PUBLIC UTILITY COMMISSION OF TEXAS

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APPLICATION OF ONCOR ELECTRIC	§	BEFORE THE
DELIVERY COMPANY LLC FOR	§	PUBLIC UTILITY COMMISSION
AUTHORITY TO CHANGE RATES	§	OF TEXAS

RESPONSE OF ONCOR ELECTRIC DELIVERY COMPANY LLC TO TEXAS INDUSTRIAL ENERGY CONSUMERS' SEVENTH REQUEST FOR INFORMATION

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

Oncor Electric Delivery Company LLC ("Oncor") files this Response to the aforementioned requests for information.

I. Written Responses

Attached hereto and incorporated herein by reference are Oncor's written responses to the aforementioned requests for information. Each such response is set forth on or attached to a separate page upon which the request has been restated. Such responses are also made without waiver of Oncor's right to contest the admissibility of any such matters upon hearing. Oncor hereby stipulates that its responses may be treated by all parties exactly as if they were filed under oath.

II. Inspections

In those instances where materials are to be made available for inspection by request or in lieu of a written response, the attached response will so state. For those materials that a response indicates are voluminous, materials will be provided in electronic format through an Oncor FTP file sharing site upon request. Requests for voluminous materials should be directed to Regulatory@oncor.com. To review materials that a response indicates may be inspected at their usual repository, please call Joni Price at 214-486-2844. Inspections will be scheduled so as to accommodate all such requests with as little inconvenience to the requesting party and to company operations as possible.

Respectfully submitted,

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: */s/ Tab R. Urbantke*

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CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing has been served by email on all parties of record who have provided an email address, on this the 31st day of August, 2022, in accordance with the Commission's Second Order Suspending Rules issued on July 16, 2020, in Project No. 50664.

/s/ Tab R. Urbantke

Request

These questions relate to the following language:

This Agreement has limited transfer rights. Any new owner, tenant, lessee of Customer, or new customer ("New Owner") served from facilities covered in this Agreement, must secure a separate agreement with [Oncor] within 120 days of the date of ownership change. If New Owner does not secure a new agreement within those 120 days then this agreement shall be null and void. It is important for the Company and any New Owner to reach agreement on the capacity needed and that can be made available at that time. Any substation, feeder, or transformer capacity held in reserve for Customer by this Agreement, in excess of Customer's usage at the time of ownership change, is non-transferable to a New Owner. Should Customer permanently discontinue service, this agreement shall terminate and any substation, feeder, or transformer capacity held in reserve for this service shall be forfeited by the customers. Any discontinuation of service will require a new agreement to be executed by both parties.

a. Confirm that Oncor has recently included this language or substantially similar language in Facilities Extension Agreements (FEAs) under Article V - Other Special Conditions.
b. Please explain whether Oncor proposes this or substantially similar language in every new Facilities Extension Agreement. If the answer is no, please explain how Oncor decides whether to propose this language for a particular FEA.
c. Please explain the purpose of this language and what costs may be imposed to a particular customer as a result of this language.
d. Confirm that this or substantially similar language is not currently part of Oncor's approved tariff.
e. Confirm that this or substantially similar language is not part of the proposed tariff Oncor is presenting in this proceeding.
f. If this or substantially similar language is not part of Oncor's approved tariff, do you agree that Oncor has the ability to negotiate with customers to determine whether this language should be included in a particular FEA?
g. Why would Oncor not allow assignment of an FEA with a requirement that Oncor consent to the assignment? Please explain why starting over with a new FEA is necessary as opposed to assigning an existing FEA with Oncor's permission/consent.

Response

The following response was prepared by or under the direct supervision of Keith Hull and Matthew A. Troxle, the sponsoring witnesses for this response.

a. Confirmed.
b. No. Oncor does not currently propose this or substantially similar language in every new Facilities Extension Agreement (“FEA”). Oncor intends to include this language, or similar language, for all new Primary Service Distribution FEAs.
c. The purpose of this language is to ensure that Oncor has visibility into changes in operations and service requirements of a new owner, tenant, or lessee occurring at the location subject to the FEA for the extension of Primary service. There is no direct

cost that will be imposed to a particular customer as a result of this language; however, Article II of the FEA still applies to the customer.

d. Confirmed.
e. Confirmed.
f. Yes.
g. Oncor needs to review the “New Owner” change on a case-by-case basis to understand the new owner’s load requirements, including motor loads and maximum demands. This will ensure proper facilities are in place to meet the new owner’s needs.

Request

These questions relate to the following language:

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 (b) Customer provides a load ramp or load profile and the actual kW billing demand for the second year of service is ten percent (10%) or more below that Contract kW amount 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 kW 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.

a. Confirm that Oncor has recently included this language or substantially similar language in Facilities Extension Agreements (FEAs) under Article V - Other Special Conditions.
b. Please explain whether Oncor proposes this or substantially similar language in every new Facilities Extension Agreement. If the answer is no, please explain how Oncor decides whether to propose this language for a particular FEA.
c. Please explain the purpose of this language and what costs may be imposed to a particular customer as a result of this language.
d. Confirm that this or substantially similar language is not currently part of Oncor's approved tariff.
e. Confirm that this or substantially similar language is not part of the proposed tariff Oncor is presenting in this proceeding.
f. If this or substantially similar language is not part of Oncor's approved tariff, do you agree that Oncor has the ability to negotiate with customers to determine whether this language should be included in a particular FEA?

Response

The following response was prepared by or under the direct supervision of Keith Hull and Matthew A. Troxle, the sponsoring witnesses for this response.

a. Confirmed.
b. No. Oncor does not currently propose this or substantially similar language in every new Facilities Extension Agreement ("FEA"). Oncor intends to include this language, or similar language, for all new Primary Service Distribution FEAs.
c. The purpose of this language is for Oncor to have a mechanism to re-evaluate customer load utilization. This mechanism allows Oncor to re-allocate available capacity to ensure that Oncor facilities are not under-utilized due to lack of a customer's consumption over extended periods of time. This language helps to ensure that existing facilities are getting utilized to the maximum extent possible to diminish the need for additional infrastructure, thereby improving the timeliness of

service to customers, as well as reducing overall costs to customers. There is no direct cost that will be imposed to a particular customer as a result of this language; however, Article II of the FEA still applies to the customer.

d. Confirmed.
e. Deny.
f. Yes.

Request

These questions relate to the following language:

Customer shall implement, to the extent reasonable practicable, the practice outlined in IEEE 519-2014, Recommended Practice and Requirements for Harmonic Control in Electric Power Systems, or any successor IEEE standard. If Oncor determines that a customer has created excessive harmonics that causes or are reasonably likely to cause another customer to receive unsafe, unreliable or inadequate electric service, Oncor will follow the process outlined in PUCT Substantive Rule 25.51, Power Quality, to remedy the effects of the harmonics issue.
The customer will need to limit the flicker motor starting voltage dip at this location. Limit on the Oncor primary system is 5% and 2% at the substation bus.
The maximum motor starts at one time is 1 at a rate of 20 per Hour.
The customer's maximum allowable motor starting kVA at this location is 950 kVA for this percentage dip and starting rate.

a. Confirm that Oncor has recently included this language or substantially similar language in Facilities Extension Agreements (FEAs) under Article V - Other Special Conditions.
b. Please explain whether Oncor proposes this or substantially similar language in every new Facilities Extension Agreement. If the answer is no, please explain how Oncor decides whether to propose this language for a particular FEA.
c. Please explain the purpose of this language and what costs may be imposed to a particular customer as a result of this language.
d. Confirm that this or substantially similar language is not currently part of Oncor's approved tariff.
e. Confirm that this or substantially similar language is not part of the proposed tariff Oncor is presenting in this proceeding.
f. If this or substantially similar language is not part of Oncor's approved tariff, do you agree that Oncor has the ability to negotiate with customers to determine whether this language should be included in a particular FEA?

Response

The following response was prepared by or under the direct supervision of Keith Hull and Matthew A. Troxle, the sponsoring witnesses for this response.

a. Confirmed.
b. No. Oncor does not currently propose this or substantially similar language in every new Facilities Extension Agreement ("FEA"). Oncor intends to include this language, or similar language, on a case-by-case basis depending on the project and load being served. The language is included to outline requirements that the customer must adhere to for Oncor to comply with 16 Tex. Admin. Code ("TAC") § 25.51. Typically, the language referenced in the request is included in FEAs in which the customer has requested that Oncor serve loads that include specific equipment, including, but not limited to, the following: spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, and feed

grinders.

c. As outlined in the PUCT Substantive Rules, Oncor has the responsibility to use reasonable diligence to provide continuous and adequate delivery of electric power. The purpose of this language is to state clearly for the customer Oncor's requirements for equipment operation. These requirements are necessary to ensure that Oncor can serve the requested load in adherence with 16 TAC § 25.51. Oncor does not charge customers as a direct result of including this language in the FEA. The customer may incur costs associated with equipment and installations of equipment to limit the adverse effects as outlined in Oncor's TARIFF FOR RETAIL DELIVERY SERVICE, Section 5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS; and 16 TAC § 25.51, Power Quality.
d. Confirmed.
e. Deny.
f. Oncor will make every effort to work with customers to meet their needs; however, Oncor will not negotiate terms that could adversely impact Oncor's ability to provide safe and reliable electricity to all customers.

Request

Please generally describe Oncor's policies for totalizing and/or combining for billing purposes the usage from two or more connections (circuits) that are serving the same consuming facility.

a. Would Oncor bill a single consuming facility connected through more than one circuit, as described above, differently that if the same customer were connected using a single circuit? If so, please describe in detail how billing would differ between the two and why.
b. Would Oncor's answer to subpart (a) change depending on which rate schedule the customer takes under? If so, please describe how.
c. Does Oncor believe its current tariff would allow it to bill the hypothetical single consuming facility described above under a single, unified rate?
d. Please identify any tariff provisions that prevent Oncor from totalizing two or more circuits being used to the serve the same consuming facility for billing purposes.
e. What is the regulatory review process by which Oncor considers totalization requests for approval?
f. If Oncor grants totalization for a single consuming facility, is it Oncor's practice to rebill using new totalized data for all prior billing periods not originally totalized?

Response

The following response was prepared by or under the direct supervision of Matthew A. Troxle, the sponsoring witness for this response.

Each request for totalization is evaluated on the specifics of the situation. Generally, and at a high level, the requested meters need to be on the same rate schedule, the multiple points of delivery need to be due to an Oncor limitation, and the meters must be measuring the same "service." This helps prevent requests for totalization from being used as bill aggregation to avoid utility charges.

a. No. The same rate schedule would be applicable whether the meters are totalized or separate.
b. No.
c. Yes. Totalization combines billing units, not rates.
d. Oncor rate schedules state that the Delivery Service is to one Point of Delivery and measured through one Meter. If the customer desires "totalized" or "combined" bills, that is an issue appropriately handled between the customer and their Retail Electric Provider.
e. Requests are reviewed by the field personnel who are generally the first line of contact. The requests are then elevated as appropriate to Oncor's Metering Services group and, ultimately, the Regulatory group.
f. No.