

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

6.3 Agreements and Forms
Applicable: Entire Certified Service Area
Effective Date: May 1, 2023

Sheet: 5
Page 1 of 2
Revision: Two

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this 1st day of April, 2024, by Oncor Electric Delivery Company LLC ("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.

Customer has requested for the overhead facilities to be relocated at CR 163 for East Wilco Hwy Seg 2 (Formerly SE Loop Seg 2). To accommodate this request the following will need to be installed: 1 new down guy. To be removed: 1 pole, approximately 1075 linear feet of overhead conductor. For a total reimbursable cost of \$14,377.92, Company shall complete the described services in compliance with the plans and specifications as shown in Exhibit "A" attached hereto and incorporated herein.

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 execution by both Parties and continues in effect until the discretionary services described herein are complete and payment is received in full from Customer. 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 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

(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

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

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: May 1, 2023

Sheet: 5

Page 2 of 2

Revision: Two

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 pursuant to the requirements of the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

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** --

- (a) Company agrees that invoices for the work performed hereunder shall be sent to Customer at the address in Paragraph 10 above in a form reasonably acceptable to Customer's auditor upon completion by Company and acceptance by Customer, which acceptance shall not be unreasonably withheld, of the discretionary services described herein.
- (b) After reasonable investigation and to the best of its current knowledge 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, unless arising from Company's gross negligence.
- (c) Company shall use good faith efforts under its Tariff for Retail Delivery Service and in accordance with Good Utility Practice to complete the described services in compliance with the plans and specifications as shown in Exhibit "A", contingent upon weather, force majeure or other unforeseen circumstances.
- (d) Billing Amount: \$14,377.92, which includes full reimbursement for all of Company's costs, including applicable taxes. Parties agree that no additional taxes will be added to the billing amount above and beyond Company's full costs.
- (e) The following Exhibits are attached to this Agreement (select as applicable):

Exhibit "A"---Plans, Specifications and Estimated Costs
Exhibit "B"---Eligibility Ratio
Exhibit "C"---Betterment Calculation and Estimates
Exhibit "D"---Proof of Property Interest

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

ONCOR ELECTRIC DELIVERY COMPANY, LLC

BY: Ryan Kreuzer

TITLE: Utility Designer

DATE: 4/1/2024

WILLIAMSON COUNTY

BY: Valerie Covey
Bill Gravell, Jr.

TITLE: _____
County Judge

DATE: May 9, 2024

Attachment A

Plans, Specifications, and Estimated Costs

Plans:

Next page in document

Estimated Costs:

Material - \$ 538.97

Labor - \$ 13,838.95

Total - \$ 14,377.92

Attachment B

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 C

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Betterment Calculation attached.

Attachment D

Proof of Property Interest

00322
MARSHALL TENNILL, ET UX
THE STATE OF TEXAS,)
COUNTY OF WILLIAMSON.)

TO EASEMENT

TEXAS POWER & LIGHT CO

KNOW ALL MEN BY THESE PRESENTS:

That we, Marshall Tennill and wife, Mrs Ella Tennill and _ of Williamson County Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys) at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being a description of the Texas Power and Light Company's Hutto-Norman Crossing Rural Distribution Extension Lateral, (ER57APre. 68) to serve F E Browning, as now surveyed and located across the land of Marshall Tennill, in the W M Gotlin Survey, Williamson County, Texas.

Beginning at T P & L Co. existing angle pole at survey station 33 plus 23 equals 0 plus 00; thence, in a southeasterly direction along and parallel with the Southwest R/W line of a county road a distance of 4290 feet, more or less, to a point in a property line running northeast and southwest at survey station 42 plus 90. Said property line being the northwest bank of Brushy Creek. Beginning again at survey station 40 plus 90; thence

H53307e

in a northeasterly direction a distance of 25 feet, more or less to a Texas Power and Light Company guy.

Not more than 7 Poles, 0 stubs and 1 guys shall be erected along the course of said line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

To have and to hold the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves) my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hand this 15th day of March, 1937.

MARSHALL TENNILL
MRS ELLIA TENNILL

THE STATE OF TEXAS,)
COUNTY OF WILLIAMSON.)

Before me, O J Frerichs, a Notary Public in and for Williamson County, Texas, on this day personally appeared Marshall Tennill, known to me to be the person whose name is 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 15th day of March, A D 1937.

(LS) O J FRERICHS Notary Public, Williamson County, Texas.

THE STATE OF TEXAS,)
COUNTY OF WILLIAMSON.)

Before me, O J Frerichs, a Notary Public in and for Williamson County, Texas on this day personally appeared Ellia Tennill, wife of Marshall Tennill, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ellia Tennill, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 15th day of March, A D 1937.

(LS) O J FRERICHS Notary Public, Williamson County, Texas.

Filed for record April 23, 1937 at 8 o'clock A M.
Recorded April 27, 1937 at 8:50 o'clock A M.

D. L. Noble
Clerk, County Court, Williamson County, Texas.

By *Elizabeth Goerner* Deputy.