONCOR ELECTRIC DELIVERY COMPANY LLC**  
**Interim Update of Wholesale Transmission Cost of Service**  
**Accumulated Depreciation**  
**Test Year Ended June 30, 2010**  
**Sponsor: J. Michael Sherburne**

Line No.	Acct. No.	Account Description	Schedule / Workpaper Reference	Balance Approved per Docket 38929 Final Order (1)
		<b>Accumulated Depreciation</b>		
		<b>Transmission Plant</b>		
1	A350	Land and Land Rights		\$ 40,657,087
2	A352	Structures and Improvements		31,725,776
3	A353	Station Equipment		230,933,209
4	A354	Towers and Fixtures		161,214,614
5	A355	Poles and Fixtures		235,581,668
6	A356	O. H. conductors & Devices		301,677,492
7	A357	Underground Conduit		8,948,342
8	A358	Underground Conductors		14,815,707
9	A359	Roads and Trails		-
10		<b>Total Transmission Plant</b>		<b>1,025,553,895</b>
		<b>Distribution Plant</b>		
11	A360	Land and Land Rights (above 60 kV)		18,098
12	A361	Structures and Improvements (above 60 kV)		8,560,324
13	A362	Station Equipment (above 60 kV)		67,672,084
14		<b>Total Distribution Plant</b>		<b>76,250,506</b>
15		<b>Total Transmission Accumulated Depreciation</b>	Schedule B	<b>\$ 1,101,804,401</b>

Sch II-B-5, page 2, lines 11+12, col (m)  
 Sch II-B-5, page 2, line 13, col (m)  
 Sch II-B-5, page 2, line 14, col (m)  
 Sch II-B-5, page 2, line 15, col (m)  
 Sch II-B-5, page 2, line 16, col (m)  
 Sch II-B-5, page 2, line 17, col (m)  
 Sch II-B-5, page 2, line 18, col (m)  
 Sch II-B-5, page 2, line 19, col (m)  
 Sch II-B-5, page 2, line 22, col (m)  
 Sch II-B-5, page 2, line 26, col (m)  
 Sch II-B-5, page 2, line 27, col (m)  
 Sch II-B-5, page 2, line 28, col (m)  
 Sch II-B-5, page 2, line 41, col (m)  
 Sch II-B-5, page 2, line 44, col (m)

**ATTACHMENT 2**

**EXHIBIT B**

**EXHIBIT B**

**PUC DOCKET NO. 38929  
SOAH DOCKET NO. 473-11-2330**

<b>APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY LLC FOR AUTHORITY TO CHANGE RATES</b>	<b>§ § §</b>	<b>BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS</b>
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**ORDER**

On January 7, 2011, Oncor Electric Delivery Company LLC (Oncor or Company) filed an application for authority to change rates pursuant to Public Utility Regulatory Act (PURA)<sup>1</sup> § 36.102. Oncor requested a base rate increase of approximately \$353 million, which is approximately 12.6% over adjusted test-year revenues (or \$441 million and 16.2% if approved or pending transmission cost of service (TCOS) and transmission cost recovery factor (TCRF) adjustments to the test year are excluded from the adjustments to test-year revenues (and thus included in proposed base rates)). The application is based on a test year consisting of the 12-month period ending June 30, 2010, with February 14, 2011 as the proposed effective date for rates. In Order No. 1, the State Office of Administrative Hearings (SOAH) administrative law judges (ALJs) suspended the proposed effective date of the tariff changes for 150 days, until July 14, 2011, to allow sufficient time for a final determination. At the January 28, 2011 Prehearing Conference, Oncor agreed to extend the Commission's jurisdictional deadline to July 31, 2011.

On May 11, 2011, Commission Staff, Oncor, and certain other parties filed a Stipulation (Stipulation) resolving all issues in this proceeding. All other parties not joining in the Stipulation have agreed not to oppose it. Oncor's application, as modified by the Stipulation, is approved. Consistent with all of the terms of the Stipulation, the Commission adopts the following findings of fact and conclusions of law:

**I. Findings of Fact**

**Introduction and Procedural History**

1. Oncor is an investor-owned electric utility within the Electric Reliability Council of Texas (ERCOT) system.
2. Oncor owns and operates facilities used to transmit and distribute electricity in the northeast to central and west Texas, including the Dallas-Fort Worth Metroplex area. Oncor delivers

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<sup>1</sup> Public Utility Regulatory Act, Tex. Util. Code Ann. §§ 11.001-66.016 (Vernon 2007 & Supp. 2010).

electricity to more than three million wholesale and retail customers in 401 cities and 91 counties in Texas through one of the largest integrated electric systems in the United States and the largest in Texas.

3. On January 7, 2011, Oncor filed its application with the Commission for authority to increase its transmission and distribution rates to achieve an increase in revenue of approximately \$353 million over adjusted test-year revenues, or approximately a 12.6% increase over adjusted test-year revenues.
4. Oncor provided individual notice of its application to Commission Staff and the Office of Public Utility Counsel (OPC) on January 7, 2011.
5. Concurrent with its filing with the Commission, Oncor filed a similar petition and statement of intent with each incorporated city in its service area that has original jurisdiction over its retail distribution rates.
6. Oncor provided notice by publication once a week for four consecutive weeks before the effective date of the proposed rate change in newspapers having general circulation in each county in Oncor's service territory.
7. On January 7, 2011, Oncor provided notice to all municipalities in Oncor's service area with original jurisdiction by sending a copy of Oncor's petition and statement of intent.
8. Oncor timely provided each party in Oncor's last application to change rates, *Application of Oncor Electric Delivery LLC for Authority to Change Rates*, Docket No. 35717, the complete rate filing package (RFP) and CD either by hand delivery or overnight delivery.
9. On January 7, 2011, Oncor mailed notice of its petition and statement of intent to all retail electric providers currently certificated by the Commission and to all entities listed in the Commission's transmission matrix in Docket No. 38900.
10. The Commission referred this proceeding to SOAH on January 10, 2011. On February 8, 2011, the Commission issued its Preliminary Order setting forth the issues to be addressed in this proceeding.
11. On March 2, 2011, the Commission issued a Supplemental Preliminary Order stating that the issue of whether the direct assignment of costs for wholesale customers is appropriate should not be addressed in this proceeding.
12. Commission Staff participated in this docket. In addition, the following entities were granted intervenor status in this proceeding: OPC; State agencies and institutions of higher

education (State Agencies); Texas Industrial Energy Consumers (TIEC); the Steering Committee of Cities Served by Oncor (Cities); Alliance of Oncor Cities (AOC); Wal-Mart Stores Texas, LLC and Sam's East, Inc. (Walmart); The Kroger Co. (Kroger); Reliant Energy Retail Services, LLC; CenterPoint Energy Houston Electric, LLC; the Alliance for Retail Markets; Nucor Steel - Texas; TXU Energy Retail Company LLC; Texas Energy Association for Marketers; Environmental Defense Fund; Brazos Electric Power Cooperative Inc.; Tex-La Electric Cooperative of Texas, Inc.; Rayburn Country Electric Cooperative, Inc.; IBEW Local 69; and Texas Cotton Ginners' Association & St. Lawrence Cotton Growers' Association.

13. Oncor filed timely appeals with the Commission of the rate ordinances of various municipalities exercising original jurisdiction within Oncor's service territory. All such appeals were consolidated for determination in this proceeding.
14. By Order No. 4, filed February 24, 2011, the SOAH ALJs granted Oncor's unopposed motion to sever issues related to recovery of rate case expenses from this docket into a separate docket. The severed matter was assigned *Application of Oncor Electric Delivery Company LLC for Rate Case Expenses Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330, Docket No. 39239* (pending).
15. Oncor's application is based on the test year ending June 30, 2010.
16. Oncor's proposed effective date of February 14, 2011 for the proposed rates was suspended by the SOAH ALJs for 150 days, until July 14, 2011, to allow sufficient time for a final determination. At the January 28, 2011 Prehearing Conference, Oncor agreed to extend the proposed effective date to March 3, 2011, and thus extend the Commission's jurisdictional deadline to July 31, 2011.
17. On April 8, 2011, Oncor announced that it and certain parties had reached an agreement in principal to settle all issues regarding Oncor's application and moved to abate the procedural schedule to finalize the settlement.
18. By Order No. 12, filed April 11, 2011, the SOAH ALJs granted Oncor's unopposed motion to abate the procedural schedule. By Order No. 15, filed April 29, 2011, the SOAH ALJs granted Oncor's unopposed motion to cancel the hearing on the merits.
19. On May 11, 2011, the following parties filed an Unopposed Joint Motion to: Admit Affidavit of Notice, Stipulation, and Supporting Testimony in Evidence; Approve Interim

Rates; and Remand to the Commission for Review and Approval of Stipulation, Proposed Final Order, and Tariffs (Joint Motion): Oncor; Commission Staff; OPC; State Agencies; TIEC; Cities; AOC; Walmart; and Kroger (collectively, Signatories). All other parties that have not joined in the Stipulation have agreed that they do not and will not oppose it, and all parties have waived their right to a hearing and to conduct cross-examination in this proceeding.

20. By Order No. \_\_, filed May \_\_, 2011, the SOAH ALJs approved interim/temporary rates consistent with the Stipulation effective July 1, 2011, pursuant to PURA § 36.109 and Commission Procedural Rule 22.125, should permanent rates not be approved and in effect by that date.
21. By Order No. \_\_, filed May \_\_, 2011, the SOAH ALJs granted the Joint Motion, admitting into evidence the following: (a) Oncor's Affidavit Attesting to the Provision of Notice (including attachments) filed on March 2, 2011; (b) the Stipulation; (c) the Supplemental Direct Testimony in Support of Stipulation of Stephen N. Ragland; and (d) the Supplemental Direct Testimony in Support of Stipulation of J. Michael Sherburne. By the same order, this proceeding was returned to the Commission for review and approval of the Stipulation and related tariffs (Tariffs).

### **The Stipulation**

#### *Base Rate Revenue Increase and Related Matters*

22. Consistent with the Stipulation, the Signatories agreed that Oncor's total base rate revenue requirement will be increased by \$136,722,048 over current rate revenues (which include post-test year TCOS and TCRF adjustments), resulting in a total cost of service of \$2,945,899,486. Consistent with the Stipulation, the Signatories also developed rates for each customer class that results in a change in rates for each customer class as reflected in Exhibit A to the Stipulation. The calculated rates have been incorporated in the Tariffs attached to this Order.
23. Oncor's Weighted Average Cost of Capital ("WACC") shall be 8.14% based upon a 6.73% Cost of Debt, an authorized Return on Equity ("ROE") of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity. The foregoing WACC, Cost of Debt, ROE, and capital structure will apply, in accordance with PURA and Commission rules, in all Commission proceedings or Commission filings requiring

application of Oncor's Cost of Debt, WACC, ROE, or capital structure to the same extent as if these factors had been determined in a final order in a fully-litigated proceeding.

24. A 10.25% ROE will allow Oncor a reasonable opportunity to earn a reasonable return on its capital investment.
25. Consistent with the Stipulation, the Signatories agreed that all Oncor investment through the end of the test year, as presented in Oncor's RFP, is prudent and includable in rate base. A determination of prudence regarding Oncor's investment made after June 30, 2010 (whether now in rates through interim TCOS and TCRF or non-TCOS in nature) will be reserved until Oncor's next general base rate case. This provision does not waive the rights of certain parties to continue their appeals of Docket No. 35717<sup>2</sup> with respect to the prudence of certain automated meters. This provision also does not apply to investment subject to recovery through the Advanced Metering System (AMS) surcharge approved in Docket No. 35718.<sup>3</sup> Consistent with the Stipulation, the Signatories agreed that Oncor's total rate base as of June 30, 2010 is \$8,098,414,835.
26. Consistent with the Stipulation, and to reflect the opinion of the District Court in the Docket No. 35717 appeal and the Commission's recent decision in Docket No. 38339,<sup>4</sup> Oncor will:
  - a. Increase franchise fees to the contractual annual amount, to begin within 60 days after entry of a final order in this proceeding or July 1, 2011, whichever is later, but in any event retrospective to July 1, 2011. With the exception of Commission Staff, the Signatories agreed that the Stipulation resolves all outstanding appeals relating to municipal franchise fees in Docket No. 35717. Commission Staff takes no position on that issue or on Ordering Paragraph No. 4 in this Order; and
  - b. Within 60 days of the date of this Order, pay the municipalities in its service territory retrospective franchise fees (calculated from the date that the rates approved in Docket No. 35717 went into effect through July 1, 2011) and rate case expenses (through July 1, 2011) and recover those amounts, plus Oncor's rate case expenses balance (through July

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<sup>2</sup> *Application of Oncor Electric Delivery Company LLC for Authority to Change Rates*, Docket No. 35717, Order on Rehearing (Nov. 30, 2009).

<sup>3</sup> *Oncor Electric Delivery Company LLC's Request For Approval Of Advanced Metering System (AMS) Deployment Plan And Request For Advanced Metering System (AMS) Surcharge*, Docket No. 35718, Order (Aug. 28, 2009).

<sup>4</sup> *CenterPoint Energy Houston Electric, LLC for Authority to Change Rates*, Docket No. 38339.

1, 2011) over three years in a separate surcharge with no carrying charges. This surcharge will be set as part of this settlement to include that portion of the surcharge related to retrospective franchise fees, will be revised consistent with the final order in Docket No. 39239<sup>5</sup> to include that portion of the surcharge related to rate case expenses, will be called the Regulatory Surcharge rider (Rider RS), and will be in addition to the rates set in this Docket No. 38929. Rate case expenses incurred after July 1, 2011 will be captured in a regulatory asset and preserved for recovery consideration in Oncor's next general base rate case.

27. Consistent with the Stipulation, the total amount of retrospective franchise fees, through July 2, 2011, plus interest at the Commission-established rate, is \$21,848,230. Rider RS included in the proposed Tariffs currently includes only these amounts for retrospective franchise fees. The Signatories agreed that the issue of the appropriate level of rate case expenses shall be resolved in Docket No. 39239, where that issue is currently pending. Once the Commission has issued an order approving the level of rate case expenses to be recovered, Oncor will make a compliance filing with the Commission to adjust Rider RS to include the approved rate case expenses. The Signatories agreed that the allocation factors to be used for Rider RS are reflected in the Supplemental Direct Testimony in Support of Stipulation of J. Michael Sherburne at Exhibit JMS-SD-3. Rider RS will take effect January 1, 2012
28. Consistent with the Stipulation, the Signatories agreed that the transmission cost of service shall be set as reflected in Exhibit A to the Stipulation and incorporated in the Tariffs attached to this Order.
29. Consistent with the Stipulation, Oncor will reinstate Rider SCUD without passing on any revenue shortfall to customers. If subsequent legislation eliminates or changes Rider SCUD, or upon a final, non-appealable court order that Rider SCUD is not applicable under current law, Oncor will change or eliminate the Rider SCUD discount consistent with any such legislation or court order. If Rider SCUD is changed or eliminated, any such change or elimination shall take effect prospectively following the effective date of applicable

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<sup>5</sup> *Application of Oncor Electric Delivery Company LLC for Rate Case Expense Severed from PUC Docket No. 38929, SOAH Docket No. 473-11-2330, Docket No. 39239 (pending).*

legislation or the issuance of a mandate by the court of last resort. No surcharge will be implemented or applied to recoup any Rider SCUD discount.

30. Consistent with the Stipulation, costs shall be allocated among the customer classes consistent with Exhibit A to the Stipulation. The Signatories agreed to the rate design and tariff language as proposed by Oncor in its RFP [which includes (1) eliminating the Transmission System Charge and thereby recovering all of Oncor's transmission expense through its TCRF as provided for in proposed Rider TCRF, and (2) modifications to the ratchet provisions in the Secondary >10 kW Class], subject to the following changes:
  - a. For TCRF, Oncor will use the 2010 unadjusted 4CP figures instead of the 2009 adjusted 4CP figures. The 2010 unadjusted 4CP figures are detailed in the Supplemental Direct Testimony in Support of Stipulation of J. Michael Sherburne at Exhibit JMS-SD-1; and
  - b. Changes to the tariff language, which have been as reflected in the Tariffs attached to this Order.

*Accounting Matters/Effective Dates for Rates and Riders*

31. Consistent with the Stipulation, Oncor will use the depreciation rates it proposed in its direct case in this proceeding. Those rates are the same as the rates approved in Docket No. 35717, with the exception that there is an increase in the depreciation rate for intangible plant assets, which increase is reflected in the agreed total annual cost of service. The new agreed annual amortization rate for Account 303 (intangible plant) is 12.56%.
32. Consistent with the Stipulation, the amount of meter-reading costs and ad valorem taxes included in Oncor's new rates, to the extent those costs are related to meters that are being replaced pursuant to Oncor's approved AMS Deployment Plan, are as follows:
  - a. Meter-reading costs – \$15,785,691; and
  - b. Ad valorem taxes – \$1,322,281.
33. Consistent with the Stipulation, Oncor will amortize its total regulatory asset balance as of June 30, 2010, as presented in the Company's RFP, which includes old (the net unamortized amount of what was approved in Docket No. 35717) and new [additional since Docket No. 35717 balances for self-insurance or "storm" reserve and pension/other postretirement benefits (OPEB)], over eight (8) years, with such revised amortization to begin on January 1, 2012. The amount of the new annual amortizations are as follows:
  - a. Self-insurance reserve – \$31,514,420 (\$252,115,362 balance / 8 years);

- b. Pensions – \$9,113,738 (\$72,909,900 balance / 8 years); and
- c. OPEBs – \$6,921,963 (\$55,375,706 balance / 8 years).

Until January 1, 2012, Oncor will continue the amortizations of its regulatory asset balances at the levels approved in Docket No. 35717. Oncor will continue annual accruals for pensions, OPEBs, and the self-insurance reserve at the levels approved in Docket No. 35717.

- 34. Consistent with the Stipulation, Oncor shall phase-in rates as follows:
  - a. A \$93,722,048 million base rate revenue increase to be effective the later of thirty (30) days after this Order is signed, or July 1, 2011 (Phase I Tariffs);
  - b. A \$43 million base rate revenue increase effective January 1, 2012 (Phase II Tariffs);
  - c. A Regulatory Surcharge effective January 1, 2012 (Rider RS); and
  - d. All new amortizations (self-insurance reserve and pensions/OPEBs) beginning January 1, 2012.

*Other Matters*

- 35. Consistent with the Stipulation, Oncor will not file a general base rate case before July 1, 2013; provided that, Oncor has no obligation to file a rate case on that or any other date, and Oncor is entitled to file interim rate updates and adjust rates as allowed by Texas law and Commission rules, including, but not limited to, interim TCOS updates, TCRF updates, Energy Efficiency Cost Recovery Factor updates, AMS Surcharge filings, and other investment or cost updates that may exist now or in the future as a result of legislative or Commission action. Nothing in this paragraph is intended to limit the ability of a regulatory authority to initiate an Oncor rate case at any time.
- 36. Consistent with the Stipulation, the Signatories agreed that the terms of the Stipulation are fair, reasonable, and in the public interest and agreed to support the prompt adoption of a final order in this docket consistent with the Stipulation and to defend the terms of the Stipulation.
- 37. Consistent with the Stipulation, the Signatories agreed that the Stipulation is binding on each of the Signatories only for the purpose of settling the issues as set forth herein and for no other purposes. The matters resolved herein are resolved on the basis of a compromise and settlement. Except to the extent that the Stipulation expressly governs a Signatory's rights and obligations for future periods, the Stipulation shall not be binding or precedential

on a Signatory outside of this proceeding except for a proceeding to enforce the terms of the Stipulation. The Signatories agreed that a Signatory's support of the resolution of this docket in accordance with the Stipulation may differ from its position or testimony regarding contested issues of law, policy, or fact in other proceedings before the Commission or other forum. A Signatory is under no obligation to take the same position as set out in the Stipulation in other proceedings not referenced in the Stipulation whether those dockets present the same or a different set of circumstances. A Signatory's agreement to entry of a final order of the Commission consistent with the Stipulation should not be regarded as an agreement to the appropriateness or correctness of any assumptions, methodology, or legal or regulatory principle that may have been employed in reaching the Stipulation.

*Commission Approval*

38. Considered in light of Oncor's requested rate increase, and that the Signatories had developed testimony taking positions significantly different from Oncor's pre-filed testimony, the Stipulation is the result of compromise from each party, and these efforts, as well as the overall result of the Stipulation viewed in light of the record evidence as a whole, support the reasonableness and benefits of the terms of the Stipulation.
39. The Stipulation, taken as a whole, is a just and reasonable resolution of the issues, results in just and reasonable rates, is supported by a preponderance of the evidence, is consistent with the relevant provisions of PURA, is in the public interest, and should be approved.

**II. Conclusions of Law**

1. Oncor is an electric utility as defined by PURA § 31.002, and, therefore, it is subject to the Commission's jurisdiction under PURA §§ 14.001, 32.001, 33.001, 33.002, 33.051, 35.004, and 36.102.
2. Oncor is a transmission and distribution utility as defined in PURA § 31.002(19).
3. SOAH exercised jurisdiction over this docket pursuant to PURA § 14.053 and TEX. GOV'T CODE ANN. § 2003.049.
4. Oncor provided adequate notice of this proceeding in accordance with PURA § 36.103 and P.U.C. PROC. R. 22.51.

5. Pursuant to PURA § 33.001, each municipality in Oncor's service area that has not ceded jurisdiction to the Commission has jurisdiction over the Company's application, which seeks to change rates for distribution services within each municipality.
6. The Commission has jurisdiction over an appeal from a municipality's rate proceeding pursuant to PURA § 33.051.
7. This docket was processed in accordance with the requirements of PURA, the Administrative Procedure Act, TEX. GOV'T CODE ANN. Chapter 2001, and Commission rules.
8. PURA § 36.651 does not require Oncor to provide a 20% discount to four-year state universities, upper-level institutions, Texas State Technical colleges, or colleges. Because Oncor has elected to provide this discount, it may not recoup the lost revenue by charging higher rates to other customer classes. *See* PURA § 36.007.
9. The affiliate expenses included in Oncor's rates under the Stipulation are consistent with the requirements of PURA § 36.058.
10. The self-insurance reserve provided for in the Stipulation is in compliance with PURA § 36.064 and Commission Substantive Rule 25.231(b)(1)(G).
11. Oncor's WACC of 8.14% based upon a 6.73% Cost of Debt, an authorized ROE of 10.25%, and an authorized regulatory capital structure of 60% long-term debt and 40% equity are consistent with the requirements of PURA §§ 36.051 and 36.052.
12. Oncor's overall revenues approved in this proceeding permit Oncor a reasonable opportunity to earn a reasonable return on its invested capital that is used and useful in providing service to the public in excess of its reasonable and necessary operating expenses in compliance with PURA § 36.051.
13. Oncor's rates, as approved in this proceeding, are just and reasonable in accordance with PURA § 36.003.

### **III. Ordering Paragraphs**

In accordance with these findings of fact and conclusions of law, the Commission issues the following order:

1. The Stipulation is approved, and Oncor's application, as modified by the Stipulation, is approved.
2. Oncor's Tariffs attached to this Order are approved.

3. Within ten days of this Order being signed, Oncor shall file new tariffs identical to those that are approved in this Order with an effective date the later of 30 days after the date this Order is signed, or July 1, 2011.
4. The Office of the Attorney General is directed to forego any additional appeals with respect to the franchise fees issues from Docket No. 35717, Oncor's most recent general base rate case.<sup>6</sup>
5. The entry of this Order consistent with the Stipulation does not indicate the Commission's endorsement of any principle or methodology that may underlie the Stipulation. Entry of this Order shall not be regarded as precedent as to the appropriateness of any principle or methodology underlying the Stipulation.
6. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted, are denied.

**SIGNED AT AUSTIN, Texas on the \_\_\_\_\_ day of May, 2011.**

**PUBLIC UTILITY COMMISSION OF TEXAS**

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**BARRY T. SMITHERMAN, CHAIRMAN**

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**DONNA L. NELSON, COMMISSIONER**

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**KENNETH W. ANDERSON, JR., COMMISSIONER**

<sup>6</sup> As stated in Finding of Fact No. 26(a), Commission Staff takes no position on this Ordering Paragraph No. 4.