

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



6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 2

6.3.5 Discretionary Service Agreement

WR #: 20519690

Transaction ID: 21006

This Discretionary Service Agreement ("Agreement") is made and entered into this 17th day of March, 2023, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and Williamson County ("Customer"), a political subdivision of the State of Texas, 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.

Williamson County has requested for the Span of Overhead Primary to be relocated over Bud Stockton Loop. To accommodate this request the following will need to be installed: One pole, Two down guys, 355 linear feet Underground Primary. Removal to include: One pole, 355 linear feet Overhead Primary, One 3kva Transformer. Relocation of existing capacitor bank. For a total reimbursable non-taxable cost of \$57,491.46, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein on or before the expiration of 90 days following the date of the final signature accepting this Agreement, contingent upon weather and other unforeseen circumstances.

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 upon acceptance by Customer and continues in effect until Once Construction is Complete. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A, 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:
Oncor Electric Delivery
Ryan Kreuzer
3620 Franklin Ave
Waco, Texas 76710

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(b) If to Customer:
Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

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.

Williamson County
County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer 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 from damage to such undisclosed or unknown facilities.

(ii)

Billing Amount: \$57,491.46 (non-taxable)
This agreement will expire June 15th, 2023

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

Oncor Electric Delivery Company LLC

Ryan Kreuzer
Signature

Ryan Kreuzer
Printed Name

Utility Designer
Title

03/17/2023
Date

Williamson County
Customer / Company Name

Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

Next page in document

Estimated Costs:

Material - \$27,364.10

Labor - \$30,127.36

Total - \$57,491.46



Statement of Charges

PO Box 910104
Dallas TX 75391-0104

Date: 3/17/2023
Project No: 20519690
Transaction ID: 21006

Kreuzer, Ryan
254-405-7439
Ryan.Kreuzer@oncor.com

Bill To:

County Auditor
Williamson County
710 Main Street Suite 101
Georgetown, Texas 78626

Project Location

Street Address:
Bud Stockton Loop Extension
City: Jarrell
County: Williamson

Billing Description	Amount Due
Relocation of facilities in conflict with Bud Stockton Loop	\$57,491.46
Price quoted is valid for thirty (30) days from the date of this document. Total	\$57,491.46

Remittance Options:

Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC
OR

Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas
Account #08806169791
Routing #'s
ABA: 021-000-021 (Wire Transfer)
ABA: 111-000-614 (ACH payments)
Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number
Also, email Confirmation number and transfer date to

THANK YOU FOR YOUR BUSINESS!



REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check
Checks are to be made payable to **Oncor Electric Delivery Company, LLC**
Please retain the above statement for your records

Remit To
Oncor Electric Delivery Company, LLC
Attn: Flores, Madi; Kreuzer, Ryan
PO Box 910104
Dallas TX 75391-0104

Customer Name

Williamson County

Project Number: 20519690

Transaction ID: 21006

Total Amount Paid:

\$57,491.46



NEW POLE

~49' FROM PROPOSED ROW

UTILITY EASEMENT

~18' FROM PROPOSED ROW

PROP ROW

NEW EDGE OF PAVEMENT

630+00

631+00

632+00

633+00

634+00

PROPOSED BUD STOCKTON LOOP

NEW EDGE OF PAVEMENT

PROP ROW

DEPICTED ROADWAY IS AS PROPOSED
NO TRAFFIC CONTROL PLAN
CURRENTLY REQUIRED

APPROXIMATELY 355 LINEAR FEET
REPLACE ONE WITH UGE

~114' FROM PROPOSED ROW

~145' FROM PROPOSED ROW

EXISTING POLE

NEW POLE

NEW GUY

EXISTING POLE

NEW GUY

830

2 X 6" CONDUITS AT ~6'-6" BELOW GRADE AT NEW POLE LOCATION

LEGEND

- Proposed Conductor
- Existing Conductor/Pole
- Proposed Pole/Guy
- Existing Conductor/Pole to be Removed
- Existing R.O.W.
- Proposed R.O.W.

Oncor Electric Delivery Co.

Scale 1"=50' Date 3/17/2023

Oncor RRK District

Bud Stockton Loop Relocation

WO 20519690

Sheet 1 of 1

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 4/8/2023.

Estimated Completion Date: 6/22/2023.

Attachment C

Eligibility Ratio

☒ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “E” for proof of property interest, which is established at 100% eligible.

☐ Eligibility Ratio Calculation attached

Attachment D

Betterment Calculation and Estimates

☒ **Betterment does not exist in this agreement.**

☐ **Betterment Calculation attached.**

Attachment E

Proof of Property Interest

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared KENNETH W. APPELEGATE and DOROTHY D. APPELEGATE

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of February, A. D. 1984.

Sherri L. Stephens
Notary Public Travis County, Texas

TEXAS POWER & LIGHT COMPANY
REAL COUNTY CLERK & NOTARY PUBLIC
P. O. Box 660268
DALLAS, TEXAS 75266-0268

Easement and Right of Way

FROM
KENNETH W. APPELEGATE
AND
DOROTHY APPELEGATE

TO
Texas Power & Light Co.

P. O. Box 660268, Dallas, Texas 75266-0268
STATE OF TEXAS,

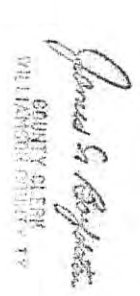
County }

I, _____
County Clerk in and for said County, hereby certify that the within Conveyance was filed in my office for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded by me in Book _____ of the Deed Records of said County, at page _____.
Given under my hand and seal of office this _____ day of _____, 19____.


James S. Bygones
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on
JAN 21 1985




COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
1985 JAN 18 AM 9:07

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared _____

_____ (Title)
of _____, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that

executed the same as the act and deed of _____

and as _____ thereof, and for the purposes and consideration therein expressed.
(Title)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19____

Notary Public _____ County, Texas

VOL 1126 PAGE 408
THE STATE OF TEXAS)
(
COUNTY OF WILLIAMSON)

2022

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth W. Applegate and Dorothy D. Applegate

of _____ County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, ~~of Dallas, Texas~~, and the A Division of Texas Utilities Electric Company, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the James Roebuck

Survey, Abstract No. 527, Williamson County, Texas more particularly described in deed from Jay and Mildred Reasoner to Kenneth W. Applegate and Dorothy D. Applegate dated July 13, 1983, recorded in Volume 928, Page 617, Deed Records of said County. A tract of land being located on the north side of F.M. 487 approximately 1.3 miles west of I.H. 35.

~~The center line of said distribution line and telephone line shall be located across said land as follows:~~
A centerline of a 20 ft. wide utility easement shall be located across said land as follows:
Beginning

BEGINNING at a point in Grantor's east property line. Said point to be located north 18 degrees 43 minutes west a distance of 652 feet from Grantor's southeast property corner. Said corner also being the southwest corner of Mildred Reasoner; and also a point in the north Right-of-Way line of F.M. 487.

THENCE south 41 degrees 34 minutes west a distance of 225 feet to a point.



The above described property constitutes no part of my homestead

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect 2 poles, 0 stubs, and 1 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, improving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 23rd day of February, A.D. 1984.

Kenneth W. Applegate
Dorothy D. Applegate
Kenneth W. Applegate
Dorothy D. Applegate

THE STATE OF TEXAS)

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

VOL. 664 PAGE 875That MRS. O. R. HARRISON

2057

of WILLIAMSON County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the GENERAL TELEPHONE COMPANY, an easement and right of way for an electric distribution line, and all necessary or desirable

appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the JAMES ROEBUCK

Survey, Abstract No. 527 WILLIAMSON County, Texas more particularly described in deed from M. W. Laird, et ux to Oren R. Harrison et ux dated February 2, 19 48, recorded in Volume 346, Page 406, Deed Records of said County.

The center line of said distribution line and telephone line shall be located across said land as follows:

Beginning at a point in GRANTOR'S North property line, said point being 890 feet East of GRANTOR'S Northwest property corner.

THENCE, South 356 feet to a proposed Texas Power and Light Company distribution dead pole and its attached guy located at pole number 017, said guy to extend 28 feet to a point of anchorage.

Retrace 28 feet to the above mentioned pole.

THENCE, Southwest at an angle of 12 degrees and 35 minutes right turn a distance of 65 feet to a proposed Texas Power and Light company distribution dead end pole and its attached guy located at pole number 018, said guy to extend North 28 feet to a point of anchorage.

Retrace 28 feet to the above mentioned pole.

THENCE, Southwest at an angle of 14 degrees and 10 minutes right turn a distance of 270 feet to a present Texas Power and Light Company distribution dead end pole and proposed guy, said guy to extend 28 feet in the same direction to a point of anchorage.

The above described property constitutes no part of my homestead

The description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction, and may relocate any of its structures along the course of said lines.

Grantees shall have the right to erect 4 poles, 0 stubs, and 4 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, improving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 2 day of December, A.D. 1975.

Mrs O R Harrison

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Mr. C. R. Harrison

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of December, A. D. 1975.

Notary Public R. M. Stroup Williamson County, Texas

THE STATE OF TEXAS

County of Williamson

I, Dick Cervenka, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 4th day of April, A. D. 1977, at 8:00 o'clock A.M., and duly recorded this the 4th day of April, A. D. 1977, at 2:35 o'clock P.M., in the

Deed Records of said County, in Vol. 664 pp. 875

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By Kathy Davis Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas

Attachment F

Wilco – U-80A – Joint Use Agreement

Not Applicable

Ms. Rebecca Pruitt
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626



4/4/2023 AGENDA ITEMS

Dear Ms. Pruitt,

The following item has been placed on the Court Agenda. An electronic copy signed by the Utility Owner has been attached to this cover letter.

- Bud Stockton Extension Discretionary Service Agreement – Oncor Electric

Once approved by the Court, please have the Judge sign in the indicated area(s). **The signed electronic copy will need to be returned to HNTB for further processing via e-mail.**

Thank you.

Best regards,

A handwritten signature in blue ink that reads "Eddie Church".

Eddie R. Church, P.E.
Project Manager

LETTER OF TRANSMITTAL

To: HNTB
101 E. Old Settlers Bld. STE 200
Round Rock, Texas 78664

Date: March 21, 2023
CobbFendley Job: 1903-099-09 Task 15
Re: Williamson County – Bud Stockton Extension

Draft Oncor Agreement Package

ATTENTION: Eddie Church

WE ARE SENDING YOU THE FOLLOWING VIA: Electronically

☐ Prints

☐ Originals

☒

Other Electronic Files

QUANTITY	
1	Bud Stockton Extension – Draft Reimbursement Agreement Package

PURPOSE OF TRANSMITTAL:

☐ For Approval

☐ As Requested

☐ For Your Use

☒ For Review & Comment

Mr. Church:
Please see the attached Oncor's Draft Agreement Package for the above project.

If you have any questions, please let me know.

Thank you,

Received

Mar 21, 2023

**HNTB Corporation
Round Rock**

Copy To File

Received By: _____
Date & Time: _____

SIGNED _____
Amanda Begg, Sr. Project Manager