

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

## 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

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### 6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of June 2015, by **Oncor Electric Delivery Company LLC** ("Oncor Electric Delivery" or "Company"), a Delaware limited liability company and distribution utility, and the **Town of Addison, Texas** ("Customer"), a municipal corporation, 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 Service to be Provided** -- Company agrees to provide, and Customer agrees to pay for the following discretionary service in accordance with this Agreement:

Per a request from the Customer, Company will replace existing overhead electric distribution facilities to comparable underground electric distribution facilities along Belt Line Road from Marsh to Midway in Addison, Texas, as shown in Exhibit A.

Construction will include the installation of approximately 62,000 feet of underground primary cables, 15 pad mounted switchgear, 11 single phase pad mounted transformers, appurtenances necessary to maintain both existing overhead facilities that are to remain outside of scope of project and existing underground facilities in the scope of the project; removal of 59 wood poles, approximately 8800 feet of three phase overhead conductors, and 27 three phase primary risers along the north and south right of way of Belt Line Road from Marsh Lane to Midway Road.

Customer to provide and install all materials necessary in the civil construction for the Company's proposed underground facilities per Company's standards and approval. (see Exhibit B - **Belt Line Road Underground Electrical Plans** approved by the Company January 28, 2014). Upon acceptance by the Company, the civil facilities installed by the Customer will become the property of the Company. Civil facilities include approximately 11,000 feet of concrete encased duct bank, 27 manholes, 26 pads for pad mounted equipment, 27 primary pull vaults, and such other discretionary services as Company may reasonably determine are necessary in order to affect the replacement of the existing overhead electric distribution facilities along Belt Line Road from Marsh to Midway in Addison, Texas.

This project will be worked on Company project number – WR's 3223444, 3284861, 3284864 and 3284865.

**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 ("PUC") 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 PUC ("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 PUC 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 PUC or court orders concerning discretionary service charges.

**4. Term and Termination** -- This Agreement becomes effective upon acceptance by both the Company and the Customer and continues in effect until all associated work by Oncor Electric Delivery LLC is complete and reimbursements are secured, with no allowances for betterment. 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 PUC 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.

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**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. 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:

Oncor Electric Delivery Company LLC  
**Attn: Larry K. Baldwin**  
115 W. 7<sup>th</sup> Street, Suite 625  
Fort Worth, TX 76102

Office: 817-215-6184

(b) If to Customer:

Town of Addison  
**Attn: Lisa Pyles**  
16801 Westgrove Drive  
Addison, Texas 75001

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.

Town of Addison  
**Attn: Lisa Pyles**  
16801 Westgrove Drive  
Addison, Texas 75001

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** --

- (i) Customer agrees to pay Company the actual cost incurred with the Discretionary Services to be provided. Customer to make partial payments to Company for the material and labor cost incurred. Partial payments will be invoiced at six month intervals starting from the date of initial construction, The FINAL payment will be invoiced upon completion of the Discretionary Services to be provided. All payments shall be made within **60 days** of when each of the invoices is received. The estimated cost for the Discretionary Service to be provided is **\$ 4,600,000.00.**

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- (ii) Customer understands and agrees that in order to complete Customer's requested replacement of overhead electric distribution facilities on Belt Line Road from Marsh to Midway, Company may need to complete other services and tasks in addition to those services/tasks specified in paragraph 1 of this Agreement. Customer agrees that in the event Company, in its reasonable discretion, determines such additional services/tasks are necessary, Customer will pay Company for the costs of that work, with the charges due for such services/tasks to be calculated in accordance with Company's Retail Delivery Tariff only by written Agreement of the Customer, in accordance with and with the same formalities required in Paragraph 7, (Amendment), above.
- (iii) For the purpose of this agreement, "betterment" shall mean any upgrading or enhancing of the existing facilities being relocated underground that is not attributable to the undergrounding construction and is made solely for the benefit of and at the election of the Company.
- (v) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation or removal of facilities outlined in this agreement until Joint Users(s) remove their facilities attached to Oncor Electric Delivery poles.
- (vi) Scheduling and execution of the Discretionary Service outlined in this agreement will not begin until this document is signed by both Parties and returned to Oncor Electric Delivery Company LLC at the above referenced address.
- (vii) The total cost of the Discretionary Service outlined in this agreement is good for 120 days. If this agreement has not been executed by both parties by October 3, 2015 or if Customer requests that the Company's performance of Discretionary Service begin after October 3, 2015, Company reserves the right to void this Agreement and submit an updated Discretionary Service Agreement with recalculated cost for the Discretionary Service to be provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be sign by their respective duly authorized representatives.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: James A. Green

Name: JAMES A. GREEN

Title: SVP & COO

Date: 6/5/2015

The Town of Addison, Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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