

**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 # 3540383
Transaction ID: 15184

This Discretionary Service Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and _____ City of Keller _____ ("Customer"), a _____ municipale corporation _____, 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 requested replacement of overhead facilities with underground facilities to be worked in conjunction with the Bates Street Improvement Project. Company will install 2-1/0 AL UG Loops ~800ft, 5 Pad Mount Transformers, 5 OH Riser/service poles, 3 Hand holes; and remove 8 wood poles, 660 FT OH Secondary, 200FT single phase OH, 110FT 2 phase OH and 2 Streetlights. Several existing overhead electric services will be maintained from wood structures.

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 _____ N/A _____. 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:
Larry K Baldwin 1033-30
Oncor Electric Delivery
777 Main Street, Suite 707
Fort Worth, Tx 76102

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



6.3 Agreements and Forms

Applicable: Entire Certified Service Area
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(b) If to Customer:
City of Keller
Attn: Chad Bartee
P.O. Box 770
Keller, Tx 76244

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 Keller
Attn: Chad Bartee
P.O. Box 770
Keller, Tx 76244

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) City of Keller agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

Customer to provide easement for underground facilities and all civil work. Customer to provide civil work that will be installed per Company design, specifications and approval. Customer to reimburse Company \$62,169 upon completion of the discretionary services less the removal of left in place poles encumbered by Joint Users. Said poles will be removed once all Joint Users have removed their attachments.

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

Oncor Electric Delivery Company LLC

City of Keller
Customer / Entity

Larry K. Baldwin
Signature

Signature

Larry K Baldwin
Printed Name

Printed Name

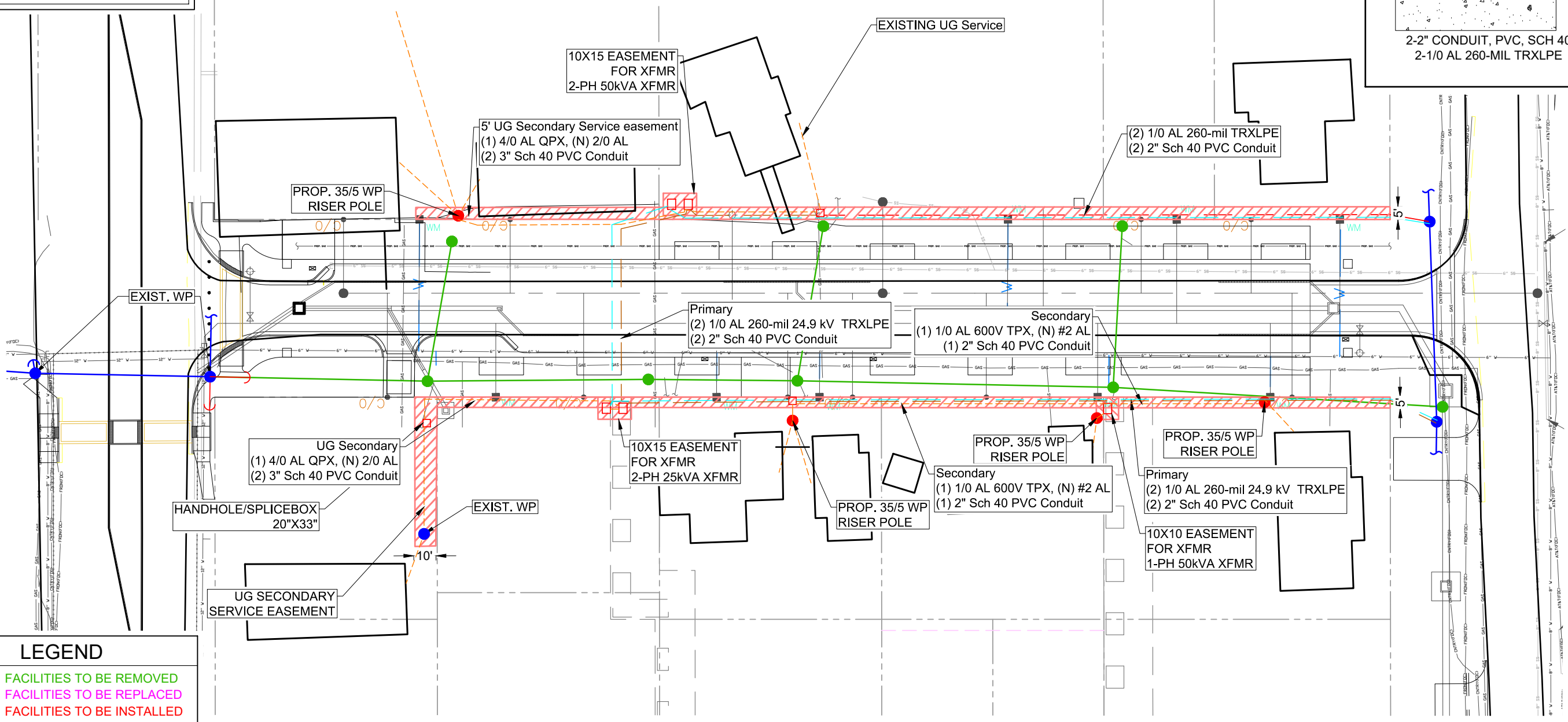
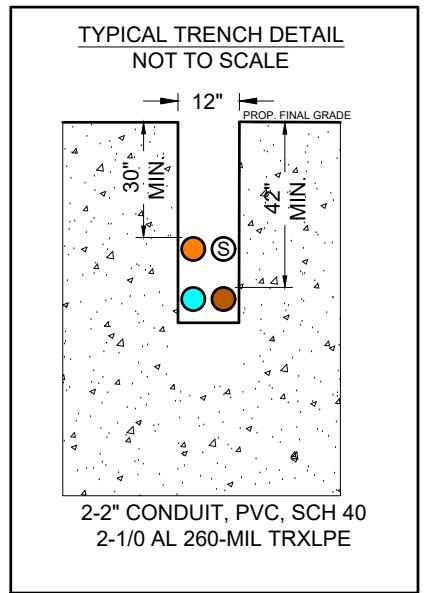
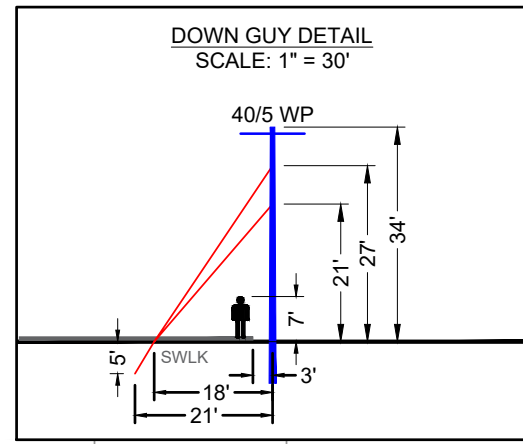
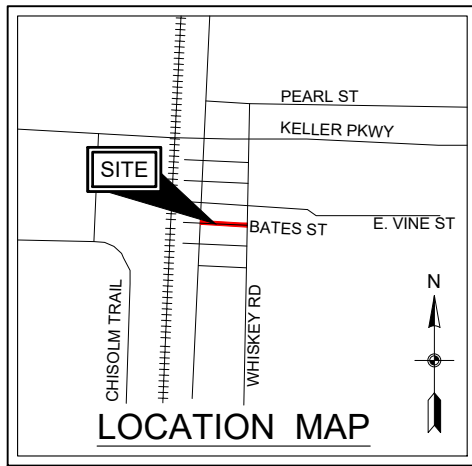
Design Coordinator
Title

Title

February 3, 2022
Date

Date

Digitally signed by Larry K. Baldwin
DN: cn=Larry K. Baldwin, o=Oncor Electric Delivery Company LLC, email=larry.baldwin@oncor.com, c=US
Date: 2022.02.03 10:30:36 -0500



LEGEND

- FACILITIES TO BE REMOVED
- FACILITIES TO BE REPLACED
- FACILITIES TO BE INSTALLED
- EXISTING FACILITIES
- ← DOWN GUY
- PROPOSED UG ELECTRIC
- PROP. UG SECONDARY
- PRIM. A PHASE
- PRIM. B PHASE
- SECONDARY
- ////// EASEMENT SPACE

PLAN
SCALE: 1" = 50'

THE INFORMATION AND GRAPHICS DEPICTED ON THIS SHEET HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE EXCAVATOR'S RESPONSIBILITY TO VERIFY AND FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO EXCAVATION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE EXCAVATOR.

NOTES:
1. MIN. 22' MID-SPAN VERTICAL CLEARANCE WILL BE MAINTAINED AT ALL TIMES.

THE INTENT OF THIS EXHIBIT IS TO PICTORIALLY SHOW THE APPROXIMATE LOCATION OF THE PROPOSED INSTALLATION. IT IS NOT INTENDED AS AN ACTUAL SURVEY. CALLS SHOWN ARE REFERENCES ONLY. NO STATEMENT IS MADE TO THE VALIDITY OF THESE CALLS.

0 25 50 FEET
1" = 50'

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DATE	04/01/2021	DWN. EL	CHK. GL	ENG. GL	APP.	APP.	W.R.	NO.	DATE	REVISION DESCRIPTION

SCALE 1"=50'

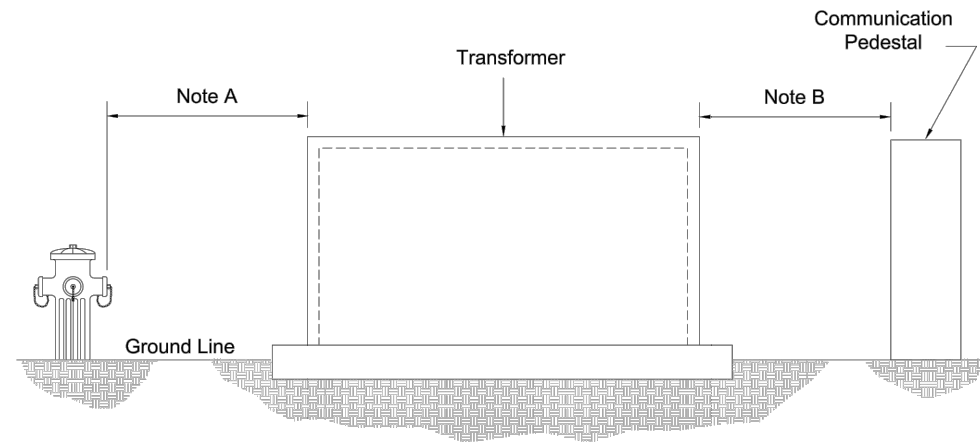
KELLER BATES ST - RELOCATION
OH/UG DESIGN EXHIBIT

Project Engineer Phone
KELLER, TX (817) 882-7793

ONCOR WR# 3540383
POWER WR# 167130
B SHEET NO 1 OF 6

Clearances of Above Ground Equipment from Foreign Utility Enclosures and Equipment

202 - 010
11 - 18



Notes:

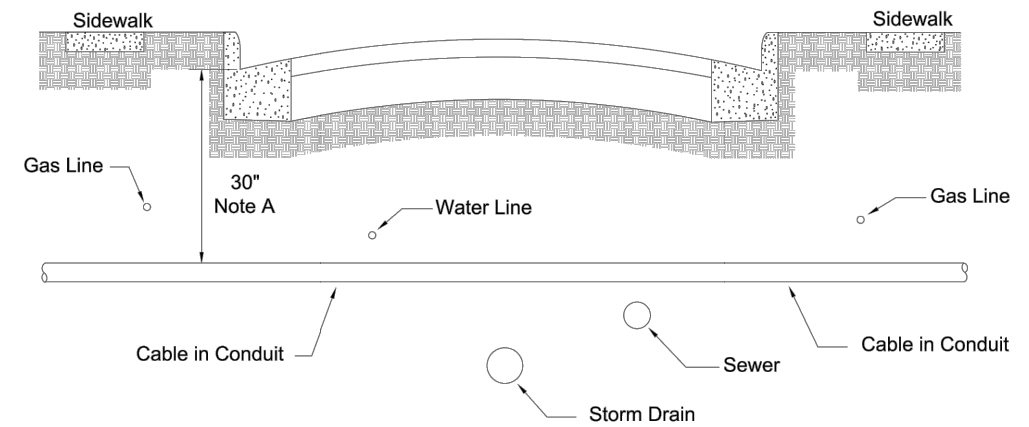
- A. Pad-mounted equipment, pedestals, and other above ground enclosures should be located not less than 4 feet from fire hydrants. Where conditions do not permit a clearance of 4 feet, a clearance of not less than 3 feet is allowed.
- B. All above ground metallic power and communication equipment (pedestals, transformer cases, apparatus cases, etc.) that are separated by a distance of 6 feet or less shall be bonded. Reference Standard 202-350 for method for providing foreign utility company equipment ground.

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Typical Cable Crossing Under Residential Street

202 - 200
11 - 18



Notes:

- A. Depth of burial below concrete shall not be less than 30 inches. Depth may be increased as required to provide clearance from other utilities.
- B. Other utilities are shown in typical locations in street. Check locally for assigned spacing of utilities.
- C. Backfill under street shall be machine tamped from 6 inches above conduit to ground level or in accordance with city requirements.

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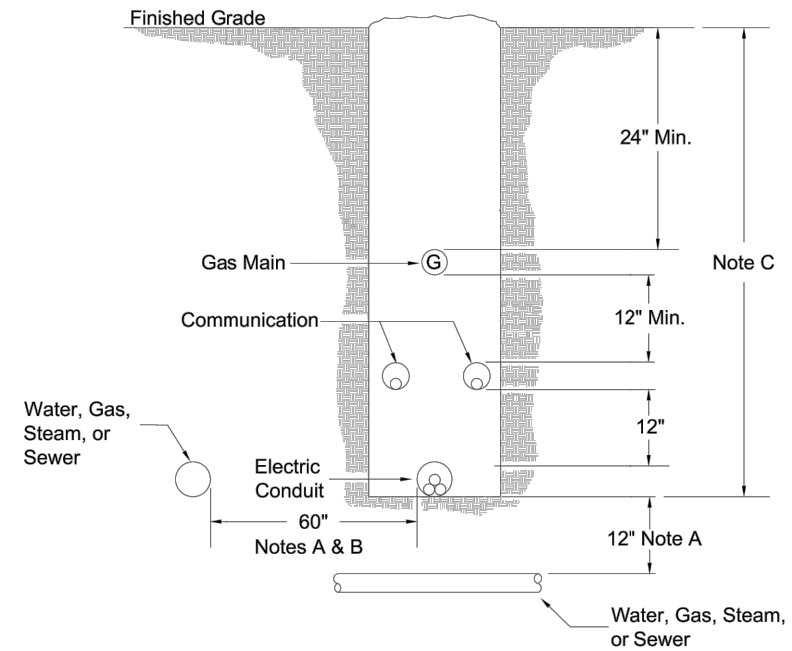
**	APP.
**	APP.
**	CH.
**	DWN.

UNIT ID	DWG TYPE	DESIGN	DATE	NO.	W.R.	REVISION DESCRIPTION
		04/01/21		0	3540383	

SCALE	N/A	DATE	04/01/2021	DWN.	EL	CHK.	GL	ENG.	GL	APP.	APP.
KELLER BATES ST - RELOCATION DETAILS EXHIBIT KELLER, TX Project Engineer Phone (817) 882-7793											

Clearance Requirements from Foreign Utilities on Private Property

202 - 400
11 - 18



Notes:

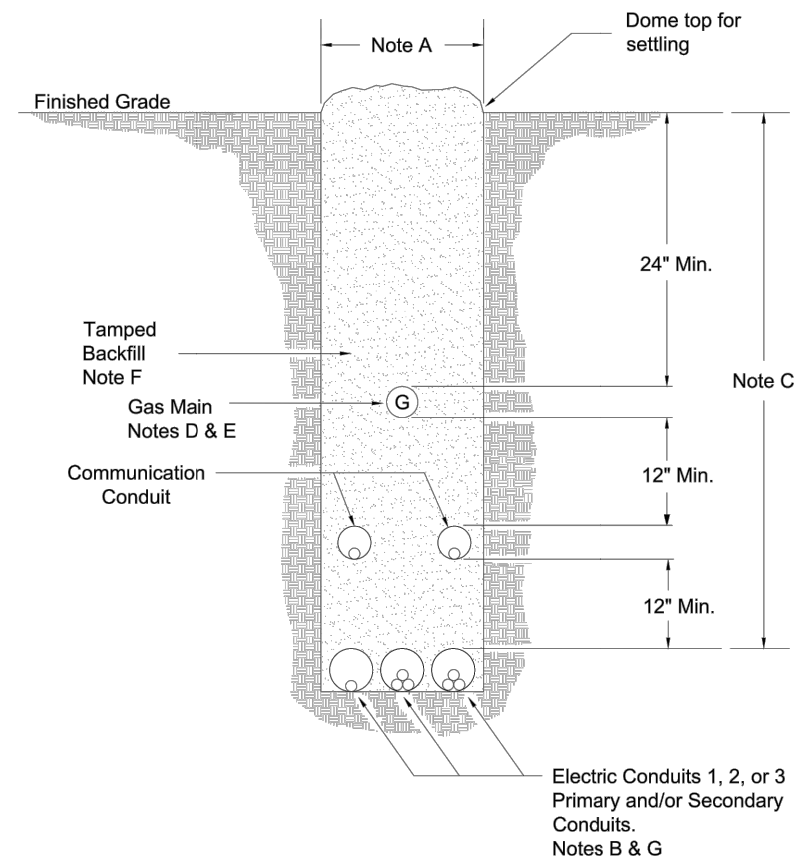
- A. Vertical crossing clearance from other utilities shall be 12 inches. A 60 inch lateral separation of paralleling foreign utilities (excluding gas and communications) shall be required. An exception would be to allow gas, telephone and/or CATV in the same ditch as company conduit system providing the NESC requirements for separation, are met or exceeded and the communications circuits are installed in conduit.
- B. It is understood that only 12 inch separation is required on public right-of-way. Personnel involved in excavation on public rights-of-way are fully aware of the hazards involved. However, excavation on private property can be done by individuals who are not likely to be fully aware of the hazards. Therefore, the 60 inch lateral separation is required to help prevent injury to personnel doing excavation on private property.
- C. Overall depth of electric conduit shall be a minimum of 48 inches plus the outside diameters of the gas pipe and communication conduit.

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Trench Requirements Joint Use Electric, Gas, and Communication

202 - 415
11 - 18



Notes:

- A. 12 inch minimum with more than one electrical supply conduit.
4 inch minimum with one electrical supply conduit (in solid rock, pipe diameter determines minimum width).
- B. Ampacities are reduced for multiple circuits in a trench. See Section 208.
- C. Overall depth of electric conduit shall be a minimum of 48 inches plus the outside diameters of the gas pipe and communication conduit.
- D. The gas line in a joint trench shall be polyethylene.
- E. When a gas line crosses under an enclosure such as a pedestal, padmount transformer or splice/pull box, it will be sleeved in a section of polyethylene or schedule 40 PVC. The sleeve will extend a minimum of 3 feet beyond the edge of the enclosure on each side. Maintain a 12 inch separation between gas line and electrical supply conduit(s).
- F. Backfill material and compaction shall meet or exceed specifications for each utility.
- G. See Section 205 for additional notes and instructions.

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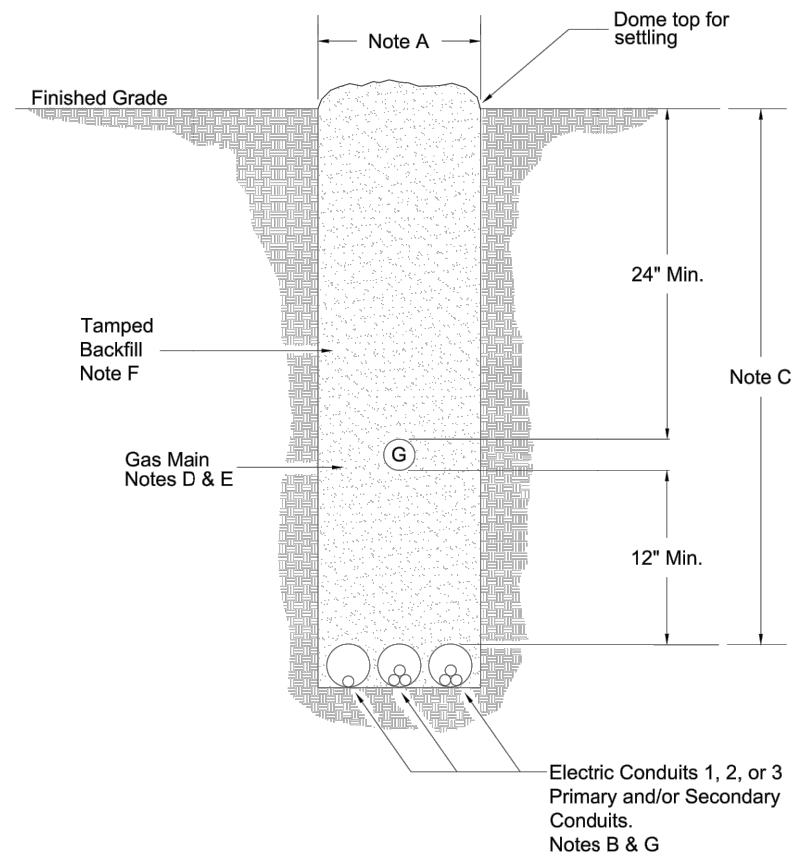
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UNIT ID	DWG TYPE	DESIGN	DATE	NO.	W/R	W/R	W/R	W/R	W/R	W/R
04/01/21	DESIGN	04/01/21	0	0	3540383	3540383	3540383	3540383	3540383	3540383
<p>KELLER BATES ST - RELOCATION DETAILS EXHIBIT</p> <p style="font-size: small;">Project Engineer Phone (817) 882-7933 KELLER, TX</p>										
DATE	DWN.	EL	CHK.	GL	ENG.	GL	APP.	APP.	APP.	APP.
04/01/2021	DWN.	EL	CHK.	GL	ENG.	GL	APP.	APP.	APP.	APP.

ONCOR WR# 3540383
POWER W# 167130
B SHEET NO 3 OF 6

Trench Requirements Joint Use
Electric and Gas

202 - 435
11 - 18



Notes:

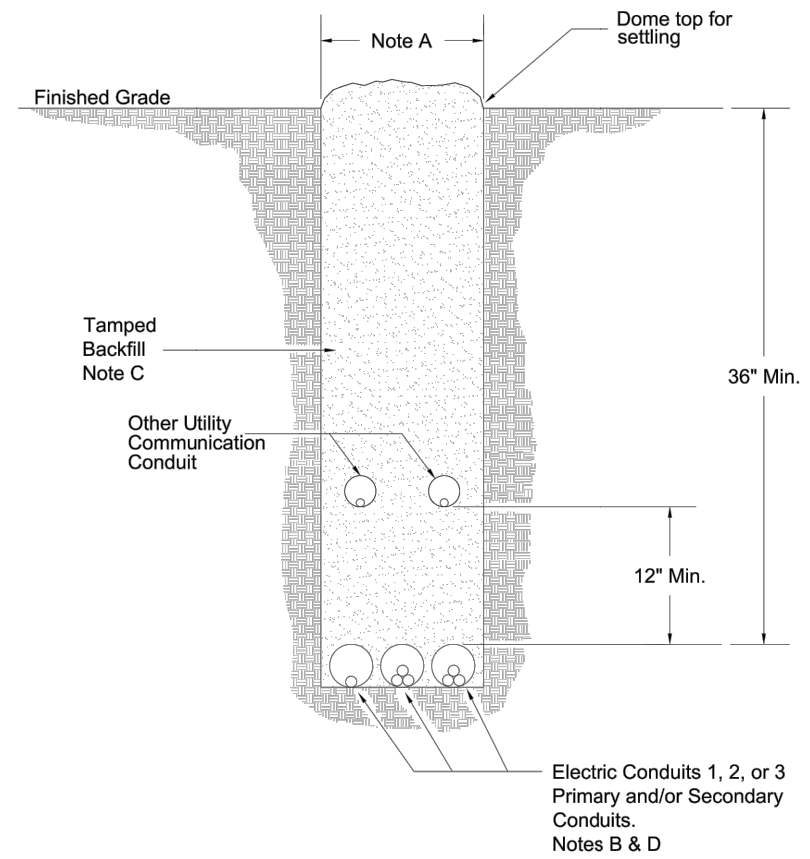
- A. 12 inch minimum with more than one electrical supply conduit.
4 inch minimum with one electrical supply conduit (in solid rock, pipe diameter determines minimum width).
- B. Ampacities are reduced for multiple circuits in a trench. See Section 208.
- C. Overall depth of electric conduit shall be a minimum of 48 inches plus the outside diameters of the gas pipe and communication conduit.
- D. The gas line in a joint trench shall be polyethylene.
- E. When a gas line crosses under an enclosure such as a pedestal, padmount transformer or splice/pull box, it will be sleeved in a section of polyethylene or schedule 40 PVC. The sleeve will extend a minimum of 3 feet beyond the edge of the enclosure on each side. Maintain a 12 inch separation between gas line and electrical supply conduit(s).
- F. Backfill material and compaction shall meet or exceed specifications for each utility.
- G. See Section 205 for additional notes and instructions.

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Trench Requirements Joint Use
Electric and Communication

202 - 450
11 - 18



Notes:

- A. 12 inch minimum with more than one electrical supply conduit.
4 inch minimum with one electrical supply conduit (in solid rock, pipe diameter determines minimum width).
- B. Ampacities are reduced for multiple circuits in a trench. See Section 208.
- C. Backfill material and compaction shall meet or exceed specifications for each utility.
- D. See Section 205 for additional notes and instructions.

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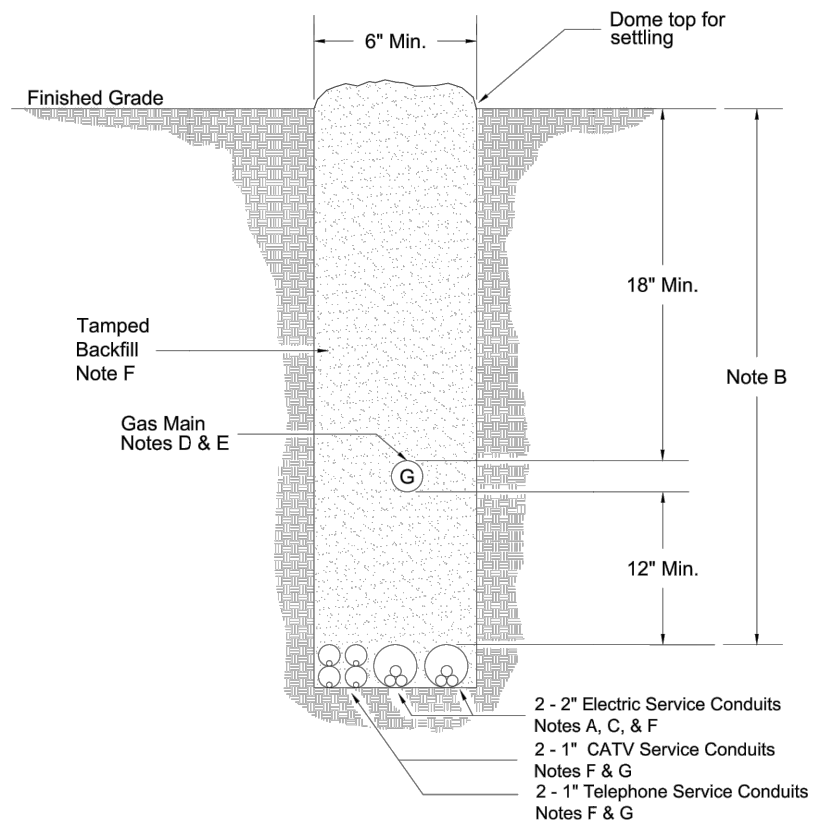
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UNIT ID	DWG TYPE	REVISION DESCRIPTION
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3540383		W/R.
		W/R.

SCALE	N/A	DATE	04/01/2021	DWN.	EL	CHK.	GL	ENG.	GL	APP.	
<p>KELLER BATES ST - RELOCATION DETAILS EXHIBIT</p> <p>KELLER, TX</p> <p>Project Engineer Phone (817) 882-7933</p>											

**Joint Service Trench
Public Property**

202 - 460
11 - 18



Notes:

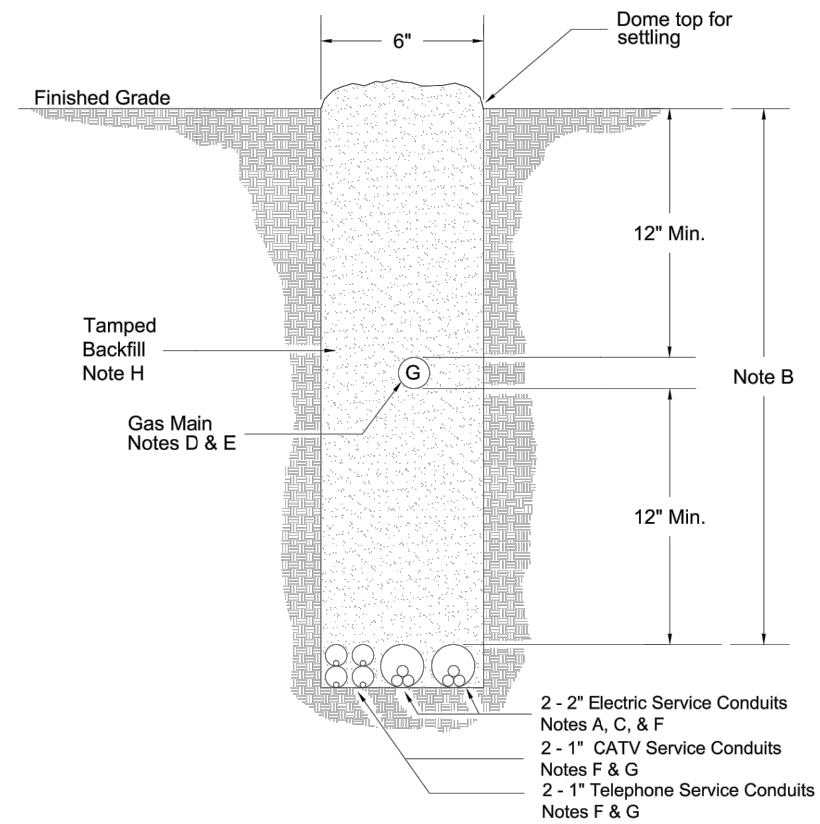
- A. Ampacities are reduced for multiple circuits in a trench. See Section 208.
- B. Overall depth of electric conduit shall be a minimum of 30 inches plus the outside diameter of the gas pipe.
- C. For 120/240 V single phase or 120/208 V and 277/480 V three phase only.
- D. The gas line in a joint trench shall be polyethylene.
- E. When a gas line crosses under an enclosure such as a pedestal, padmount transformer or splice/pull box, it will be sleeved in a section of polyethylene or schedule 40 PVC. The sleeve will extend a minimum of 3 feet beyond the edge of the enclosure on each side. Maintain a 12 inch separation between gas line and electrical supply conduit(s).
- F. Conduit is preferred on CATV and telephone services.
- G. Adequate bonding shall be provided between the supply neutral and the communication shield or sheath at intervals that should not exceed 1,000 feet. No bonding is required for entirely dielectric fiber optic communication cables.
- H. Backfill material and compaction shall meet or exceed specifications for each utility.
- I. See Section 205 for additional notes and instructions.

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**Joint Service Trench
Private Property**

202 - 465
11 - 18



Notes:

- A. Ampacities are reduced for multiple circuits in a trench. See Section 208.
- B. Overall depth of electric conduit shall be a minimum of 24 inches plus the outside diameter of the gas pipe.
- C. For 120/240 V single phase or 120/208 V and 277/480 V three phase only.
- D. The gas line in a joint trench shall be polyethylene.
- E. When a gas line crosses under an enclosure such as a pedestal, padmount transformer or splice/pull box, it will be sleeved in a section of polyethylene or schedule 40 PVC. The sleeve will extend a minimum of 3 feet beyond the edge of the enclosure on each side. Maintain a 12 inch separation between gas line and electrical supply conduit(s).
- F. Conduit is preferred on CATV and telephone services.
- G. Adequate bonding shall be provided between the supply neutral and the communication shield or sheath at intervals that should not exceed 1,000 feet. No bonding is required for entirely dielectric fiber optic communication cables.
- H. Backfill material and compaction shall meet or exceed specifications for each utility.
- I. See Section 205 for additional notes and instructions.

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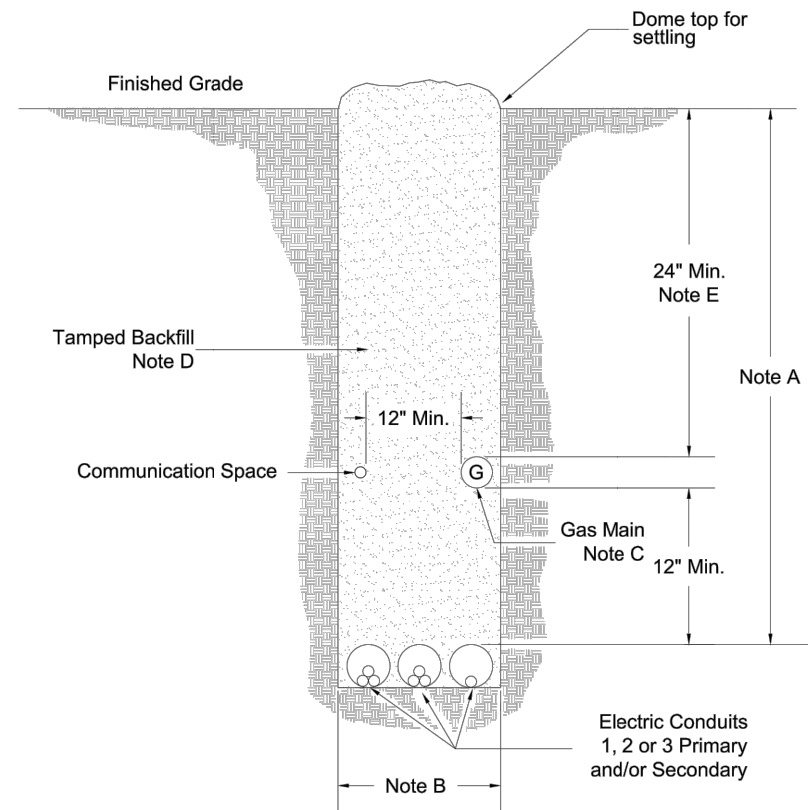
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UNIT ID	DWG TYPE	DESIGN	DATE	NO.	W.R.	REVISION DESCRIPTION
			04/01/21	0	3540383	

SCALE	N/A	DATE	04/01/2021	DWN.	EL	CHK.	GL	ENG.	GL	APP.	APP.
KELLER BATES ST - RELOCATION DETAILS EXHIBIT Project Engineer Phone (817) 882-7933 KELLER, TX											

**Joint Use Trench with
Gas, Electric, and Communication**

202 - 470
11 - 18



Notes:

- A. Overall depth of electric conduit shall be a minimum of 36 inches plus the outside diameter of the gas pipe.
- B. Trench must be wide enough to ensure 12 inch separation at all points between the gas main and communication facilities.
- C. The gas pipe shall only be placed against undisturbed soil that is free of stones and where there are no hard particles larger than 0.5 inches.
- D. Backfill material and compaction shall meet or exceed specifications for each utility.
- E. Minimum 24 inch depth to top of both gas pipe and communication facilities. Telephone service conduits shall not be placed above the gas pipe.

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UNIT ID	APP.
DWG TYPE	CH.
DESIGN	DWN.
04/01/21	DATE
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KELLER BATES ST - RELOCATION DETAILS EXHIBIT Project Engineer Phone (817) 882-7933 KELLER, TX	
APP.	APP.
APP.	APP.
ENG. GL.	ENG. GL.
CHK. GL.	CHK. GL.
DWN. EL.	DWN. EL.
DATE 04/01/2021	DATE
ONCOR WR# 3540383	ONCOR WR# 3540383
POWER W# 167130	POWER W# 167130
B SHEET NO 6 OF 6	B SHEET NO 6 OF 6