

Tariff for Retail Electric Delivery Service
Oncor Electric Delivery Company LLC, a Delaware Limited Liability Company

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 1 of 2

6.3.1 Facilities Extension Agreement

WR Number: 3538649

Transaction ID: 13055

This Agreement is made between City of Round Rock, hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware Limited Liability Company, hereinafter called "Company" for the extension of Company's Delivery System facilities, as hereinafter described, located at the Brushy Creek Wastewater Treatment Plant, 3939 East Palm Valley Boulevard, Round Rock, Texas 78665.

The Company has received a request for the extension of:

NON STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend Standard Delivery System facilities necessary to serve Customer's estimated maximum requested demand load requirement of 5,000 kW ("Contract kW") for the added load to 3939 East Palm Valley Boulevard. Customer understands and agrees that this contracted load cannot be moved, transferred or used as back stand capacity to other areas of Customer's electrical system.

The Delivery System facilities installed hereunder will be of the character commonly described as 14.4/24.9 Kilovolts, three phase, at 60 hertz, with reasonable variation to be allowed. Company at its discretion reserves the right to modify or reassign feeders to this facility.

Scope of Work: Company will replace Company's 2 - 2500 kVA pad mounted auto transformers with 2 - 5000 kVA pad mounted auto transformers at new location specified by Customer. Install the new second two way feed service point to ultimately serve existing 2.5 MW along with the added load of 2.5 MW. Installation of 400 ft. Of OH 3P 4/0 ACSR, on OH poles, a nova recloser and underground 4/0 on the high side and 1000Al on the load side to the PMUs. Also to install 2-5000KVA Autotransformers 24KV/12KV and 2- Primary meter units. Existing two way feed and xfms will be removed on future project WR 3400921. Customer will install or has already installed its own civil and electrical system on load side of Company's transformers & meters.

Should Customer request additional capacity, or if Customer's combined total or individual metered demand exceeds the Contract kW quantities stated above, Customer understands that a new agreement will be required and Customer agrees to pay Company for costs associated with providing such service in accordance with Company's Facilities Extension Policy.

ARTICLE I PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$360,831.92 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. Subject to provisions in Article V.

ARTICLE II 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.

ARTICLE III 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 6.1.1.1.5 Primary Service Greater Than 10 KW - Distribution, 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.

Tariff for Retail Electric Delivery Service
Oncor Electric Delivery Company LLC, a Delaware Limited Liability Company

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Page 2 of 2

ARTICLE IV – OTHER SPECIAL CONDITIONS

- i. (ii) In consideration of the investment made by Company to provide Customer with an alternate feed for a load not to exceed 5000 kW, Customer will pay to Company upon execution of this agreement the sum of \$360,831.92. Payment of said sum entitles Customer to an alternate feed for a load not to exceed 5000 kW. Should Customer request an alternate feed for a load in excess of 5000 kW or if Customer's load on the alternate feed exceeds 5000 kW, Customer understands that a new agreement for electric service will be required and customer agrees to pay company for the costs associated with providing such service in accordance with Company's Tariff for Electric Service.
- iii. Company shall provide service contracted for herein by means of two separate 24.9KV pad mounted auto transformers. The point of delivery shall be the secondary terminals of Company's pad mounted transformers. Customer shall install facilities in such a manner as to provide a split bus configuration which will not permit the parallel connection of Company's transformers at any time under any condition. Customer shall control the use of electric energy so that customer's electrical load at the point of delivery is reasonably balanced between transformers. Should company determine that customer's equipment is operating in a manner other than that permitted herein, Customer agrees to take corrective action necessary to meet aforesaid conditions of service.
- iv. Easement Requirements – All easements were provided during the initial installation of Company's facilities to serve Customer's project in 2021.
- vi. Distribution System Emergency - In the event of a Company Distribution System emergency, Company shall retain the right and responsibility to operate the Distribution System as necessary in order to maintain system integrity and reliability. Once the system emergency condition returns to normal, Customer's dual feed service will be returned to original configuration, if applicable.
- vii. Customer's Facilities 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 its agents or assignees for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.
- viii. Contract Transferability - This Agreement is non-transferable, provided that Customer may transfer its rights and obligations to any of its affiliates. Except as otherwise provided in the previous sentence, any purported assignment or transfer by Customer, including by operation of law, shall be null and void. Any new owner, tenant, lessee of Customer or new customer other than in each case to an affiliate of Customer served from Facilities covered in this Agreement must secure a separate agreement with the Company prior to receiving this Standard Service.

ACCEPTED BY COMPANY:

Oncor Electric Delivery Company LLC
a Delaware Limited Liability corporation

Oncor Representative - Signature

Oncor Representative – Printed Name

Oncor Representative - Title

Date

ACCEPTED BY CUSTOMER:

City of Round Rock

Customer Representative Signature

Customer Representative – Printed Name

Customer Representative - Title

Date