

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

**EXHIBIT****"A"****6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Page 1 of 5

**6.3.4 Discretionary Service Agreement**

This Discretionary Service Agreement ("Agreement") is made and entered into this 6<sup>th</sup> day of March, 2023, by **Oncor Electric Delivery Company, LLC** ("Company"), and **City of Round Rock** ("Customer"), 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 (the "Discretionary Services") in accordance with this Agreement.

The "Customer" has requested to relocate/modify the existing 138 kV double circuit line section between structures 13/5 to 13/11 on the Hutto Switch Station - Round Rock 138 kV Line for the purpose of constructing a proposed roadway within Oncor's existing easement. The proposed relocation will be approximately 0.8 mile of new double circuit 138 kV construction utilizing steel monopole structures. The preliminary scope of work can be seen in Exhibit A attached to this agreement and is subject to change based on the final design. This agreement includes the cost to engineer, design, survey, procure material, and install the proposed structures, conductors and hardware needed for the relocation. The existing transmission line is currently located within the boundaries of the proposed customer's development in Round Rock, TX at approximate GPS coordinates of 30°32'48.28"N by 97°36'4.40"W.

As a result of the above discretionary services and the roadway being constructed on both sides of Oncor's 138kV transmission line, The City of Round Rock at it's sole expense agrees to design and install protective TXDOT approved guardrails for the protection of Oncor's facilities within the roadway. Final guard rail design is subject to approval by Oncor Transmission Engineering.

**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 on execution by both parties and continues in effect until completion of Discretionary Services. 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, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly

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

### 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 2 of 5

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 Company  
Attn: Matthew Ponce  
777 Main Street  
Suite 1434  
Ft. Worth, Texas 7610

(b) If to Customer:

City of Round Rock  
Attn: Craig Morgan  
221 East Main Street Round  
Rock, TX 78664

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.

City of Round Rock  
Attn: Craig Morgan  
221 East Main Street Round  
Rock, TX 78664

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** – NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES HEREBY AGREE THAT: The Customer has agreed to relocate/reroute the Oncor line at their expense and the relocation is solely on right-of-way provided by the Customer on land owned by the Customer.

#### 15.1 Relocation Costs.

(a) Customer shall pay to Company the Total Costs incurred by Company in connection with providing the Discretionary Services. The term "Total Costs" shall include reasonable material costs, labor costs, taxes and tax treatment (including income, sales, or other), design, and construction contractor costs, transportation costs, overheads,

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

### 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 3 of 5

purchasing and storage expenses as well as reasonable costs, including attorney's fees, if applicable, which may be incurred in the process of obtaining final unappealable Public Utility Commission of Texas ("PUCT") approval for relocation of a portion of the Existing Line, and reasonable surveying costs. Company reserves the right to reasonably adjust and modify the Total Costs from time to time after the effective date of this Agreement by providing written notice to Customer of the same, and Customer agrees to accept and acknowledge any resulting adjustments and modifications to the Total Costs;

(b) The Total Costs under this Agreement are estimated to be **\$1,968,985** ("Estimated Costs"). The Estimated Costs are subject to adjustment by Company pursuant to Section 15.1(a). The Total Costs may be more or less than the Estimated Costs; and

(c) For the purposes of securing the performance of Customer under the terms and provisions of this Agreement, Customer shall deliver to Company, upon the execution of this Agreement by all parties, an amount equal to **\$263,250.00** ("Initial Payment") for engineering design only. The Initial Payment shall be applied to the payment of the Total Costs. The remaining **\$1,705,735.00** ("Second Payment") of the estimated costs shall be made approximately 9 months prior to the start of construction for procurement of material and labor. Company **has no obligation whatsoever to perform the Discretionary Services until Company receives payment of the Estimated Costs in full.** Within Thirty (30) days after completion of the Discretionary Services or after all associated relocation project costs have been received, Company shall deliver to Customer a statement of the Total Costs. In the event that the Total Costs exceed the Estimated Costs, Customer shall deliver final payment of said balance to Company within twenty (20) calendar days of receipt of said statement. In the event that the sum of the Initial Payment and Second Payment exceeds the Total Costs as shown on the statement, Company shall refund, without interest, said balance along with the final statement; and

(d) Customer shall provide all easements and easement modifications necessary for Company to complete the Discretionary Services on a form acceptable to Company a minimum one month prior to the commencement of the construction described hereunder. Company shall have no obligation to commence performance of the Discretionary Services, other than the Design Work, until Company has received all such easements and easement modifications. After completion of Discretionary Services, Company will release any portion or portions of the existing easement across Customer property no longer required to operate and maintain the transmission line.

(e) In the event Customer terminates this Agreement, Customer shall be responsible for the Total Costs incurred by Company hereunder prior to such termination and shall pay the same in accordance with Section 15.1(c) of this Agreement.

**15.2 Completion Date.** Customer acknowledges and agrees that certain work to be performed hereunder will require the Company to temporarily remove equipment from service in order to perform relocation activities for Customer. Such activities will require the Company to request a Planned Outage. Customer acknowledges that ERCOT has sole authority for scheduling such Planned Outage. Further, Customer acknowledges that the approval or issuance of any such Planned Outage is subject to the authority of ERCOT to cancel or reschedule such Planned Outages and to the Company's regulatory obligations and service responsibilities as an electric utility.

Company shall in good faith attempt to complete the services as soon as reasonably possible, but does not commit to a date certain for such completion.

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

### 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 4 of 5

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

#### Oncor Electric Delivery Company LLC

#### City of Round Rock

DocuSigned by:  
BY: Matthew Ponce  
46935611436D476...  
Name: Matthew Ponce  
Title: Director of Transmission Engineering  
Date: 3/9/2023

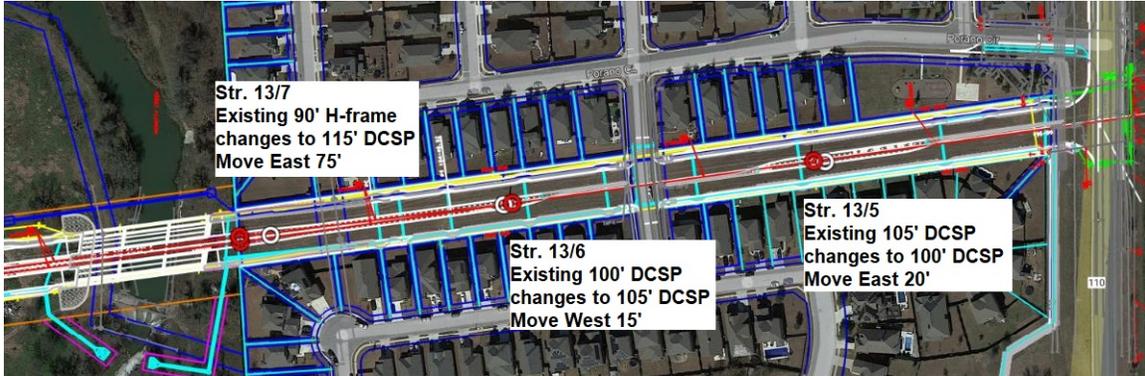
BY: \_\_\_\_\_  
Name: Craig Morgan  
Title: Mayor  
Date: \_\_\_\_\_

# Tariff for Retail Delivery Service Oncor Electric Delivery Company LLC

## 6.3 Agreements and Forms

Applicable: Entire Certified Service Area

### “Exhibit” A – East of the Bridge



### “Exhibit” B – West of the Bridge

