

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.1.1 Delivery System Charges**  
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Interest Savings Refund Factor (ISRF)

Billing Month (Effective Date)	Residential Service	Secondary Service		Primary Service			Transmission Service	Lighting Service
	(\$/kWh)	<u>≤ 10 kW</u> (\$/kWh)	<u>&gt;10 kW</u> (\$/Billing kW)	<u>≤ 10 kW</u> (\$/kWh)	<u>&gt;10 kW</u> <u>Distribution</u> <u>Line</u> (\$/Billing kW)	<u>Substation</u> (\$/Billing kW)	(\$/Billing kW)	(\$/kWh)
May 25, 2022	0.000153	0.000135	0.018403	0.000026	0.005922	0.001435	0.000260	0.000261
Nov 23, 2021	0.000429	0.000398	0.070791	0.000393	0.030231	0.005785	0.001146	0.000662
May 25, 2021	0.000272	0.000349	0.060778	0.000180	0.024478	0.004363	0.001026	0.000954
Nov 23, 2020	0.000295	0.000318	0.052161	0.000225	0.024663	0.006162	0.000974	0.000678
May 26, 2020	0.000202	0.000237	0.040874	0.000102	0.015895	0.004238	0.000881	0.000523
Nov 25, 2019	0.000151	0.000151	0.025335	0.000088	0.011524	0.002690	0.000524	0.000321
May 24, 2019	0.000066	0.000080	0.013288	0.000041	0.007158	0.001935	0.000334	0.000169

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## **6.1.2 Discretionary Service Charges (Premises With a Standard Meter)**

This section of this Tariff lists the Discretionary Service Charges for Premises with a Standard Meter. A Standard Meter permits Company to perform many Discretionary Services without dispatching personnel to Retail Customer's Premises.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with a Standard Meter, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting performance of the Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next AMS Operational Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

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## 6.1.2.1 Uniform Discretionary Service Charges

Charge No.	Name and Description	Amount
<b>Connection Charges</b>		
(1)	<p><b>Move-In (Existing Standard Meter)</b></p> <p>This service initiates Delivery to Retail Customer's Point of Delivery. It is available only at Premises with an existing Standard Meter. It is not available if inspections, permits, or construction is required and not completed.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.</p>	\$ 0.50
(2)	<p><b>Move-In (New Standard Meter)</b></p> <p>This service initiates Delivery to Retail Customer's Point of Delivery upon the installation of a new Standard Meter at the Premises. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of the new Standard Meter appear in Section 6.1.2.2, CONSTRUCTION SERVICE CHARGES.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by the Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received. If the order is received at least two Business Days prior to the requested date but the requested date is not a Business Day, Company shall complete performance of the service by the first Business Day following the requested date.</p>	\$ 24.35

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<b>Disconnection Charges (Standard Meter)</b>		
(3)	<p><b>Move-Out</b></p> <p>This service discontinues Delivery to Retail Customer's Point of Delivery.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received by 7:00 PM CPT on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.</p>	Charge included in the Move-In charge.
(4)	<p><b>Clearance Request</b></p> <p>This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit an order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior to the requested clearance date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice</p>	<p>As Calculated As Calculated As Calculated</p>
<b>Disconnection/Reconnection for Non-Payment Charges (Standard Meter)</b>		
(5)	<p><b>Disconnection for Non-Payment (DNP)</b></p> <p>This service discontinues Delivery to Retail Customer's Point of Delivery due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p> <p>Company shall not discontinue Delivery to Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of P.U.C. SUBST. R. 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to a Retail Customer's Point of Delivery between the hours of 5:00 PM and 7:00 AM CPT due to non-</p>	

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	<p>payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.</p> <p><b>Disconnection at Meter</b> Subject to the restrictions in this Tariff, Competitive Retailer may submit an order requesting Company to disconnect service to a Retail Customer's Point of Delivery due to non-payment on either: (1) the date the order is received; or (2) a specified future date.</p> <p>Company shall complete performance of a same-day service order within two hours of Company's receipt of the order, provided Company receives the order by 3:00 PM CPT on a Business Day. If Company receives an order for same-day service after 3:00 PM CPT on a Business Day, or on a day that is not a Business Day, it shall complete performance of the service by 9:00 AM CPT on the next Business Day.</p> <p>Company shall complete performance of a future-dated service disconnection order by 9:00 AM CPT on the requested date, provided: (1) Company receives the order by 11:59:59 PM CPT on the day preceding the requested date; and (2) the requested date is a Business Day. If Company receives an order for future-dated service in which the requested date is not a Business Day, Company shall complete performance of the service by 9:00 AM CPT on the first Business Day following the requested date.</p> <p><b>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</b> Company shall complete performance of the order within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days before the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.</p>	<p>\$ 0.25</p> <p>\$ 61.35</p>	<p>IR</p> <p>II</p>
(6)	<p><b>Reconnection After Disconnection for Non-Payment of Charges (DNP)</b></p> <p>This service restarts Delivery to Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.</p> <p>For Premises where Competitive Retailer provides prepaid service to Retail Customer pursuant to P.U.C. SUBST. R. 25.498, Company shall complete performance of the service within one hour of Company's receipt of order.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery after Company-initiated disconnection for non-payment.</p> <p><b>Reconnection at Meter</b> Company shall complete performance of the service within two hours of Company's receipt of order.</p>	<p>\$ 0.35</p>	<p>II</p>

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<b>Advanced Meter with Communications Disabled One-Time Fee</b>		
	ix. Self-Contained – Single Phase	\$287.35
	x. Self-Contained – Three Phase	\$384.85
	xi. Instrument-Rated – Single Phase	\$427.20
	xii. Instrument-Rated – Three Phase	\$689.50
<b>Service Call Charge (Standard Meter)</b>		
(12)	<p>This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company's equipment.</p> <p>Business Day (8:00 AM -5:00 PM CPT) \$ 18.25 Business Day (Other Hours) \$ 34.50 Weekend \$197.05 Holiday \$245.40</p>	
<b>Tampering and Related Charges (Standard Meter)</b>		
(13)	<p><b>Tampering</b></p> <p>This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises.</p> <p>Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and associated equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
(14)	<p><b>Broken Outer Meter Seal</b></p> <p>This service replaces a broken outer Meter seal.</p>	\$ 27.70
<b>Denial of Access Charges (Standard Meter)</b>		
(15)	<p><b>Inaccessible Meter</b></p> <p>This service applies when Company personnel is unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer as a result of continued denial of access to the Meter as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$ 132.50
(16)	<p><b>Denial of Access to Company's Delivery System</b></p> <p>This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.</p>	As Calculated



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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.	\$ 116.85
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> )	\$ 36.50 \$ 65.65
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 or for projects where the load is not of a permanent nature or is capable of being relocated to another location or served from an alternate service (including but not limited to load serving cryptocurrency mining operations and other transient load). 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.	\$ 86.10 \$ 291.45 \$1,288.90 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 to the Company 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 serve the Retail Customer's load 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 Meter, at one of Company's available standard voltages used to serve Retail Customers. 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. The projected additional cost of non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow a municipality to make 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.

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

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. Retail Customer is responsible for maintaining a clear space around the Service Drop on the Retail Customer's Premises, including but not limited to trimming vegetation.

**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 Tariff, 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 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.

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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 serve the Retail Customer's load 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 of the CIAC Amount is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC Amount 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 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 pro-rata share of costs of facilities necessary to meet future load growth anticipated to develop within five (5) years (or ten (10) years, at the Company's sole discretion, if in conjunction with a singly owned multi-phase development), 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.										
<table><tr><th>Rate Class</th><th>Standard Allowance Factor</th></tr><tr><td>Secondary Service Greater Than 10 kW</td><td>\$213/kW</td></tr><tr><td>Primary Service Greater Than 10 kW – Distribution Line</td><td>\$113/kW</td></tr><tr><td>Primary Service Greater Than 10 kW – Substation</td><td>\$ 3/kW</td></tr><tr><td>Transmission Service*</td><td>\$ 3/kW</td></tr></table>		Rate Class	Standard Allowance Factor	Secondary Service Greater Than 10 kW	\$213/kW	Primary Service Greater Than 10 kW – Distribution Line	\$113/kW	Primary Service Greater Than 10 kW – Substation	\$ 3/kW	Transmission Service*	\$ 3/kW
Rate Class	Standard Allowance Factor										
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Primary Service Greater Than 10 kW – Substation	\$ 3/kW										
Transmission Service*	\$ 3/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 for permanent loads. Maximum kW for temporary loads is zero										

**6.1.2.2.6.2 Extensions to Multi-Family Dwellings**

Standard Allowance when serving Multi-Family Dwellings will be based on the Maximum kW Demand of all units and supporting facilities (common areas, office area, etc.) as determined in 6.1.2.2.6.1.

**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.

**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.

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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.

**6.1.2.2.8 Temporary Delivery System Facilities**

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities (or facilities for temporary load) 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.

**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 or 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.

Relocation of Company Facilities made at the request of the Retail Customer shall not commence until provisions established in Section 6.1.2.2.1.4 – Space Requirements have been met for the property on which such relocation is to be made

If Retail Customer moves its load to a different Point of Delivery (or ESI ID) and causes Company facilities to become idled, Retail Customer shall reimburse the Company for the cost of removal of the idled facilities.

If Retail Customer removes its load resulting in Company facilities becoming stranded, not used and useful, or in any way unrecoverable, Retail Customer shall reimburse the Company a sum equal to the estimated present worth of the unamortized original cost (or book) value (if any) for all remaining facilities plus removal costs for all remaining facilities

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## 6.1.2.3 Company-Specific Discretionary Service 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.	\$ 21.25
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	  \$ 1.05 \$ 1.30
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	  \$233.75 \$ 32.20 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	\$182.80
DD13	<b>NOT APPLICABLE</b>	
DD14	<b>NOT APPLICABLE</b>	
DD15	<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.  A. Disconnection B. Reconnection	  \$ 51.10 \$ 68.15
DD16	<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.	\$ 20.10
DD17	<b>NOT APPLICABLE</b>	
DD18	<b>NOT APPLICABLE</b>	

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Charge No.	Name and Description	Amount
DD19	<b>Electrical Pulse Equipment Installation/Replacement Charge</b> Applicable to requests for the installation/replacement of electrical pulse device equipment.  A. Installation Charge B. Replacement Charges <ul style="list-style-type: none"> <li>1. Isolation relay</li> <li>2. Pulse initiator</li> <li>3. Isolation relay &amp; pulse initiator</li> <li>4. Enclosure box</li> </ul>	\$548.75  \$319.45 \$164.65 \$375.45 \$173.50
DD20	<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. This charge is applied monthly.	\$ 10.75
DD21	<b>Customer Premise Information Research Service Charge</b> Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	<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.	As Calculated
DD23	<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.	\$ 114.25
DD24	<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.	\$ 36.15
DD25	<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.  A. Base Charge B. Base Charge Adder C. Facilities Recovery Charge	\$650.80 \$200.20 As Calculated
DD26	<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.	As Calculated
DD27	<b>Street Light Painting Service Charge</b> Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	<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.	As Calculated
DD29	<b>Street Light Patrolling Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates for Company to provide additional street light patrolling within a specific geographic area.	As Calculated
DD30	<b>Street Light Numbering Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates for Company to number Company-owned lighting facilities.	As Calculated
DD31	<b>Street Light Circuit Bulb and Photocell Replacement Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates for bulb and photocell replacement of an entire Company-owned street light circuit on a predetermined schedule.	As Calculated
DD32	<b>NOT APPLICABLE</b>	



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Charge No.	Name and Description	Amount
DD33	NOT APPLICABLE	
DD34	<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.	As Calculated
DD35	<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	As Calculated

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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> <table border="0"> <tr><td>1. Pre-certified, not on network</td><td style="text-align: right;">\$ 0 00</td></tr> <tr><td>2. Not pre-certified, not on network</td><td style="text-align: right;">\$ 144.15</td></tr> <tr><td>3. Pre-certified, on network</td><td style="text-align: right;">\$ 144 15 *</td></tr> <tr><td>4. Not pre-certified on network</td><td style="text-align: right;">\$ 144.15</td></tr> </table> <p>B 10+ to 500 kW</p> <table border="0"> <tr><td>1. 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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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### **6.1.3 Discretionary Service Charges (Premises with a Non-Standard Meter Other Than an AMS-M Meter, and Premises With Unmetered Service)**

This Section of this Tariff lists the Discretionary Service Charges for Premises with a Non-Standard Meter (including Premises with an IDR Meter, but excluding Premises with an AMS-M Meter) and Premises with Unmetered Service. Discretionary Service Charges for Premises with AMS-M Meters are found in Section 6.1.4. A Non-Standard Meter requires Company to dispatch personnel to Retail Customer's Premises to perform a Discretionary Service.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with a Non-Standard Meter or Premises with Unmetered Service, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting performance of the Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

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### 6.1.3.1 Uniform Discretionary Service Charges

Charge No.	Name and Description	Amount
<b>Connection Charges</b>		
(1)	<p><b>Move-In (Non-Standard Meter)</b></p> <p>This charge is for service to initiate Delivery to Retail Customer's Point of Delivery. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of a new Non-Standard Meter appear in Section 6.1.3.2, CONSTRUCTION SERVICE CHARGES.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p> <p><u>Self-Contained Meter</u></p> <p>New \$ 24.35</p> <p>Existing \$ 0.50</p> <p><u>Current Transformer (CT)/Other Meter</u></p> <p>New \$ 129.45</p> <p>Existing \$ 129.45</p>	
(2)	<p><b>Priority Move-In (Non-Standard Meter)</b></p> <p>This charge is for service to initiate Delivery to Retail Customer's Point of Delivery when an order includes the TX SET transaction for priority move-in service. It is available only at Premises with an existing Non-Standard Meter.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; and (2) Company receives the order by 5:00 PM CPT on a Business Day.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Self-Contained Meter \$ 1.60</p> <p>Current Transformer (CT)/Other Meter \$ 156.70</p>	

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Charge No.	Name and Description	Amount
<b>Disconnection Charges (Non-Standard Meter)</b>		
(3)	<p><b>Move-Out</b></p> <p>This service discontinues Delivery at Retail Customer's Point of Delivery.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p>	Charge included in Standard Move-In charge.
(4)	<p><b>Clearance Request</b></p> <p>This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior the requested clearance date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice</p>	<p>As Calculated</p> <p>As Calculated</p> <p>As Calculated</p>
<b>Disconnection / Reconnection for Non-Payment of Charges (Non-Standard Meter)</b>		
(5)	<p><b>Disconnection for Non-Payment (DNP)</b></p> <p>This service discontinues Delivery to Retail Customer's Point of Delivery due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.</p> <p>Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract,</p>	

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	<p>this Tariff, or other Applicable Legal Authorities.</p> <p>Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of P.U.C. SUBST. R. 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day, (2) Company receives the order by 5:00 PM CPT on a Business Day, and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.</p> <p><b>Disconnection at Meter</b></p> <p><b>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</b></p>	<p>\$ 20.10</p> <p>\$ 61.35</p>
(6)	<p><b>Reconnection After Disconnection for Non-Payment of Charges (DNP)</b></p> <p>This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.</p> <p>Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day.</p> <p>If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day.</p> <p>Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day.</p> <p>Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being</p>	

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Charge No.	Name and Description	Amount
	<p>performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment.</p> <p><u>Reconnection at Meter</u></p> <p>i. Standard Reconnect \$ 24.10</p> <p>ii. Same Day Reconnect \$ 36.85</p> <p>iii. Weekend \$ 98.30</p> <p>iv. Holiday \$127.10</p> <p><u>Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)</u></p> <p>i. Standard Reconnect \$ 68.15</p> <p>ii. Same Day Reconnect \$106.95</p> <p>iii. Weekend \$158.50</p> <p>iv. Holiday \$193.95</p>	<p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p>
<b>Meter Testing Charge (Non-Standard Meter)</b>		
(7)	<p>This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.</p> <p><u>Self-Contained Meter (Company-Owned)</u></p> <p>a. First Meter test in last four years \$ 0.00</p> <p>b. Meter found outside of relevant accuracy standards \$ 0.00</p> <p>c. Single Phase \$ 39.20</p> <p>d. Three Phase \$ 97.00</p> <p><u>Current Transformer (CT)/Other Meter (Company-Owned)</u></p> <p>a. First Meter test in last four years \$ 0.00</p> <p>b. Meter found outside relevant accuracy standards \$ 0.00</p> <p>c. Single Phase \$109.45</p> <p>d. Three Phase \$145.90</p> <p><u>Competitive Meter</u> \$145.90</p>	<p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p> <p>IT</p>
<b>Meter Reading Charges (Non-Standard Meter)</b>		
(8)	<p><b>Re-Read to Verify Accuracy of Meter Reading</b></p> <p>This service verifies the accuracy of Company's Meter Reading of Retail Customer's Non-Standard Meter. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service within five Business Days of Company's receipt of the order.</p> <p>Inaccurate Meter Reading \$ 0.00</p> <p>Accurate Meter Reading \$ 20.10</p>	<p>IT</p>

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(9)	<p><b>Meter Reading for the Purpose of a Standard Switch</b></p> <p>This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch within four Business Days of the First Available Switch Date (FASD) received from the Registration Agent. The FASD is day zero unless otherwise specified by the Registration Agent.</p> <p>If a Meter Reading occurs within four Business Days beginning with the FASD, Company shall complete performance of the service using the Meter Reading.</p> <p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p>	\$ 0.00
(10)	<p><b>Meter Reading for the Purpose of a Self-Selected Switch</b></p> <p>This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service no later than two Business Days after the date the order is received.</p> <p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p>	\$ 20.10
(11)	<p><b>Meter Reading for the Purpose of a Switch Due to Denial of Access by Retail Customer</b></p> <p>This service completes a Meter Reading for the purpose of switching Retail Customer's account to a different Competitive Retailer when Company is unable to access Meter and perform an Actual Meter Reading.</p>	\$ 20.10
(12)	<p><b>Estimated Meter Reading for the Purpose of a Mass Transition</b></p> <p>The service provides an Estimated Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to P.U.C. SUBST. R. 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.</p>	\$ 0.00

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<b>Non-Standard Metering Service Recurring Fee</b>		
(13)	<p><b>Non-Standard Metering Service Recurring Fee</b></p> <p>Applicable to a Retail Customer receiving Non-Standard Metering Service pursuant to P.U.C. SUBST. R. 25.133.</p> <p>i. kWh Only Metering</p> <p>ii. kWh and Demand Metering</p>	<p>\$ 20.10</p> <p>\$ 24.40</p>
<b>Service Call Charge (Non-Standard Meter)</b>		
(14)	<p>This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment.</p> <p>Business Day (8:00 AM--5:00 PM CPT)</p> <p>Business Day (Other Hours)</p> <p>Weekend</p> <p>Holiday</p>	<p>\$ 18.25</p> <p>\$ 34.50</p> <p>\$197.05</p> <p>\$245.50</p>
<b>Outdoor Lighting Charges (Non-Standard Meter)</b>		
(15)	<p><b>Security Lighting Repair</b></p> <p>This service repairs existing Company-owned security lights on Retail Customer's Premises. Company shall perform repairs necessitated by standard lamp and glass replacements at no charge. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of this service expeditiously after Company's receipt of the order in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES. Company shall complete repairs limited to standard lamp and glass replacements no later than 7 calendar days and no later than 15 calendar days for all other repairs.</p>	As Calculated
(16)	<p><b>Security Light Removal</b></p> <p>This service removes Company-owned security lights on 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. Retail Customer may directly submit order to Company to obtain the service.</p> <p>Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned security lights and complete performance of the service prior to the requested date upon mutual agreement between the Company and the requesting party.</p> <p>Company shall not assess a charge for the removal of Company-owned security lights initiated by Company.</p>	As Calculated

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(17)	<p><b>Street Light Removal</b></p> <p>This service removes 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. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.</p>	As Calculated
<b>Tampering and Related Charges (Non-Standard Meter)</b>		
(18)	<p><b>Tampering</b></p> <p>This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises.</p> <p>Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
(19)	<p><b>Broken Outer Meter Seal</b></p> <p>This service replaces a broken outer Meter seal.</p>	\$ 27.70
<b>Denial of Access Charges (Non-Standard Meter)</b>		
(20)	<p><b>Inaccessible Meter</b></p> <p>This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$ 132.50
(21)	<p><b>Denial of Access to Company's Delivery System</b></p> <p>This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.</p>	As Calculated

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## 6.1.3.2 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 6.1.3.2 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	 \$ 116.85 \$ 204.35 \$ 240.85
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> )	 \$ 36.50 \$ 65.65
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 6.1.3.2 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 6.1.3.2 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 or for projects where the load is not of a permanent nature or is capable of being relocated to another location or served from an alternate service (including but not limited to load serving cryptocurrency mining operations and other transient load). 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.	 \$ 86.10 \$ 291.45 \$1,288.90 As Calculated

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**6.1.3.2.1 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 to the Company 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 serve the Retail Customer's load 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 6.1.3.2 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.

**6.1.3.2.1.1 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 Meter, at one of Company's available standard voltages used to serve Retail Customers. 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.

**6.1.3.2.1.2 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 6.1.3.2.7, NON-STANDARD FACILITY EXTENSIONS. The projected additional cost of non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow a municipality to make 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.

**6.1.3.2.1.3 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.

**6.1.3.2.1.4 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.

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

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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**6.1.3.2.2 Overhead Delivery Service**

**6.1.3.2.2.1 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. Retail Customer is responsible for maintaining a clear space around the Service Drop on the Retail Customer's Premises, including but not limited to trimming vegetation.

**6.1.3.2.2.2 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.

**6.1.3.2.2.3 Connections at Point of Delivery**

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

**6.1.3.2.3 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 Tariff, as applicable.

**6.1.3.2.3.1 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.

**6.1.3.2.3.2 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.

**6.1.3.2.3.3 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 pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by

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Retail Customer to allow replacement of transformers and other devices.

**6.1.3.2.3.4 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

**6.1.3.2.4 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.

**6.1.3.2.5 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 serve the Retail Customer's load 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.

**6.1.3.2.5.1 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

**6.1.3.2.5.2 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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**6.1.3.2.6 Standard Facility Extension: All Other Extensions**

**6.1.3.2.6.1 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 of the CIAC Amount is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC Amount 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 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 pro-rata share of the costs of facilities necessary to meet future load growth anticipated to develop within five (5) years (or ten (10) years, at the Company's sole discretion, if in conjunction with a singly owned multi-phase development), 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	\$213/kW
Primary Service Greater Than 10 kW – Distribution Line	\$113/kW
Primary Service Greater Than 10 kW - Substation	\$ 3/kW
Transmission Service*	\$ 3/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 for permanent loads. Maximum kW for temporary loads is zero..

**6.1.3.2.6.2 Extensions to Multi-Family Dwellings**

Standard Allowance when serving Multi-Family Dwellings will be based on the Maximum kW Demand of all units and supporting facilities (common areas, office area, etc.) as determined in 6.1.3.2.6.1.

**6.1.3.2.6.3 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.

**6.1.3.2.6.4 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.

**6.1.3.2.7 Non-Standard Facility Delivery System Extensions**

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.3.2.1.2 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.

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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.

**6.1.3.2.8 Temporary Delivery System Facilities**

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities (or facilities for temporary load) 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.

**6.1.3.2.9 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 or 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 6.1.3.2.5 or 6.1.3.2.6, 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.

Relocation of Company Facilities made at the request of the Retail Customer shall not commence until provisions established in Section 6.1.3.2.1.4 – Space Requirements have been met for the property on which such relocation is to be made.

If Retail Customer moves its load to a different Point of Delivery (or ESI ID) and causes Company facilities to become idled, Retail Customer shall reimburse the Company for the cost of removal of the idled facilities.

If Retail Customer removes its load resulting in Company facilities becoming stranded, not used and useful, or in any way unrecoverable, Retail Customer shall reimburse the Company a sum equal to the estimated present worth of the unamortized original cost (or book) value (if any) for all remaining facilities plus removal costs for all remaining facilities.



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## 6.1.3.3 Company-Specific Discretionary Service 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	   \$ 21.25 \$ 257.95
DD10	<b>Out-of-Cycle Meter Reading Charge</b> Applicable to requests to read Retail Customer's Meter outside Normal Business Hours  <u>IDR Metering</u> A. Outside Regular Hours - Non-Holiday B. Outside Regular Hours - Holiday  <u>Other Non-Standard Metering</u> C. Outside Regular Hours - Non-Holiday D. Outside Regular Hours - Holiday	   \$ 98.30 \$ 127.10  \$ 98.30 \$ 127.10
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	   \$ 233.75 \$ 32.20 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	   \$ 182.80 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	   \$ 68.15 \$ 11.60 \$ 51.10 \$ 11.60

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DD14	<b>NOT APPLCABLE</b>	
DD15	<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.  A. Disconnection B. Reconnection	\$ 51.10 \$ 68.15
DD16	<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.	\$ 20.10
DD17	<b>Meter Non-Standard Programming Service Fee</b> Applicable to requests to install non-standard meter programs on Meter  A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	\$ 28.05 \$ 72.95
DD18	<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	\$139.85
DD19	<b>Electrical Pulse Equipment Installation/Replacement Charge</b> Applicable to requests for the installation/replacement of electrical pulse device equipment.  A. Installation Charge B. Replacement Charges <ol style="list-style-type: none"> <li>1. Isolation relay</li> <li>2. Pulse initiator</li> <li>3. Isolation relay &amp; pulse initiator</li> <li>4. Enclosure box</li> </ol>	\$548.75 \$319.45 \$164.65 \$375.45 \$173.50
DD20	<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. This charge is applied monthly.	\$ 10.75
DD21	<b>Customer Premise Information Research Service Charge</b> Applicable to requests for or identification of, previously provided data related to Retail Customer	As Calculated
DD22	<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	As Calculated
DD23	<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	\$ 114.25
DD24	<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.	\$ 36.15

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DD25	<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.  Self Contained A. Base Charge B. Base Charge Adder  Instrument Rated C. Base Charge D. Base Charge Adder  E. Facilities Recovery Charge	\$650.80 \$200.20  \$1,003.20 \$454.70  As Calculated
DD26	<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.	As Calculated
DD27	<b>Street Light Painting Service Charge</b> Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	<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	As Calculated
DD29	<b>Street Light Patrolling Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates to provide additional street light patrolling within a specific geographic area	As Calculated
DD30	<b>Street Light Numbering Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates to number Company-owned lighting facilities.	As Calculated
DD31	<b>Street Light Circuit Bulb and Photocell Replacement Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates for bulb and photocell replacement of an entire Company-owned street light circuit on a predetermined schedule.	As Calculated
DD32	<b>NOT APPLICABLE</b>	
DD33	<b>NOT APPLICABLE</b>	
DD34	<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.	As Calculated
DD35	<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.	As Calculated

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### **6.1.4 Discretionary Service Charges (Premises With an AMS-M Meter)**

This section of this Tariff lists the Discretionary Service Charges for Premises with an AMS-M Meter. An AMS-M Meter permits Company to perform some Discretionary Services without dispatching personnel to Retail Customer's Premises but lacks remote connection/disconnection functionality.

Competitive Retailer shall submit an order on behalf of Retail Customer to perform the Discretionary Service at Premises with an AMS-M Meter, unless this Tariff permits Retail Customer to directly request Company to perform the Discretionary Service or allows Company to initiate performance of the Discretionary Service. Competitive Retailer shall include the appropriate TX SET transaction in an order submitted to Company requesting a Discretionary Service.

Company shall complete performance of the Discretionary Service according to the applicable timeline in this Section. If Company is unable to complete performance of the Discretionary Service in compliance with the applicable timeline for any reason, including, but not limited to, an inability to successfully communicate with the Meter, it shall complete performance of the service in a timely manner. The term "timely" requires Company to complete performance of the service on the same day specified in the applicable timeline if weather, time of day, location of Premises, and other relevant factors permit. Otherwise, Company shall prioritize the completion of the service on the next Business Day.

Company shall bill the appropriate Discretionary Service Charge to Competitive Retailer upon completion of the service, unless Company initiates performance of the Discretionary Service and bills the Retail Customer directly. Company shall not apply any additional charges for its performance of the Discretionary Service, such as processing fees and copying fees. Charges designated "As Calculated" in this Section apply to Discretionary Services for which the costs of performing such services vary, depending upon the circumstances of the service order and the requirements necessary to complete service performance. Company shall use the appropriate TX SET transaction for the Discretionary Service in an invoice submitted to Competitive Retailer.

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## 6.1.4.1 Uniform Discretionary Service Charges

Charge No.	Name and Description	Amount	
<b>Connection Charge</b>			
(1)	<p><b>Move-In (AMS-M Meter)</b></p> <p>This charge is for service to initiate Delivery to Retail Customer's Point of Delivery. It is not available if inspections, permits, or construction (other than installation of the Meter) is required and not completed. Construction Service Charges relating to the cost and installation of a new AMS-M Meter appear in Section 6.1.4.2, CONSTRUCTION SERVICE CHARGES</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day, (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p> <p><u>Self-Contained Meter</u></p> <p style="padding-left: 20px;">New \$ 24.35</p> <p style="padding-left: 20px;">Existing \$ 0.50</p> <p><u>Current Transformer (CT)/Other Meter</u></p> <p style="padding-left: 20px;">New \$ 129.45</p> <p style="padding-left: 20px;">Existing \$ 129.45</p>		IR
(2)	<p><b>Priority Move-In (AMS-M Meter)</b></p> <p>This charge is for service to initiate Delivery to Retail Customer's Point of Delivery when an order includes the TX SET transaction for priority move-in service. It is available only at Premises with an existing AMS-M Meter.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; and (2) Company receives the order by 5:00 PM CPT on a Business Day.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Self-Contained Meter \$ 1.60</p> <p>Current Transformer (CT)/Other Meter \$ 156.70</p>		IR

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<b>Disconnection Charges (AMS-M Meter)</b>		
(3)	<p><b>Move-Out</b></p> <p>This service discontinues Delivery at Retail Customer's Point of Delivery.</p> <p>Company shall complete performance of the service on the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within two Business Days after the date the order is received.</p>	Charge included in Standard Move-In charge.
(4)	<p><b>Clearance Request</b></p> <p>This service de-energizes/re-energizes Company electrical facilities on Retail Customer's Premises before/after Retail Customer or Retail Customer's contractor engages in activity near Company's electrical facilities, or on or near Retail Customer's electrical facilities. Retail Customer may directly submit order to Company to obtain this clearance as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested clearance date, provided: (1) Company receives the order by 5:00 PM CPT on a Business Day; and (2) the order is received at least three Business Days prior the requested clearance date.</p> <p>Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>Company shall accommodate an order requesting clearance based on a mutual agreement with the requesting party to perform the service at charges calculated by Company if: (1) the requested clearance date is not a Business Day; (2) the Company receives the order less than three Business Days prior to the requested clearance date; or (3) the activities necessary for clearance cannot be safely performed on the requested clearance date.</p> <p>Three Business Days' Notice (Residential) Three Business Days' Notice (Non-Residential) Less Than Three Business Days' Notice</p>	As Calculated As Calculated As Calculated
<b>Disconnection/Reconnection for Non-Payment of Charges (AMS-M Meter)</b>		
(5)	<p><b>Disconnection for Non-Payment (DNP)</b></p> <p>This service discontinues Delivery to Retail Customer's Point of Delivery due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company. Company may also discontinue Delivery to Retail Customer's Point of Delivery due to Retail Customer's failure to fulfill obligations to the Company pursuant to a contract, this Tariff, or other Applicable Legal Authorities.</p>	

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	<p>Company shall not discontinue Delivery to a Retail Customer's Point of Delivery due to non-payment: (1) before the requested date; (2) in violation of P.U.C. SUBST. R. 25.483(f)(2); or (3) if provisions in other Applicable Legal Authorities prohibit such disconnection. Company also shall not discontinue Delivery to Retail Customer's Point of Delivery between the hours of 5:00 PM CPT and 7:00 AM CPT due to non-payment, unless a coordinated disconnection allowing the disconnection of service between these hours is arranged pursuant to Section 4.3.12.3, COORDINATED DISCONNECTION. When appropriate, the coordinated disconnection of service may occur between 5:00 PM and 7:00 AM CPT.</p> <p>Company shall complete performance of the service within three Business Days of the requested date, provided: (1) the requested date is a Business Day; (2) Company receives the order by 5:00 PM CPT on a Business Day; and (3) the order is received at least two Business Days prior to the requested date.</p> <p>If the requested date is not a Business Day, Company shall treat the next Business Day as the requested date. Company may treat an order received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, as received by 5:00 PM CPT on the next Business Day.</p> <p>If the order is received by Company less than two Business Days prior to the requested date, Company shall complete performance of the service within four Business Days after the date the order is received.</p> <p>Company shall not charge Competitive Retailer for performance of the service if Company initiates disconnection for non-payment.</p>	
	<u>Disconnection at Meter</u>	\$ 20.10
	<u>Disconnection at Premium Location (e.g., pole, weatherhead, secondary box)</u>	\$ 61.35
(6)	<p><b>Reconnection After Disconnection for Non-Payment of Charges (DNP)</b></p> <p>This service restarts Delivery at Retail Customer's Point of Delivery after discontinuance due to Retail Customer's non-payment of charges billed by Competitive Retailer or Company.</p> <p>Company shall complete performance of standard reconnection service on the date Company receives the order, provided Company receives the order by 2:00 PM CPT on a Business Day.</p> <p>If Company receives the order after 2:00 PM CPT on a Business Day, Company shall complete performance of the standard reconnection service on the date of receipt if possible, but no later than the close of Company's next Field Operational Day.</p> <p>Company shall complete performance of same-day reconnection service on the date Company receives the order, provided Company receives the order by 5:00 PM CPT on a Business Day. If the order is received by Company after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, Company shall complete performance of the service no later than the close of Company's next Field Operational Day.</p> <p>Company shall treat an order for reconnection service received after 7:00 PM CPT, or received on a Non-Business Day, as received at 8:00 AM CPT on the next Business Day.</p> <p>In no event shall Company fail to reconnect service within 48 hours of Company's receipt of the order. However, if this requirement results in reconnection being performed on a day that is not a Business Day, the appropriate Weekend or Holiday charge shall apply.</p>	

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	<p>Company shall not charge Competitive Retailer for performance of the service if Company restarts Delivery reconnection after Company-initiated disconnection for non-payment.</p> <p><u>Reconnection at Meter</u></p> <p>i. Standard Reconnect \$ 24.10</p> <p>ii. Same Day Reconnect \$ 36.85</p> <p>iii. Weekend \$ 98.30</p> <p>iv. Holiday \$ 127.10</p> <p><u>Reconnection at Premium Location (e.g., pole, weatherhead, secondary box)</u></p> <p>i. Standard Reconnect \$ 68.15</p> <p>ii. Same Day Reconnect \$ 106.95</p> <p>iii. Weekend \$ 158.50</p> <p>iv. Holiday \$ 193.95</p>	<p>I I I I  I I I I</p>
<b>Meter Testing Charges (AMS-M Meter)</b>		
(7)	<p>This charge is for service that tests Retail Customer's Meter in accordance with Section 4.7.4, METER TESTING. Retail Customer may directly submit an order to Company to perform this service as authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST AND REPORTING.</p> <p><u>Self-Contained Meter (Company-Owned)</u></p> <p>a. First Meter test in last four years \$ 0.00</p> <p>b. Meter found outside of relevant accuracy standards \$ 0.00</p> <p>c. Single Phase \$ 39.20</p> <p>d. Three Phase \$ 97.00</p> <p><u>Current Transformer (CT)/Other Meter (Company-Owned)</u></p> <p>a. First Meter test in last four years \$ 0.00</p> <p>b. Meter found outside relevant accuracy standards \$ 0.00</p> <p>c. Single Phase \$ 109.45</p> <p>d. Three Phase \$ 145.90</p> <p><u>Competitive Meter</u> \$ 145.90</p>	<p>I I  I I  I I  I</p>
<b>Meter Reading Charges (AMS-M Meter)</b>		
(8)	<p><b>Meter Reading for the Purpose of a Standard Switch</b></p> <p>\$ 0.00</p> <p>This service reads Retail Customer's Meter for the purpose of switching Retail Customer's account to a different Competitive Retailer when Retail Customer has not requested a self-selected switch. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.</p> <p>Company shall complete performance of the service using an Actual Meter Reading to allow completion of the switch on the First Available Switch Date (FASD) received from the Registration Agent, provided: (1) Company receives the order by 7:00 PM CPT on an AMS Operational Day; and (2) the FASD is an AMS Operational Day. The FASD is day zero unless otherwise specified by the Registration Agent.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p>	

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(9)	<p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p> <p><b>Meter Reading for the Purpose of a Self-Selected Switch</b></p> <p>This service reads Retail Customer's Meter on a date other than the Scheduled Meter Reading Date for the purpose of switching Retail Customer's account to a different Competitive Retailer on a date certain. The service is performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER. A charge applies only when Company uses an Actual Meter Reading to perform the service.</p> <p>Company shall complete performance of the service on the requested date provided: (1) Company receives the order by 7:00 PM CPT on the requested date; and (2) the requested date is an AMS Operational Day.</p> <p>Company may treat an order received after 7:00 PM CPT on an AMS Operational Day, or on a day that is not an AMS Operational Day, as received on the next AMS Operational Day.</p> <p>If the requested date is not an AMS Operational Day, Company shall complete performance of the service by the first AMS Operational Day following the requested date.</p> <p>Company may use an Estimated Meter Reading to complete performance of the service if conditions preclude execution of an Actual Meter Reading.</p>	\$ 0.20
(10)	<p><b>Meter Reading for the Purpose of a Mass Transition</b></p> <p>This service provides a Meter Reading for each affected Retail Customer for the purpose of a mass transition of the Retail Customers pursuant to P.U.C. SUBST. R. 25.43. Company shall charge the exiting Competitive Retailer for performance of the service.</p>	\$ 0.00
<b>Non-Standard Meter Installation Charge (AMS-M Meter)</b>		
(11)	<p>Options listed below are subject to availability at reasonable commercial terms.</p> <p><b>Non-Standard Metering Service One-Time Fee</b></p> <p>Applicable to a Retail Customer receiving Standard Metering Service who chooses pursuant to P.U.C. SUBST. R. 25.133 to begin receiving Non-Standard Metering Service.</p> <p><b>New Analog Meter One-Time Fee</b></p> <ul style="list-style-type: none"> <li>i. Self-Contained – Single Phase \$ 186.15</li> <li>ii. Self-Contained – Three Phase \$ 292.60</li> <li>iii. Instrument-Rated – Single Phase \$ 356.80</li> <li>iv. Instrument-Rated – Three Phase \$ 536.20</li> </ul> <p><b>Digital, Non-Communicating Meter One-Time Fee</b></p> <ul style="list-style-type: none"> <li>v. Self-Contained – Single Phase \$ 287.35</li> <li>vi. Self-Contained – Three Phase \$ 384.85</li> <li>vii. Instrument-Rated – Single Phase \$ 427.20</li> <li>viii. Instrument-Rated – Three Phase \$ 689.50</li> </ul> <p><b>Advanced Meter with Communications Disabled One-Time Fee</b></p> <ul style="list-style-type: none"> <li>ix. Self-Contained – Single Phase \$ 287.35</li> <li>x. Self-Contained – Three Phase \$ 384.85</li> <li>xi. Instrument-Rated – Single Phase \$ 427.20</li> <li>xii. Instrument-Rated – Three Phase \$ 689.50</li> </ul>	

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Charge No.	Name and Description	Amount
<b>Service Call Charge (AMS-M Meter)</b>		
(12)	<p>This charge is for service that dispatches Company personnel to Retail Customer's Premises to investigate an outage or other service-related problem. Retail Customer may directly submit order to Company to perform this service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>A charge for the performance of this service applies only if Company completes its investigation and determines the outage or other service-related problem is not caused by Company equipment.</p> <p>Business Day (8:00 AM–5:00 PM CPT) \$ 18.25 Business Day (Other Hours) \$ 34.50 Weekend \$ 197.05 Holiday \$ 245.40</p>	
<b>Outdoor Lighting Charges (AMS-M Meter)</b>		
(13)	<p><b>Street Light Removal</b></p> <p>This service removes 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. Retail Customer may directly submit order to Company to obtain the service if authorized pursuant to Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.</p> <p>Company shall complete performance of the service on the requested date, provided Company receives the order at least 30 days prior to the requested date. Company may initiate removal of Company-owned street lights and complete performance of the service on a date or dates other than the requested date upon mutual agreement between the Company and the requesting party.</p>	As Calculated
<b>Tampering and Related Charges AMS-M Meter)</b>		
(14)	<p><b>Tampering</b></p> <p>This service investigates and corrects the unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM, or other Tampering with Company's Meter or Metering Equipment, or the theft of electric service by any person at the Retail Customer's Premises.</p> <p>Tampering charges may include, but are not limited to, Delivery Charges, the cost of testing the Meter, the cost of replacing and repairing a Meter and Metering Equipment (including the Meter seal), the cost of installing protective facilities or relocating the Meter, and all other costs associated with the investigation and correction of the unauthorized use.</p>	As Calculated
(15)	<p><b>Broken Outer Meter Seal</b></p> <p>This service replaces a broken outer Meter seal.</p>	\$ 27.70
<b>Denial of Access Charges (AMS-M Meter)</b>		
(16)	<p><b>Inaccessible Meter</b></p> <p>This charge is for service that applies when Company personnel are unable to gain access to the Meter of a Critical Load Public Safety Customer or Critical Load Industrial Customer Premises as a result of continued denial of access to Meter, as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.</p>	\$ 132.50

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Charge No.	Name and Description	Amount
(17)	<b>Denial of Access to Company's Delivery System</b>  This charge applies when Retail Customer fails to provide access to Retail Customer's Premises, as required by Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES, and includes all costs incurred by Company to obtain such access.	As Calculated

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## 6.1.4.2 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 6.1.4.2 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	\$ 116.85 \$ 204.35
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> )	\$ 36.50 \$ 65.65
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 6.1.4.2 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 6.1.4.2 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 or for projects where the load is not of a permanent nature or is capable of being relocated to another location or served from an alternative service (including but not limited to load serving cryptocurrency mining operations and other transient load). 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.	\$ 86.10 \$ 291.45 \$1,288.90 As Calculated

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**6.1.4.2.1 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 to the Company 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 serve the Retail Customer's load 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 6.1.4.2 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.

**6.1.4.2.1.1 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 Meter, at one of Company's available standard voltages used to serve Retail Customers. 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.

**6.1.4.2.1.2 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 6.1.4.2.7, NON-STANDARD FACILITY EXTENSIONS. The projected additional cost of non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow a municipality to make 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.

**6.1.4.2.1.3 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.

**6.1.4.2.1.4 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.

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

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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**6.1.4.2.2 Overhead Delivery Service**

**6.1.4.2.2.1 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. Retail Customer is responsible for maintaining a clear space around the Service Drop on the Retail Customer's Premises, including but not limited to trimming vegetation.

**6.1.4.2.2.2 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.

**6.1.4.2.2.3 Connections at Point of Delivery**

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery

**6.1.4.2.3 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 Tariff, as applicable.

**6.1.4.2.3.1 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.

**6.1.4.2.3.2 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.

**6.1.4.2.3.3 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 pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by

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Retail Customer to allow replacement of transformers and other devices

#### 6.1.4.2.3.4 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.

#### 6.1.4.2.4 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.

#### 6.1.4.2.5 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 serve the Retail Customer's load 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.

##### 6.1.4.2.5.1 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's 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.

##### 6.1.4.2.5.2 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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**6.1.4.2.6 Standard Facility Extension: All Other Extensions**

**6.1.4.2.6.1 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 of the CIAC Amount is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC Amount 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 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 pro-rata share of costs of facilities necessary to meet future load growth anticipated to develop within five (5) years (or ten (10) years, at the Company's sole discretion, if in conjunction with a singly owned multi-phase development), 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	\$213/kW
Primary Service Greater Than 10 kW – Distribution Line	\$113/kW
Primary Service Greater Than 10 kW - Substation	\$ 3/kW
/Transmission Service*	\$ 3/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 for permanent loads. Maximum kW for temporary loads is zero

**6.1.4.2.6.2 Extensions to Multi-Family Dwellings**

Standard Allowance when serving Multi-Family Dwellings will be based on the Maximum kW Demand of all units and supporting facilities (common areas, office area, etc ) as determined in 6.1 4.2.6 1.

**6.1.4.2.6.3 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.

**6.1.4.2.6.4 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.

**6.1.4.2.7 Non-Standard Facility Delivery System Extensions**

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.4.2.1 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.

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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.

**6.1.4.2.8 Temporary Delivery System Facilities**

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities (or facilities for temporary load) 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

**6.1.4.2.9 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 or 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 6.1.4.2.5 or 6.1.4.2.6, 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.

Relocation of Company Facilities made at the request of the Retail Customer shall not commence until provisions established in Section 6.1.4.2.1.4 – Space Requirements have been met for the property on which such relocation is to be made.

If Retail Customer moves its load to a different Point of Delivery (or ESI ID) and causes Company facilities to become idled, Retail Customer shall reimburse the Company for the cost of removal of the idled facilities.

If Retail Customer removes its load resulting in Company facilities becoming stranded, not used and useful, or in any way unrecoverable, Retail Customer shall reimburse the Company a sum equal to the estimated present worth of the unamortized original undepreciated cost (or book) value (if any) for all remaining facilities plus removal costs for all remaining facilities

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## 6.1.4.3 Company-Specific Discretionary Service 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	   \$ 21.25 \$ 257.95
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	  \$ 1.05 \$ 1.30
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	  \$ 233.75 \$ 32.20 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	  \$ 182.80 As Calculated
DD13	<b>NOT APPLICABLE</b>	
DD14	<b>NOT APPLICABLE</b>	
DD15	<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.  A. Disconnection B. Reconnection	  \$ 51.10 \$ 68.15
DD16	<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.	\$ 20.10
DD17	<b>Meter Non-Standard Programming Service Fee</b> Applicable to requests to install non-standard meter programs on Meter.  A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	  \$ 28.05 \$ 72.95

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Charge No.	Name and Description	Amount
DD18	<b>NOT APPLICABLE</b>	
DD19	<b>Electrical Pulse Equipment Installation/Replacement Charge</b> Applicable to requests for the installation/replacement of electrical pulse device equipment.  A. Installation Charge B. Replacement Charges <ol style="list-style-type: none"> <li>1. Isolation relay</li> <li>2. Pulse initiator</li> <li>3. Isolation relay &amp; pulse initiator</li> <li>4. Enclosure box</li> </ol>	\$ 548.75  \$ 319.45 \$ 164.65 \$ 375.45 \$ 173.50
DD20	<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. This charge is applied monthly.	\$ 10.75
DD21	<b>Customer Premise Information Research Service Charge</b> Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	<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.	As Calculated
DD23	<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.	\$ 114.25
DD24	<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.	\$ 36.15
DD25	<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.  Self Contained A. Base Charge B. Base Charge Adder  Instrument Rated C. Base Charge D. Base Charge Adder  E. Facilities Recovery Charge	\$ 650.80 \$ 200.20  \$1,003.20 \$ 454.70  As Calculated
DD26	<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.	As Calculated
DD27	<b>Street Light Painting Service Charge</b> Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated.
DD28	<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.	As Calculated.
DD29	<b>Street Light Patrolling Service Charge</b> Applicable to requests Customers served under the Company's Street Lighting Service rates for Company to provide additional street light patrolling within a specific geographic area.	As Calculated.
DD30	<b>Street Light Numbering Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates for Company to number Company-owned lighting facilities.	As Calculated.

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Charge No.	Name and Description	Amount
DD31	<b>Street Light Circuit Bulb and Photocell Replacement Service Charge</b> Applicable to requests from Customers served under the Company's Street Lighting Service rates for bulb and photocell replacement of an entire Company-owned street light circuit on a predetermined schedule.	As Calculated.
DD32	<b>NOT APPLICABLE</b>	
DD33	<b>NOT APPLICABLE</b>	
DD34	<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.	As Calculated
DD35	<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.	As Calculated

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**6.1.4.4 Distributed Generation Charges**

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> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 144.15</li> <li>3. Pre-certified, on network \$ 144.15 *</li> <li>4. Not pre-certified on network \$ 144.15</li> </ol> <p>B. 10+ to 500 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 296.30 **</li> <li>2. Not pre-certified, not on network \$ 296.30</li> <li>3. Pre-certified, on network \$ 296.30 *</li> <li>4. Not pre-certified on network \$ 296.30</li> </ol> <p>C. 500+ to 2000 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 3,960.30</li> <li>2. Not pre-certified, not on network \$ 3,960.30</li> <li>3. Pre-certified, on network \$ 6,623.45</li> <li>4. Not pre-certified on network \$ 6,623.45</li> </ol> <p>D. 2000+ kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 6,927.85</li> <li>2. Not pre-certified, not on network \$ 6,927.85</li> <li>3. Pre-certified, on network \$ 9,591.00</li> <li>4. Not pre-certified on network \$ 9,591.00</li> </ol> <p style="text-align: center;"><b>EXPORTING</b></p> <p>A. 0 to 10 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 0.00</li> <li>2. Not pre-certified, not on network \$ 144.15</li> <li>3. Pre-certified, on network \$ 144.15 *</li> <li>4. Not pre-certified on network \$ 144.15</li> </ol> <p>B. 10+ to 500 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 296.30 **</li> <li>2. Not pre-certified, not on network \$ 296.30</li> <li>3. Pre-certified, on network \$ 296.30 *</li> <li>4. Not pre-certified on network \$ 296.30</li> </ol> <p>C. 500+ to 2000 kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 3,960.30</li> <li>2. Not pre-certified, not on network \$ 3,960.30</li> <li>3. Pre-certified, on network \$ 6,623.45</li> <li>4. Not pre-certified on network \$ 6,623.45</li> </ol> <p>D. 2000+ kW</p> <ol style="list-style-type: none"> <li>1. Pre-certified, not on network \$ 7,458.30</li> <li>2. Not pre-certified, not on network \$ 7,458.30</li> <li>3. Pre-certified, on network \$ 9,591.00</li> <li>4. Not pre-certified on network \$ 9,591.00</li> </ol> <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>		<p style="text-align: center;">R R R R</p> <p style="text-align: center;">H H H H</p> <p style="text-align: center;">H H H H</p> <p style="text-align: center;">H H H H</p> <p style="text-align: center;">R R R R</p> <p style="text-align: center;">R R R R</p> <p style="text-align: center;">R R R R</p> <p style="text-align: center;">H H H H</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.

**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.

**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.

**HOMEOWNERS' ASSOCIATION.** An incorporated or unincorporated association owned by or whose members consist primarily of the owners of the property covered by the dedicatory instrument and through which the owners, or the board of directors or similar governing body, manage or regulate the residential subdivision, planned unit development, condominium or townhouse regime, or similar planned development

**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 five 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.

**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. Temporary Delivery Service also applies to loads that are not of a permanent nature or capable of being relocated to another location or served from an alternate service (including but not limited to service to cryptocurrency mining operations and other transient load).

**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, at the Company's sole discretion, 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	14400/24940
19920 (overhead only)	19920/34500
	34500
	69000
	138000

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 transmission voltage 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 transmission voltage 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. Unless prohibited by the local inspection authority, 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.

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#### 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. For purposes of Delivery Service, "tiny homes" will be considered mobile homes. However, if a "tiny home" itself is a vehicle, it shall be considered a recreational vehicle

IT

#### 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 Delivery 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

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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

For Primary Distribution Voltage, Billed Based on kW, once the 50 kW threshold is met or exceeded, the adjustment factor will remain at the 50 kW and Over level thereafter

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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.

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**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.

**6.2.3.4 Proration**

Fixed monthly charges and demand charges used to calculate invoices that are for a period of less than 28 days or greater than 33 days due to a move-in, move-out, or switch will be prorated. Regardless of the number of actual days in the affected bill cycle(s), the prorated portion of the invoice will be calculated by dividing the charge amount by 30 and multiplying the number of days of service in the prorated billing period. Rate components based on kWh will not be prorated.

Normal bill cycles of less than 28 days or more than 33 days will not be prorated.

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**6.2.3.5 Initial Rate Code Assignment**

For new non-residential premises, the initial rate code for permanent Delivery Service shall, in the Company's sole discretion, be based on projected load information provided by Retail Customer or builder/developer to ensure adequate facilities are installed to serve Retail Customer's projected load.

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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
(4)	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.

### 6.2.4.3 Credit Card Payments

At the Company's sole discretion, a credit card may be accepted for payment of invoices for construction service, contributions in aid of construction, discretionary services, or other Customer expenses. An average percentage processing fee will be added to all credit card payments.

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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 may, at its sole discretion, re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots, or extend the four (4) year time frame. 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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c. Customer will, prior to or contemporaneous with signing this Agreement, or as soon thereafter as reasonably possible, supply a load profile or load ramp document in support of the Contract kW set out above. If (a) Customer fails to provide a load ramp or load profile by the end of the second year after Company completes the extension of Delivery System facilities ("second year of service"), or (2) Customer provides a load ramp or load profile and the actual kW billing demand for the second year of service is below that set out in the load profile or load ramp document; then at the end of the second year of service the Contract kW shall be set equal to the highest billing demand reached during the second year of service and shall be reset every year thereafter to equal Customer's highest kW billing demand during the prior two years, but in no event higher than the then-existing Contract kW amount, unless Customer and Company reach a new agreement on a new contracted kW.

**ARTICLE III - TITLE AND OWNERSHIP**

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

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

**ARTICLE IV - GENERAL CONDITIONS**

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

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

**ARTICLE V – DISCLOSURE**

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

**ARTICLE VI – PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

**ARTICLE VII -- OTHER SPECIAL CONDITIONS**

ACCEPTED BY COMPANY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

ACCEPTED BY CUSTOMER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 Company may require a security payment in advance of constructing facilities to cover such costs. The following will also address the details of 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.

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

### ARTICLE 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.

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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 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.
4. 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.
5. 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.
6. Customer may not assign the Agreement without Company's prior written consent.
7. 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 – DISCLOSURE**

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

**ARTICLE VI — PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION  
WITH CRITICAL INFRASTRUCTURE**

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

**ARTICLE VII -- OTHER SPECIAL CONDITIONS**

ACCEPTED BY COMPANY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

ACCEPTED BY CUSTOMER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed



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### **6.3.3 Interconnection and Parallel Operation of Distributed Generation**

Company shall interconnect distributed generation pursuant to Public Utility Commission of Texas Substantive Rules 25.211 and 25.212.

A customer seeking interconnection and parallel operation of distributed generation with Company must complete and submit the Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System.

#### **Prescribed Form for the Application for Interconnection and Parallel Operation of Distributed Generation**

Customers seeking to interconnect distributed generation with the utility system will complete and file with the company the following Application for Parallel Operation:

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## **Application for Interconnection and Parallel Operation of Distributed Generation**

Return Completed Application to:

Oncor Electric Delivery Company LLC  
Attention: Distributed Resource Specialist  
1616 Woodall Rodgers Fwy  
Dallas, TX 75202-1234

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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 Oncor (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: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

Do you wish Oncor to report excess generation to your REP? \_\_\_\_\_ Yes \_\_\_\_\_ No

Pre-Certification Label or Type Number (e.g., UL-1741 Utility Interactive or IEEE 1547.1): \_\_\_\_\_

Expected Energization 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

For systems not using pre-certified inverters (e.g., inverters certified to UL-1741 or IEEE 1547.1), does Oncor have the dynamic modeling values from the generator manufacturer? \_\_\_\_\_ Yes \_\_\_\_\_ No

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If not, please explain: \_\_\_\_\_  
(Note: For pre-certified equipment, the answer is Yes. Otherwise, applicant must provide the dynamic modeling values if they are available.)

Layout sketch showing lockable, "visible" disconnect device is attached: \_\_\_\_\_ 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 extent necessary to process this Application to the following persons:

	Name	Phone Number	E-Mail Address
Project Manager			
Electrical Contractor			
Consultant			
Other			

Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

[ COMPANY NAME]

[CUSTOMER NAME]

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

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

PRINTED NAME

PRINTED NAME

\_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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 \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, ("Company"), and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether an individual or a corporation, and if a 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."

Place a check mark in the applicable space or spaces below to indicate the type of entity entering into this Agreement:

\_\_\_\_ **Option 1:** For purposes of this Agreement, the end-use customer will act as a Party to this Agreement.

\_\_\_\_ **Option 2:** For purposes of this Agreement, the entity other than the end-use customer that owns the distributed generation facility (also referred to as "Generator") will act as a Party to this Agreement.

\_\_\_\_ **Option 3:** For purposes of this Agreement, the entity other than the end-use customer that owns the premises upon which the distributed generation Facility will be located (also referred to as "Premises Owner") will act as a Party to this Agreement.

\_\_\_\_ **Option 4:** For purposes of this Agreement, an entity who by contract is assigned ownership rights to energy produced from distributed renewable generation located at the premises of the end-use customer on the end-use customer's side of the meter, will act as a Party to this Agreement.

Notwithstanding any other provision herein, the entity referred to as "Customer" herein shall refer to the entity defined in the option selected above by the end-use customer.

If any option other than Option 1 as outlined above is selected, the end-use customer must sign, print his or her name, and date the affirmation in the End-Use Customer Affirmation Schedule attached to this Agreement.

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 Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A. If Customer is not the end-use customer, Customer affirms that the end-use customer has approved of the design and location of the Facilities.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") 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** -- Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities 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, facilities on its side of the point of common coupling so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership; any circumstances necessitating a change in the person who is the Customer to this Agreement; or cessation of operations of one or more Facilities. Upon notice by Customer of circumstances necessitating a change in the person who is the Customer to this Agreement, Company shall undertake in a reasonably expeditious manner entry of a new Agreement with the change in person who is the Customer.

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**4. Limitation of Liability and Indemnification**

- a. *Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to the end-use customer other than the interconnections service addressed by this Agreement, Company's liability to the end-use customer shall be limited as set forth in Section 5.2.1 of Company's Commission-approved tariffs, which are incorporated herein by reference.*
- b. *Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a 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 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 Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to 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.*
- d. *Please check the appropriate box.*

☐ Person Other than a Federal Agency

*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 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 Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to 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. This paragraph applies to a state or local entity to the extent permitted by the constitution and laws of the State of Texas.*

☐ Federal Agency

*Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.*

- e. *Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.*
- f. *For the mutual protection of Customer and Company, only with Company prior authorization are the connections between Company's service wires and Customer's service entrance conductors to be energized.*

**5. Right of Access, Equipment Installation, Removal & Inspection** -- Upon reasonable notice, Company may send a qualified person to the premises where the Facilities are located at or immediately before the time Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

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 the premises where the Facilities are located 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.

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Customer warrants it has, or has obtained from other entities, all necessary rights to provide Company with access to the premises and Facilities, as necessary or appropriate for Company to exercise its rights under this Agreement and the Rules.

6. **Disconnection of Facilities** -- Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, 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 Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide 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 Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days' 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' written notice if possible in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. **Governing Law and Regulatory Authority** -- *Please check the appropriate box.*

Customer acknowledges agreements other than this Agreement relating to the Facilities between Customer and other entities that do not involve the Company may not be subject to the jurisdiction of the Commission.

☐ **Person Other Than a Federal Agency:** 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.

☐ **Federal Agency:** This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), 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.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including the attached Exhibit A 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. **Written Notices** -- Written 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, 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 Commission

13. **Disclosure of Information to End-Use Customer** -- If Customer is not the end-use customer, Company is hereby authorized to provide any information requested by the end-use customer concerning the Facility.

14. **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.

15. **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.

16. **Headings** -- The descriptive headings of the various parts 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.

17. **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.

18. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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

[COMPANY NAME]

[CUSTOMER NAME]

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

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

PRINTED NAME

PRINTED NAME

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

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**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION  
OF DISTRIBUTED GENERATION**

**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. Customer Name:
2. Premises Owner Name:
3. Facility location:
4. Delivery voltage:
5. Metering (voltage, location, losses adjustment due to metering location, and other):
6. Normal Operation of Interconnection:
7. One line diagram attached (check one): ☐ Yes / ☐ No  
If Yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. Equipment to be furnished by Company:  
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. Equipment to be furnished by Customer:  
(This section is intended to describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)
10. Cost Responsibility and Ownership and Control of Company Facilities:  
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.
11. Modifications to Customer Facilities.  
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in an Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m)(5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.
12. Supplemental terms and conditions attached (check one): ☐ Yes / ☐ No

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**END-USE CUSTOMER AFFIRMATION SCHEDULE**

The end-use customer selecting the entity who owns the DG facility (the DG owner or Option 2 entity), the owner of the premises at which the DG facility is located (premises owner or Option 3 entity), or the person who by contract is assigned ownership rights to energy produced by the DG facility (Option 4 entity) to act as Customer and Party to the Interconnection Agreement must sign and date the consent below.

"I affirm that I am the end-use customer for the distributed generation facility addressed in Facility Schedule No. \_\_\_\_ [insert applicable number] in the Interconnection Agreement between \_\_\_\_\_ [insert name of Company] and \_\_\_\_\_ [insert name of Customer], and that I have selected \_\_\_\_\_ [insert name of Customer] or successor in interest to act as Customer and a Party to this Interconnection Agreement rather than me.

I acknowledge that the agreements that I have with \_\_\_\_\_ [insert name of Customer] relating to the distributed generation facility addressed in Facility Schedule No. \_\_\_\_ [insert applicable number] may not be subject to the jurisdiction of the Public Utility Commission of Texas."

[END-USE CUSTOMER NAME]

SIGNATURE: \_\_\_\_\_

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 discretionary service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further discretionary 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. **Disclosure of Underground Facilities** – Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities.

16. **Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure** -- Customer represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

17. **Other Terms and Conditions** -- \_\_\_\_\_

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

[COMPANY NAME]

[CUSTOMER NAME]

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

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Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
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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.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

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 \_\_\_\_\_, 20\_\_

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 judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

IT

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**

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.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

T

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**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area  
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## 6.3.11 Easement and Right of Way (Form 50.3700)

### SUBSTATION EASEMENT

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 "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.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure). | T

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.

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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) Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

(12) 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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### 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) Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business and Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

(11) 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.

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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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

\_\_\_\_\_

A \_\_\_\_\_

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

T

DATE

\_\_\_\_\_

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

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**AGREEMENT FOR STREET LIGHTING SERVICE  
BY AND BETWEEN  
ONCOR ELECTRIC DELIVERY COMPANY LLC AND  
[INSERT NAME]**

\_\_\_\_\_ ("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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

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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:

STAKEHOLDER OPERATIONS  
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.