

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

EXHIBIT

A



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

6.3.1 Facilities Extension Agreement

WR Number: 25478179
Document ID:
Premise Number: 7964965
District: KRT
Region: Hutto

This Agreement is made between The 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 Delivery System facilities, as hereinafter described, to the following location 30.52889, -97.618057.

The Company has received a request for the extension of: (check all that apply)



STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customers estimated maximum demand requirement of 750 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as 277/480 volt, 3 phase, at 60 hertz, with reasonable variation to be allowed.



STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

All-electric residential lot(s)/apartment units, or

(Number of lots/units)

Electric and gas residential lot(s)/apartment units.

(Number of lots/units)

The Delivery System facilities installed hereunder will be of the character commonly described as volt, phase, at 60 hertz, with reasonable variation to be allowed.



Non-STANDARD DELIVERY SYSTEM FACILITIES

Non-Standard 750 KW alternate feed preferred scheme

Company shall extend/install the following non-standard facilities: Approximately 1200' of 3-2ACSR, 2 Intellirupter, 1 RSC Switchgear

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$389,940.88 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.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This article, Article II, applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company may, at its sole discretion, re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots, or extend the four (4) year time frame. Company will work with Customer to determine whether recalculating the CIAC is appropriate. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such non-utilization charge is due and payable within fifteen (15) days after the date of the invoice.
- c. 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.

ARTICLE III - 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.

Once any rights-of way or easements have been procured, regardless of the passage of time and the level of activity, the Company never intends to abandon any rights-of-way or easements unless the Company specifically states, in writing, the intention to do so, and the Company then takes additional specific affirmative action to effectuate the abandonment.

ARTICLE IV - 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 Primary Service Greater Than 10kW- Distribution Line, 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.

ARTICLE V - 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, or Customer's agents or assignees, for any actual or consequential damages resulting directly or indirectly from damage to such undisclosed or unknown facilities. Number of meters: 1

ARTICLE VI - 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 117 of the Texas Business & Commerce Code (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

ARTICLE VII -- OTHER SPECIAL CONDITIONS

- (i) Customer shall implement, to the extent reasonably 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.
- (ii) Customer agrees, upon Company construction completion, within 90 days to accept service by applying with a Retail Electric Provider and initiating a MOVE IN for a meter set. If meter set is not established then Customer will forfeit this agreement and will be required to resubmit their request. All capacity associated with agreement shall be available for other request.
- (iii) Customer acknowledges and agrees that in the event that (i) Customer elects not to have the Delivery System facilities installed, or (ii) the Delivery System facilities are not installed for any reason through no fault of Company, Customer agrees to reimburse Company for all costs and expenses incurred by Company in connection with this Agreement, including but not limited to costs for the equipment necessary to construct the Delivery System facilities. Such payment shall be made within 30 days of delivery by Company of documentation evidencing the amount of reimbursement due the Company.
- (iv) All easements shall be granted & conveyed to Company Prior to any of Company's facilities, equipment, or infrastructure being placed on Customer's private property.
- (v) 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 the Company 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 customer. Any discontinuation of service will require a new agreement to be executed by both parties.
- (vi) 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.
- (vii) Any Company up-line protective device exists solely for the purpose of protecting company facilities and does not exist to provide protection (either limiting fault magnitude or duration) for facilities not owned by Company.

- (viii) In no event shall on-site generation, at any time, be interconnected, or allow closed or soft transition to Company's electric distribution system. Customer must secure a Distributed Generation (DG) interconnection agreement at Customer's expense for Company to allow a closed or soft transition to Company's Electric Distribution System. Company will not energize closed transition system without an executed agreement. All emergency generation must be open transition.
- (ix) Design and Operation of Customer's Facilities –The point of service shall be the load side bushings of Company's 1 pad mounted 750KVA transformer 277/480v. Customer will not under any circumstances connect Company's circuits together. Customer Facilities shall meet all applicable federal, state, local construction, operation, and safety codes. The design of Customer's facilities is subject to Company's review as to provide safe, compatible, and reliable operation with Company's Facilities so as not to reduce or adversely impact the quality of electric service being provided by Company to all Customers. Customer is responsible for the protection of equipment owned by Customer beyond the Points of Delivery, as specified in Company's Retail Electric Delivery Tariff. Customer's relaying and protection schemes will coordinate with the Company's Facilities relaying. Customer shall provide to Company for review its one-line relay functional diagram showing all of Customer's relaying and protection schemes prior to finalizing design of those facilities. Customer shall submit, for review by Company, prior to actual modification, any proposed change in the electrical design of the Customer's Facilities to permit Company to determine any resulting effect on the operations of the Company's Facilities. The provisions of this Paragraph will remain in effect as long as the Company's Facilities are connected to the Customer's Facilities.
- (x) Company shall provide Customer Redundant Feed by means of two separate 24.9 KV feeders for metered demand not to exceed 750kw. Should Customer request an alternate feed for a load in excess of 750kW or if Customer's metered demand exceeds 750kW, 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.
- (xi) Switching restrictions- n/a
- (xii) In the event of a Company Delivery System emergency, Company shall retain the right and responsibility to operate the system as necessary in order to maintain system integrity and reliability. Once Delivery System emergency conditions return to normal, customer two-way feed service will be returned to original configuration if applicable.
- (xiii) Motor Starting Restrictions: 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 10 per Hour.
- The customer's maximum allowable motor starting kVA at this location is 1300 kVA for this percentage dip and starting rate.
- These limits are based on the present circuit configuration with service from HUTTO Feeder. We have no other offsite requirements for these motors.
- (xiv) Company and Customer agree that neither Article VI of this Agreement, nor the statutory provisions cited therein, apply to this Agreement, and by signing this Agreement Customer is making no representations or warranties under Article VI.

ACCEPTED BY COMPANY:

Oncor Electric Delivery Company LLC

Oncor Representative - Signature

Oncor Representative Printed Name

Oncor Representative - Title

Date

ACCEPTED BY CUSTOMER:

Customer / Company Name

Customer Representative Signature

Customer Representative Printed Name

Customer Representative - Title

Date