

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of November 10, 2015 (the "Effective Date") by and between Oncor Electric Delivery Company LLC ("Oncor") and the Town of Addison, Texas (the "Town").

**WHEREAS**, Oncor and the Town agree that Oncor and its predecessors in interest have been billing – either directly to the Town prior to the start of retail competition in January 2002 or to retail electric providers serving the Town since the start of retail competition in January 2002 – for providing service to unmetered street lights (the "Street Lights") for which the Town is the end-use customer; and

**WHEREAS**, Oncor and the Town agree that Oncor's billings have, for an undetermined period of time, been inaccurate with respect to the number and/or type and/or size of Street Lights for which the Town is the end-use customer; and

**WHEREAS** Oncor and the Town recognize that the information is not readily available to determine the exact number, type and size of streetlights provided by Oncor during the past; and

**WHEREAS** the overbilling of street light numbers has resulted in Town paying excess charges not only for transmission and distribution service, but also for energy; and

**WHEREAS**, Oncor and the Town wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court; and

**WHEREAS**, Oncor wishes to avoid the expense Oncor would incur if it were required to cancel/rebill prior bills or invoices to the Town or to the Town's retail electric provider(s).

**NOW, THEREFORE**, in order to fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor, Oncor's predecessors in interest, the Town's retail electric providers, and the affiliated companies of each, for electricity consumed by the Street Lights, and for the mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is acknowledged, Oncor and the Town agree as follows:

### 1. PAYMENT TO THE TOWN

No later than 30 days after the latest signature date set below, Oncor will pay the Town the sum of \$18,763.49.

**2. RELEASE OF ONCOR AND ITS AFFILIATES, AND OF RETAIL ELECTRIC PROVIDERS WHO PROVIDED STREET LIGHT SERVICE TO THE TOWN**

The Town, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby **RELEASES, DISCHARGES AND ACQUITS**, forever and for all purposes, Oncor, its predecessors in interest, and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors, and assigns, as well as all affiliated companies, including TXU Energy Company LLC and its subsidiaries, as well as all retail electric providers from whom the Town has taken retail electric service, for Street Lights from and against any and all liability which they now have, have had, or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses, and fees of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether now existing or accruing in the future, arising out of or related to the calculation, reporting, billing or invoicing of charges to the Town for electric service for Street Lights through November 10, 2015.

**3. AGREEMENT AS TO ACCURACY OF CURRENT STREET LIGHT BILLING INFORMATION**

Town does not dispute and agrees not to dispute that the current Street Light billing information being used by Oncor for the Town's Street Lights, including but not limited to the number, types and sizes of Street Lights, as detailed on Attachment A, is accurate as of November 10, 2015.

**4. WARRANTY AS TO AUTHORITY**

Oncor and the Town each warrant that the person executing this Agreement on their behalf has the authority to bind the entity for whom such person signs this Agreement.

**5. MISCELLANEOUS PROVISIONS**

A. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

B. The parties acknowledge that they have read this Agreement in its entirety, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance.

C. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except in an instrument in writing signed by each party.

D. This Agreement shall be construed in accordance with the laws of the State of Texas.

E. This Agreement, and any amendment hereto, may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement. The parties expressly agree that any counterparts signed and delivered by electronic copy or facsimile shall be deemed original document and shall legally bind the parties to the same extent as originals.

**IN WITNESS THEREOF**, each party, by its duly authorized representative, has executed this Agreement as of the applicable date set forth below, and by such execution, giving the Agreement full force and effect as of the Effective Date.

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

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

Its: Vice President

**STATE OF TEXAS §**

**COUNTY OF DALLAS §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, of Oncor Electric Delivery Company LLC, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

THE TOWN OF \_\_\_\_\_, TEXAS

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

Its: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2015, by \_\_\_\_\_, on behalf of the Town of \_\_\_\_\_, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

# ATTACHMENT A

## TOWN OF ADDISON STREET LIGHTING BILLING TABLE AS OF NOVEMBER 10, 2015

<b>Account</b>	<b>Description</b>		<b>Count</b>	<b>Last Run</b>	<b>Wattage</b>	<b>Type</b>	<b>Schedule</b>
6000145	ADDISON, TOWN OF	(100,HP,A)	253	11/10/2015	100	HP	A
4400337	ADDISON, TOWN OF	(100,HP,B)	42	11/10/2015	100	HP	B
4400399	ADDISON, TOWN OF	(150,HP,A)	3	11/10/2015	150	HP	A
4400368	ADDISON, TOWN OF	(150,IN,I)	0	11/10/2015	150	IN	I
8841146	ADDISON, TOWN OF	(150,MH,A)	4	11/10/2015	150	MH	A
4400430	ADDISON, TOWN OF	(175,MH,A)	44	11/10/2015	175	MH	A
4400492	ADDISON, TOWN OF	(175,MV,A)	28	11/10/2015	175	MV	A
8291702	ADDISON, TOWN OF	(200,HP,A)	15	11/10/2015	200	HP	A
4400585	ADDISON, TOWN OF	(250,HP,A)	300	11/10/2015	250	HP	A
4400616	ADDISON, TOWN OF	(250,HP,B)	121	11/10/2015	250	HP	B
4400678	ADDISON, TOWN OF	(400,HP,A)	20	11/10/2015	400	HP	A
4400647	ADDISON, TOWN OF	(400,MV,A)	9	11/03/2015	400	MV	A



## Town of Addison - Oncor Streetlight Audit Summary 2015

Inventory Counts				
Pre-Survey Light Total	Lights Surveyed	Lights Correct	Total Errors	Post-Survey Light Total
850	850	808	42	839
(10/13/15)	100.00%	95.06%	4.94%	(11/10/15)

Audit Findings				
Record Errors	Wattage	Removes	New Adds to Existing Premises	New Adds, Not in Billing System
42	21	19	2	5
100.00%	50.00%	45.24%	4.76%	

Settlement Calculations						
Adds - Lights in Field		Removes - Light not in Field		Net	Unit Settlement	Extended Amount
1	100-HP,A	1	100-HP,A	0	\$1,226.30	\$0.00
6	250-HP,A	17	250-HP,A	11	\$1,485.73	\$16,343.03
0	400-HP,A	1	400-HP,A	1	\$2,224.97	\$2,224.97
<b>7</b>		<b>19</b>		<b>12</b>		<b>\$18,568.00</b>

Wattage Correction Changes	\$195.49
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<b>Total Settlement to be Paid</b>	<b>\$18,763.49</b>
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Town of Addison

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
<b>Lights Added to Existing Premises</b>									
1	3966058-3657586	0	No Light	ADD A^Add	1	100 HP	11/3/2015 11:23:24	Added 100HP	
2	3970424-3673194	0	No Light	ADD A^Add	1	250 HP	11/3/2015 10:58:53	Added 250HP	
		0			2				

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
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<b>Lights Removed</b>									
1	3964780-3660694	1	100 HP	ADD A^Remove	0	No Light	11/3/2015 10:47:04	Removed 100HP	
2	3974403-3662696	2	250 HP	ADD A^Remove	1	250 HP	11/3/2015 12:33:49	Removed 1-250HP	
3	3967980-3666778	2	250 HP	ADD A^Remove	1	250 HP	11/3/2015 11:09:57	Removed 1-250HP	
4	3968213-3657674	2	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:55:39	Removed 2-250HP	
5	3962974-3661493	2	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:49:51	Removed 2-250HP	
6	3967070-3668175	2	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:48:58	Removed 2-250HP	
7	3974401-3662525	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 12:35:50	Removed 250HP	
8	3968163-3657748	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:58:02	Removed 250HP	
9	3967794-3657665	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:56:49	Removed 250HP	
10	3967993-3657670	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:56:13	Removed 250HP	
11	3968078-3657671	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:57:37	Removed 250HP	
12	3973032-3660330	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:53:21	Removed 250HP	
13	3972525-3664669	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:52:27	Removed 250HP	
14	3970808-3664444	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:48:12	Removed 250HP	
15	3970431-3672874	1	250 HP	ADD A^Remove	0	No Light	11/3/2015 10:47:39	Removed 250HP	
16	3964171-3658423	1	400 HP	ADD A^Remove	0	No Light	11/3/2015 10:50:21	Removed 400MV	
		21			2				18568.00

Oncor Audit Results - Inventory Corrections

2015

Line #	GLN	Qty	Original Light Type	Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
<b>Wattage Change</b>									
1	3976751-3660421	1	100 HP	ADD	1	175 MV	11/3/2015 12:46:06	Changed 100HP to 175MV	(\$194.20)
2	3976439-3662302	1	100 HP	ADD	1	175 MV	11/3/2015 12:41:42	Changed 100HP to 175MV	(\$194.20)
3	3963038-3658658	1	100 HP	ADD	1	250 HP	11/3/2015 11:16:03	Changed 100HP to 250HP	(\$484.15)
4	3970529-3672068	1	100 HP	ADD	1	250 HP	11/3/2015 10:59:56	Changed 100HP to 250HP	(\$484.15)
5	3966457-3660721	1	150 HP	ADD	1	175 MV	11/3/2015 11:01:28	Changed 150HP to 175MV	\$61.50
6	3963602-3658411	1	175 MV	ADD	1	100 HP	11/3/2015 11:14:36	Changed 175MV to 100HP	\$200.20
7	3976353-3661661	1	175 MV	ADD	1	100 HP	11/3/2015 12:37:10	Changed 175MV to 100HP	\$200.20
8	3976307-3662379	1	175 MV	ADD	1	100 HP	11/3/2015 12:38:07	Changed 175MV to 100HP	\$200.20
9	3970923-3664228	1	200 HP	ADD	1	250 HP	11/3/2015 11:18:32	Changed 200HP to 250HP	(\$136.94)
10	3969578-3662421	1	200 HP	ADD	1	400 MV	11/3/2015 11:11:17	Changed 200HP to 400MV	(\$482.55)
11	3970718-3672082	2	100 HP	ADD	2	250 HP	11/3/2015 11:03:40	Changed 100HP to 250HP	(\$968.30)
12	3970908-3672076	2	100 HP	ADD	2	250 HP	11/3/2015 11:04:54	Changed 100HP to 250HP	(\$968.30)
13	3970487-3674441	1	250 HP	ADD	1	100 HP	11/3/2015 11:07:51	Changed 250HP to 100HP	\$500.71
14	3976873-3660324	1	400 MV	ADD	1	150 HP	11/3/2015 12:45:15	Changed 400MV to 150HP	\$595.90
15	3969579-3662631	1	400 MV	ADD	1	200 HP	11/3/2015 11:12:09	Changed 400MV to 200HP	\$498.17
16	3969575-3662760	1	400 MV	ADD	1	200 HP	11/3/2015 11:12:59	Changed 400MV to 200HP	\$498.17
17	3970863-3664169	1	400 MV	ADD	1	200 HP	11/3/2015 11:08:38	Changed 400MV to 200HP	\$498.17
18	3969041-3671136	1	400 MV	ADD	1	200 HP	11/3/2015 11:02:13	Changed 400MV to 200HP	\$498.17
19	3963723-3657494	1	400 MV	ADD	1	250 HP	11/3/2015 11:13:48	Changed 400MV to 250HP	\$356.89
		<b>21</b>			<b>21</b>				<b>\$195.49</b>

Oncor Audit Results - New Adds

2015

Line #	Lat	Log	Location	Qty	Owner	Light Type	Description	Audit Time Stamp
<b>New Lights Added, Not in Billing System</b>								
1	32.9469763321824	-96.8269361764942	14800 Landmark Blvd, Dallas, TX 75254, USA	1	Oncor	250-HP	STEEL POLE. SINGLE SHOEBX STREETLIGHT FIXTURE. UG FEED. ES OF LANDMARK BLVD 2S OF LANDMARK BLVD E.	10/23/2015 10:50:13
2	32.9473510427533	-96.8272095064634	14800 Landmark Blvd, Dallas, TX 75254, USA	1	Oncor	250-HP	STEEL POLE. SINGLE SHOEBX STREETLIGHT FIXTURE. UG FEED. ES OF LANDMARK BLVD 1S OF LANDMARK BLVD E.	10/23/2015 10:52:31
3	32.9397071710621	-96.8391073388557	13995 Midway Rd, Farmers Branch, TX 75244, USA	1	Oncor	250-HP	WOOD POLE. COBRA STREETLIGHT FIXTURE. OH FEED. TRANSFORMER POLE. SW CNR OF MIDWAY RD	10/23/2015 12:25:11
4	32.9591266070317	-96.8260753151344	15502 Quorum Dr, Addison, TX 75001, USA	2	Oncor	250-HP	STEEL POLE. TWO SHOEBX STREETLIGHT FIXTURES. UG FEED. CENTER NORTH MEDIAN OF QUORUM DR AT ARAPAHO RD.	10/23/2015 10:14:10
				5				