

**TARIFF FOR TRANSMISSION SERVICE  
PHASE II**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

**Tariff for Transmission Service**

**Oncor Electric Delivery Company LLC**

**1616 Woodall Rodgers Fwy  
Dallas, Texas 75202-1234**

**TARIFF FOR TRANSMISSION SERVICE  
ONCOR ELECTRIC DELIVERY COMPANY LLC**

**Contents**  
**Applicable: Wholesale Transmission Service**  
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**1.0 Utility Operations**

Oncor Electric Delivery Company LLC (“Company”) is an electric utility engaged in the transmission and distribution of electricity wholly within the State of Texas.

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**2.0 Wholesale Transmission and Related Services**  
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**2.0 Wholesale Transmission and Related Services**

All of the services provided pursuant to this Tariff for Transmission Service are available to the specified entities on a non-discriminatory basis.

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**3.0 Rate Schedules**  
**Applicable: Wholesale Transmission Service**  
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### **3.0 Rate Schedules**

#### **3.1 Rate NTS - Network Transmission Service**

##### **Application**

Applicable, on a non-discriminatory basis, to all DSPs receiving service over Company's electric facilities rated at 60 kV and above, for delivery of electric power and energy from Generation Facilities to DSPs. This rate schedule is not applicable to service offered by the Company under another rate schedule.

##### **Type of Service**

Three phase, 60 hertz, and at Company's standard transmission voltages.

##### **Monthly Charge**

Monthly charges are determined by multiplying one-twelfth of the Annual Access Rate by the monthly DSP Utility System Demand.

Annual Access Rate

\$9,506.257321 /MW

The above rate is being implemented in accordance with the Commission's interim transmission rate update provisions of Substantive Rule 25.192(h).

DSP's Utility System Demand is the average of the demand, expressed in kilowatts, of the DSP's retail load for the 15-minute interval that is coincident with the ERCOT system coincident peak demand for the months of June, July, August and September in the preceding calendar year.

##### **Payment**

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the DSP agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest shall accrue on any unpaid amount in accordance with applicable Commission Substantive Rules.

##### **Agreement**

A Transmission Service Agreement is required. The applicable Interconnection Agreement is required for DSPs directly connected to Company facilities.

##### **Notice**

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Transmission Service.

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**3.2 Rate XFMR - Wholesale Substation Service**

**Application**

Applicable, to all DSPs for transformation of electric power and energy from one of Company's standard transmission voltages to one of Company's standard voltages below 60 kV, for delivery of electric power and energy from Generation Facilities to DSPs. This rate schedule is not applicable to service offered by the Company under another rate schedule. DSPs taking service under this rate schedule are not subject to Rate DLS.

Applicable to all transformation service supplied in connection with the delivery of electric power and energy to a Point of Interconnection, measured through one meter or through separate channels of a multi-channel meter.

**Type of Service**

Three phase, 60 hertz, and at Company's standard voltages. Where service of the type desired by DSP is not already available at the Point of Interconnection, additional charges and special contract arrangements between the Company and DSP may be required prior to its being furnished.

**Monthly Rate**

Customer Charge	\$ 67.32	per Point of Interconnection
Metering Charge	\$ 286.62	per Point of Interconnection
Distribution System Charge	\$ 0.29	per kW, billed at Annual Demand (kW)

The monthly bill for Wholesale Substation Service is the sum of the Customer Charge, Metering Charge, the product of the Distribution System Charge and the DSP's Annual Demand (kW), and any applicable riders.

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

**Payment**

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the DSP agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest shall accrue on any unpaid amount in accordance with applicable Commission Substantive Rules.

**Agreement**

A Transmission Service Agreement is required. The applicable Interconnection Agreement is required.

**Notice**

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Transmission Service. DSP must also comply with Oncor's Facility Connection Requirements.

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### **3.3 Rate DLS - Wholesale Distribution Line Service**

#### **Application**

Applicable to all DSPs receiving distribution service supplied at one Point of Interconnection and measured through one meter necessary to support the transmission of energy for purposes of resale in accordance with Commission Substantive Rules 25.5, 25.191-25.199, and 25.200-25.203. This rate schedule is not applicable to service offered by the Company under another rate schedule. DSPs taking service under this rate schedule are not subject to Rate XFMR.

#### **Type of Service**

Three phase, 60 hertz, and at Company's standard primary distribution voltages (below 60 kV).

#### **Monthly Rate**

Customer Charge	\$ 63.19	per Point of Interconnection
Metering Charge	\$ 278.78	per Point of Interconnection
Distribution System Charge	\$ 0.89	per Billing kW

The monthly bill for Wholesale Distribution Line Service is the sum of the Customer Charge, Metering Charge, the product of the Distribution System Charge and the DSP's Billing kW, and any applicable riders.

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCP kW established in the 11 months preceding the current billing month (80% ratchet).

#### **Payment**

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the DSP agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest shall accrue on any unpaid amount in accordance with applicable Commission Substantive Rules.

#### **Definitions**

The NCP kW applicable under the Monthly Rate section shall be the kW supplied during the 15 minute period at maximum use during the billing month.

#### **Agreement**

A Transmission Service Agreement is required. The applicable Interconnection Agreement is required.

#### **Notice**

Service hereunder is subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Transmission Service. DSP must also comply with Oncor's Facility Connection Requirements.

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**3.4 Rate WDS - Wholesale Discretionary Services**

**Application**

Applicable to entities that are eligible to receive wholesale discretionary services provided by Company under this Tariff for Transmission Service. The service charges listed below are in addition to any other charges made under this Tariff for Transmission Service and will be applied for the appropriate condition described. Charges will be based on Company's cost, including appropriate overhead.

Rate No./Activity	Description	Pricing
WD1 Generator Interconnection Study	Studies performed by Company associated with the interconnection of a generating plant to Company's transmission system in accordance with Commission Substantive Rules and applicable ERCOT requirements, including Steady State Study, Short Circuit Study, Stability Study, and Facilities Study	As Calculated
WD 2 Facilities Relocation/Removal Study	Study performed by Company at request of Customer for the relocation/removal of Company facilities	As Calculated
WD3 Facilities Relocation/Removal	Relocation/removal of Company facilities at request of Customer	As Calculated
WD4 Operations & Maintenance Support Service (CLOSED TO NEW REQUESTS FOR SERVICE)	O&M services performed by Company on transmission and substation facilities owned by other transmission and distribution providers, including facilities that are jointly owned by Company and other transmission owners, and facilities owned by Generators	As Calculated
WD5 Power Factor Correction Facilities Installation	Power factor correction facilities installed by Company due to failure of Customer to maintain required power factor	As Calculated
WD6 Miscellaneous Transmission & Distribution Discretionary Services	Additional transmission related discretionary services, including transmission services at distribution level voltages, as requested by Customer in accordance with Commission Substantive Rules and Company's Commission-approved service regulations	As Calculated
WD7 Temporary Facilities Installation and Removal	Applicable to the construction and removal of Temporary Facilities requested by Customer, pursuant to the provisions of Section 4.5.15, below	As Calculated

**Payment**

Company must receive payment by the 35th calendar day after the date of issuance of the bill, unless the Company and the entity receiving the service agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules. Interest will accrue on any unpaid amount, calculated in accordance with applicable Commission Substantive Rules.

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**Agreement**

A Discretionary Service Agreement or Interconnection Agreement is required, whichever is applicable.

**Notice**

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**3.5 Rider WRCE – Wholesale Rate Case Expense Surcharge**

**Application**

Applicable to all DSPs receiving Wholesale Substation Service and Wholesale Distribution Line Service for recovery of rate case expenses approved in Docket No. 36530.

Rider WRCE shall remain in effect for three years from October 27, 2009.

**Monthly Surcharge**

The WRCE surcharge for each of the Company's applicable wholesale rate schedules is as follows:

<u>Rate Schedule</u>	<u>WCRE Surcharge</u>
Wholesale Substation Service	\$0.000405 per kW, billed at Annual Demand (kW)
Wholesale Distribution Line Service	\$0.001260 per Billing kW

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly (NCI) kW established in the 11 months preceding the current billing month (80% ratchet).

**Notice**

This Rate Schedule is subject to the Company's Tariff for Transmission Service and Applicable Legal Authorities.

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**3.6 Rider WRCE2 – Wholesale Rate Case Expense Surcharge 2**

**Application**

Applicable to all DSPs receiving Wholesale Substation Service and Wholesale Distribution Line Service for recovery of rate case expenses approved in Docket No. 39239.

Rider WRCE2 shall remain in effect through the end of the billing month that the approved amount of \$8,970.67 has been billed (which is estimated to be three years from January 1, 2012).

**Monthly Surcharge**

The WRCE2 surcharge for each of the Company's applicable wholesale rate schedules is as follows:

<u>Rate Schedule</u>	<u>WRCE2 Surcharge</u>
Wholesale Substation Service	\$0.000359 per kW, billed at Annual Demand (kW)
Wholesale Distribution Line Service	\$0.001123 per Billing kW

Annual Demand (kW) is the highest 15-minute kW recorded at the Point of Interconnection in the 12-month period ended with the current month.

The Billing kW applicable to the Distribution System Charge shall be the higher of the NCP kW for the current billing month or 80% of the highest monthly NCI kW established in the 11 months preceding the current billing month (80% ratchet).

**Notice**

This Rate Schedule is subject to the Company's Tariff for Transmission Service and Applicable Legal Authorities.

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## **4.0 Service Regulations and Standard Agreements**

### **4.1 Foreword**

These Service Regulations govern the supplying and taking of wholesale transmission service (either at transmission or distribution voltage level), interconnection of facilities, and discretionary services (collectively “related services”), by Customer from Company. Such Service Regulations are subject to change from time to time by Company and regulatory authorities having jurisdiction and are on file at Company's business offices and with applicable regulatory authorities. Those Customers receiving wholesale transmission service and related services from Company must also comply with Oncor’s Facility Connection Requirements.

The supplying and taking of wholesale transmission and related services is also governed by Commission Substantive Rules, including, without limitation, Substantive Rules 25.5, 25.191-25.195 and 25.197-25.203, and certain ERCOT requirements. If conflicts exist between these Service Regulations and the Commission Substantive Rules, the provisions of Commission Substantive Rules shall govern.

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## **4.2 Definitions**

The following terms, when used in this Tariff for Transmission Service, have the following definitions.

**APPLICABLE LEGAL AUTHORITIES.** A Texas or federal law, rule, regulation, or applicable ruling of the Commission or any other regulatory authority having jurisdiction, an order of a court of competent jurisdiction, or a rule, regulation, applicable ruling, procedure, protocol, guide or guideline of ERCOT, or any entity authorized by ERCOT to perform registration or settlement functions.

**COMMISSION.** The Public Utility Commission of Texas.

**COMPANY.** Oncor Electric Delivery Company LLC, its successors and assigns.

**CONTRIBUTION IN AID OF CONSTRUCTION (“CIAC”).** Payment by Customer to Company for facilities extensions, upgrades, or expansions in excess of allowable expenditures, or for nonstandard service facilities, removals or relocations. To the extent that the CAIC payment is considered taxable revenue to the Company, it shall include an amount equal to the Company’s tax liability. The CIAC payment shall also include an amount to recover franchise fees where applicable.

**CUSTOMER.** A DSP, TSP, or Generator that receives service over Company’s electric facilities at transmission or distribution voltages or is an applicant for such service under this Tariff for Transmission Service.

**ELECTRICAL INSTALLATION.** All conductors, equipment, or apparatus of any kind on Customer’s side of the Point of Interconnection, except Company’s metering equipment, used by Customer in taking service under one of Company’s rate schedules set forth in this Tariff for Transmission Service.

**DISTRIBUTION FACILITIES.** Facilities used to provide wholesale transmission service at distribution voltage.

**DISTRIBUTION SERVICE PROVIDER (“DSP”).** An electric utility, municipally owned utility, or electric cooperative, as those terms are defined in the TEXAS UTILITIES CODE, that owns or operates for compensation in this state equipment or facilities that are used for the distribution of electricity to retail customers.

**DISTRIBUTION SYSTEM.** Company’s primary voltage conductors, transformers, switchgear, connection enclosures, and other associated equipment used to provide wholesale transmission service, all operated at voltages less than 60 kV.

**ERCOT.** The Electric Reliability Council of Texas, or such other organization certified by the Commission to perform the functions prescribed by Texas Utilities Code Section 39.151.

**EXEMPT WHOLESALE GENERATOR (“EWG”).** A person who is engaged directly or indirectly through one or more affiliates exclusively in the business of owning or operating all or part of a facility for generating electric energy and selling electric energy at wholesale who does not own a facility for the transmission of electricity, other than an essential interconnecting transmission facility necessary to effect a sale of electric energy at wholesale, and who is in compliance with the registration requirements of Commission Substantive Rule § 25.105.

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**FACILITY CONNECTION REQUIREMENTS.** Requirements for connecting with Company's transmission system that are reflected in the current versions of Oncor Standard 500-250 Guideline – Facility Connection Requirements for Radial Points of Interconnection at Transmission Voltages with Utilities; Oncor Standard 500-251 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltage with Retail Customers; Oncor Standard 500-252 Guideline – Facility Connection Requirements for Bi-Directional Points of Interconnection at Transmission Voltages with Electric Utilities; Oncor Standard 500-523 Guideline – Facility Connection Requirements for Points of Interconnection at Transmission Voltages with Generators; and in any other facility connection requirements adopted by Company subsequent to the approval of this Tariff if required by NERC, Texas Reliability Entity, or ERCOT and in any amendments to the facility connection requirements identified in this definition adopted subsequent to the approval of this Tariff if required by NERC, Texas Reliability Entity, or ERCOT. These Standards are available on Company's website.

**GENERATION FACILITIES.** As used in this tariff, Generation Facilities are facilities owned by an entity that is an EWG, Power Generation Company, or QF.

**GENERATOR.** As used in this tariff, a Generator is an entity that is an EWG, Power Generation Company, or QF as those terms are defined in this tariff.

**INSTRUMENT TRANSFORMER.** A current or voltage potential device necessary in the metering of Customer's load.

**KILOVOLT.** 1000 volts, abbreviated kV.

**KILOWATT.** 1000 watts, abbreviated kW.

**MEGAWATT.** 1000 kilowatts, abbreviated MW.

**METER.** A device, or devices, together with any required auxiliary equipment, for measuring power and energy. If a device that measures power and energy has multiple channels, then each channel that measures power and energy is considered a separate Meter.

**POINT OF INTERCONNECTION.** The point where Company's conductors are connected to Customer's conductors. If there are multiple points where Company's conductors are connected to DSP's conductors, each point where Company's conductors are connected to DSP's conductors is a separate Point of Interconnection for billing purposes under Rate XFMR or Rate DLS.

**POWER.** The rate at which electric energy is provided for doing work. The electrical unit of power is the watt, or kilowatt.

**POWER FACTOR.** The ratio of real power, in kilowatts, to apparent power, in kilovolt amperes, for any given load and time, generally expressed as a percentage ratio.

**POWER GENERATION COMPANY.** A person that (a) generates electricity that is intended to be sold at wholesale; (b) does not own a transmission or distribution facility in Texas, other than an essential interconnecting facility, a facility not dedicated to public use, or a facility otherwise excluded from the definition of "electric utility" contained in Section 25.5 of the Commission's Substantive Rules; and (c) does not have a certificated service area, although its affiliated electric utility or transmission and distribution utility may have a certificated area.

**QUALIFYING FACILITY ("QF").** A qualifying cogenerator as defined by 16 U.S.C. § 796(18)(C) or a qualifying small power producer as defined by 16 U.S.C. § 796(17)(D).

**RATE SCHEDULE.** A statement of the method of determining charges for a service, including the conditions under which such method applies, set forth in Section 3 of this Tariff for Transmission Service.

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**TRANSMISSION SERVICE PROVIDER (“TSP”).** An electric utility, municipally-owned utility, or electric cooperative, as defined in the Texas Utilities Code, that owns or operates facilities used for the transmission of electricity.

**WATT.** The rate at which electric power is provided to do work. One watt is the power represented by current having a component of one ampere in phase with and under a pressure of one volt.

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### **4.3 Wholesale Transmission and Related Services**

#### **4.3.1 Availability of Service**

Customer requests for wholesale transmission service and related services of the character and type provided by Company are granted under Commission Substantive Rules, the applicable rate schedule for such service, the Facility Connection Requirements, and these Service Regulations, taking into consideration the availability of Company facilities and the characteristics of Customer's Electrical Installation and electrical load.

##### **4.3.1.1 Interconnection Arrangements**

Interconnection of facilities includes interconnections with Customers at transmission voltages and distribution voltages. An Interconnection Agreement is required for interconnection with Company's facilities.

Company may require special contractual arrangements, which may include additional charges, prior to Company's providing service if the service requested by Customer is not available at the service location or is other than that which Company usually provides.

##### **4.3.1.2 Company's Standard Transmission and Distribution Voltages**

Company provides wholesale transmission and related services at Company's standard transmission and distribution voltages and not all standard voltages are available at every location.

**Standard Transmission Voltages:**

*Three Phase (Volts)*  
69000  
138000  
345000

**Standard Distribution Voltages:**

*Three Phase (Volts)*  
7200/12470  
7620/13200  
12470/21600  
12470  
13200  
14400/24940  
19920/34500  
34500

#### **4.3.2 Metering for Service to Generation Facilities**

All meters are furnished, installed and maintained by Company as required by Commission Substantive Rules and ERCOT requirements. Generator provides space, without cost to Company, which is suitable for installation of Company's meter and metering equipment. No metering equipment may be by-passed for any reason, without prior approval of Company.

#### **4.3.3 Metering for Service to DSPs**

Meters at DSP's distribution voltage Points of Interconnection that are used for Company's billing purposes under Rate XFMR and Rate DLS may be owned by DSP or the Company, as agreed by the DSP and Company. The meter must be able to provide 15 minute interval data to Company electronically or have the ability to be interrogated by the Company.

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**4.3.4 Location of Meter**

Meters and associated equipment are installed in a location suitable to Company and in such a way that a clear working space is provided on all sides. All meter locations should be as near as possible to the Point of Interconnection. Meters may not be installed in any hazardous location. Customer shall provide Company access to the meter at all times.

**4.3.5 Testing of Meter**

Upon Customer's request, Company will test the accuracy of the Company-owned meter during normal working hours at a time convenient to Customer if Customer desires to observe the test. The meter may be tested at either Customer's premises or Company test facility at Company's discretion. Following any such requested test, Customer will be advised of the date of removal of the meter, the date of the test, and the result of the test. The test will be free of charge if the meter is found to be outside of the accuracy standards established by the American National Standards Institute, Inc. Otherwise, Customer will be required to pay for the meter testing in accordance with Rate WDS - Wholesale Discretionary Services.

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#### **4.4 Providing Wholesale Transmission and Related Services**

##### **4.4.1 Continuity and Quality of Service**

Company uses reasonable diligence to provide continuous service but Company does not guarantee against irregularities or interruptions, it being understood that occasional irregularities and interruptions are inevitable. Customer is responsible for installing and maintaining protective devices in accordance with Company's Facility Connection Requirements and the applicable Interconnection Agreement, and such other devices as are necessary to protect Customer's equipment during fault conditions or irregular or interrupted service including, but not limited to voltage and wave form irregularities, or the failure of part or all of the service. Company will provide a copy of those Facility Connection Requirements to Customer upon request. In those instances where (a) Customer experiences irregularities or interruptions to all or part of the service of an undetermined cause, (b) the report of same to Company prompts an investigation at the Customer's request, and (c) it is determined that the interruption or irregularity resulted from Customer's electrical facilities, Company may charge Customer an amount based on the cost to Company for such an investigation.

###### **4.4.1.1 Interruption of Service**

Company may without liability to Customer interrupt wholesale transmission and related services to Customer when, in Company's sole judgment, such interruption:

- a) Will prevent or alleviate an emergency threatening to disrupt the operation of Company's electric system, or
- b) Will lessen or remove possible danger to life or property, or
- c) Will aid in the restoration of wholesale transmission or related services, or
- d) Is required to make necessary repairs to, tests of, or changes in Company's facilities, or
- e) When such interruption is authorized elsewhere in this Tariff for Transmission Service.

To the extent required by Commission Substantive Rules, notice of such interruption will be given in accordance with such rules.

##### **4.4.2 Liability and Responsibility for Damage or Injury and Disclaimer of Warranties**

###### **4.4.2.1 Liability and Responsibility**

The rights and obligations of Company and Customer with regard to indemnification and liability are governed by Commission Substantive Rule 25.202 and this Tariff for Transmission Service. Company is responsible for the design, installation, operation, and maintenance of its facilities up to and including the Point of Interconnection, except as provided elsewhere in this Tariff for Transmission Service or in the Interconnection Agreement or other agreement between Customer and Company. Customer is responsible for the design, installation, operation, and maintenance of facilities beyond the Point of Interconnection, except as provided elsewhere in this Tariff for Transmission Service or in the Interconnection Agreement or other agreement between Customer and Company. Company may perform voluntary or emergency acts to facilities that are the responsibility of the Customer, but shall have no liability for damages or injuries resulting from said acts except to the extent that said damages or injuries are proximately caused by acts or omissions of the Company which are found to be wanton or willful with the intent to cause injury.

###### **4.4.2.2 Disclaimer of Warranties**

COMPANY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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**4.4.3 Customer Complaints**

All Customer complaints concerning the provision of service shall be handled in accordance with the Alternative Dispute Resolution procedures specified in Section 25.203 of the Commission's Substantive Rules, to the extent applicable.

**4.4.4 Location of Point of Interconnection**

Customer's installation must be arranged so that the location of the Point of Interconnection is acceptable to Company, taking into consideration the location of existing Company facilities, the construction needed to connect Customer to Company system, the Company's Facility Connection Requirements, and safety considerations.

Any change from the Company-designated Point of Interconnection is subject to payment by Customer based on any added costs to reach the new designated point.

**4.4.5 Space Requirements**

Customer grants to or secures for Company, at Customer's expense, any rights-of-way on property owned or controlled by Customer that are necessary to provide service to Customer. If assistance is requested by Company, Customer will assist Company in securing rights-of-way on property not owned or controlled by Customer if Company's having access to that property is necessary to provide service to Customer.

Customer provides, without cost to Company, suitable space on Customer's premises for the installation of facilities necessary to provide service to Customer. Customer shall provide Company access at all reasonable hours to Company's facilities located on Customer's premises.

**4.4.6 Standard Facilities**

Company provides standard wholesale transmission and related services, in accordance with Commission Substantive Rules, Company's Facility Connection Requirements, and applicable ERCOT requirements, utilizing an overhead radial circuit on wood poles (unless in Company's sole judgment, other construction is appropriate) to Customer, at one Point of Interconnection, with one meter, at one of Company's standard voltages at a frequency of 60 Hertz, and such voltage and frequency may have a variation.

**4.4.6.1 Standard Allowance**

DSP will pay to Company prior to construction, pursuant to 4.4.6.2 below, a Contribution in Aid of Construction ("CIAC") for any amount that is in excess of the Standard Allowance associated with Company's construction of Distribution Facilities. Standard Allowance equals the Standard Allowance Factor of \$79/kW times the kW Demand as defined below.

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**4.4.6.2 CIAC Determination for Standard Facilities**

For DSPs taking service at voltages below 60 kV at a new or existing Point of Interconnection, DSP will pay a CIAC prior to the construction of facilities if the Direct Cost of the Distribution Facilities necessary to serve DSP exceeds the Standard Allowance for the DSP's load. Such CIAC will be determined as follows:

CIAC Amount = Direct Cost – Standard Allowance + Company's Tax Liability + Applicable Franchise Fees

**Direct Cost** - An estimate of all expenditures for Distribution Facilities deemed necessary by Company to provide service to a new Point of Interconnection or to upgrade facilities associated with an existing Point of Interconnection. This includes all costs of Distribution Facilities solely used to serve the DSP as well as a prorated portion of the costs of Distribution Facilities that jointly serve the DSP and other wholesale or retail customers. The cost associated with those facilities used to serve other retail and wholesale customers will be prorated by an amount equal to the projected load of the DSP on such facilities during the calendar year in which the construction of such Distribution Facilities is projected to be completed, divided by the total projected load on such facilities in the same year. The Direct Costs of those facilities used to serve both the DSP and other wholesale and retail customers will be grouped by facilities with common capacity ratings that are contiguous. A single prorating factor will be developed for each of these groups of facilities. Such prorating factor may vary for each of these groups of facilities. This cost does not include the costs of Distribution Facilities that will jointly serve the DSP and others to the extent that Company anticipates such costs will be necessary to meet load growth, other than that of the DSP, projected to occur within two (2) years.

**kW Demand** – For new Points of Interconnection, the value shall be the projected peak DSP 15 minute interval demand that the Distribution Facilities are designed to serve less the Load Transfer Demand, as defined below. For existing Points of Interconnection, the kW Demand shall be determined as follows:

kW Demand = New Contract Demand – Previous Contract Demand – Load Transfer Demand

Previous Contract Demand – Initially, the Previous Contract Demand shall be equal to the DSP's highest 15 minute interval demand occurring during the test year upon which Rate XFMR and Rate DLS were established. A Previous Contract Demand shall be determined for both the period May through October ("Summer Months") and the period November through April ("Winter Months") and shall be documented by an amendment to the Transmission Service Agreement.

New Contract Demand – The DSP's highest 15 minute interval demand projected to occur during the calendar year in which the construction of the Distribution Facilities associated with the Direct Costs is projected to be completed. Such New Contract Demand will also include the Load Transfer Demand, as defined below. When it is determined by Company that Direct Costs will be incurred, a New Contract Demand shall be determined for both the Summer Months and the Winter Months, and shall be documented by an amendment to the Transmission Service Agreement.

Load Transfer Demand – For loads that are being transferred from an existing Point of Interconnection, such demand shall be the highest demand of the load that is projected to occur during the calendar year in which the Distribution Facilities are projected to be completed. Such Load Transfer Demand shall be determined for both Summer Months and Winter Months.

For purposes of determining the kW Demand, if the projected loads on Company's Distribution Facilities during the Summer Months create the need for an upgrade of such facilities, then the DSP's

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Previous Contract Demand, New Contract Demand, and Load Transfer Demand for the Summer Months shall be used. Likewise, if the projected loads on Company's Distribution Facilities during the Winter Months create the need for an upgrade of such facilities, then the DSP's Previous Contract Demand, New Contract Demand, and Load Transfer Demand for the Winter Months shall be used.

**4.4.7 Non-Standard Facilities**

Non-standard facilities include service through more than one Point of Interconnection, redundant facilities, facilities to serve load transferred from one Point of Interconnection to another Point of Interconnection where Company determines that its costs to serve such load at the existing Point of Interconnection are lower than its costs associated with serving such load at another Point of Interconnection, and facilities in excess of those normally provided by Company in comparable situations.

If Company provides non-standard facilities, Customer shall pay to Company a Contribution in Aid of Construction prior to the construction of such non-standard facilities, equal to the total estimated cost of such facilities. Such payment will include amounts to recover the Company's federal income tax liability associated with such payment and any applicable franchise fees associated with such payment. The provision of and payment for Non-Standard Facilities will be addressed in either a Discretionary Service Agreement or an Interconnection Agreement.

**4.4.8 Deposits or Other Security**

Customer may be required to pay Company a deposit, or provide other means of security, in accordance with Commission Substantive Rule 25.195 or its successor.

**4.4.9 Installation and Maintenance of Facilities**

Customer will design, construct, operate, and maintain its facilities in accordance with Company's Facility Connection Requirements. Company will make a copy of those Requirements available to Customer upon request.

Company owns all electric lines and equipment on Company's side of the Point of Interconnection and Customer shall not tamper or interfere therewith. Company may require Customer to install auxiliary metering equipment, furnished by Company, in conjunction with Customer's Electrical Installation.

Company installs all electric lines and equipment on Company's side of the Point of Interconnection. Only personnel authorized by Company are permitted to make, energize, or de-energize connections to Company facilities.

Company and Customer will, at their own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for liabilities related to, the electric lines and related facilities which they now or hereafter may own located at or connected to each Point of Interconnection, unless otherwise specified in an Interconnection Agreement. Maintenance by Company or Customer that will cause a deviation from normal power and energy flow at a Point of Interconnection will be scheduled in accordance with the procedures adopted by ERCOT. No changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Company and Customer except as otherwise provided herein or in the Interconnection Agreement. Customer will coordinate the protective devices of the lines and facilities it owns and operates that are interconnected with Company's system with the protective devices of Company's system.

**4.4.10 Protection of Company's Facilities On Customer's Premises**

Customer must use reasonable diligence to protect Company facilities on Customer's premises and to permit only personnel authorized by Company or by law to have access to such facilities.

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In the event of loss of, or damage to, Company facilities on Customer's premises caused by or arising out of carelessness, neglect, or misuse by Customer or unauthorized persons, Company may require Customer to reimburse Company for the cost of such loss or damage.

**4.4.11 Admittance to Customer's Premises**

Customer shall admit to Customer's premises at all reasonable hours personnel authorized by Company to inspect, install, remove, or replace Company's property and to perform other activities as necessary in providing transmission service.

**4.4.12 Removal and Relocation of Company's Facilities**

Company may remove or relocate Company facilities at Customer's request, and Customer will pay a Contribution in Aid of Construction equal to the total cost of removing or relocating such facilities.

**4.4.13 Dismantling of Company's Facilities**

Company may, upon discontinuation of service to Customer, dismantle and remove all lines, equipment, apparatus, or other facilities that Company may have installed to provide service to Customer. Company may, however, abandon in place, in whole or in part, its lines and equipment in lieu of removing such facilities.

**4.4.14 Attachments to Company's Facilities**

Company does not permit any attachments (such as wires, ropes, signs, banners, or radio equipment) to Company facilities by others except when authorized in writing by Company.

Company may without notice and without liability remove unauthorized attachments to Company facilities.

**4.4.15 Temporary Facilities**

Temporary facilities are those facilities provided by Company to Customer for a single, continuous period of time that is less than twelve consecutive months, except that temporary facilities provided in connection with the delivery of construction power over a continuous period of time in excess of twelve months are considered to be temporary facilities.

Customer will pay to the Company prior to the Company's constructing temporary facilities an amount equal to the estimated cost of installing and removing such facilities, plus the estimated cost of materials to be used that are unsalvageable after removal of the installation. Such payment will also include amounts to recover the Company's federal income tax liability associated with such payment and any applicable franchise fees associated with such payment.

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## **4.5 Obtaining Service**

### **4.5.1 Application for Service**

Customer is required to make written application, in accordance with Commission Substantive Rules, to obtain service. Any Customer taking service from Company, in consideration of the Company's supplying service, is bound by these Service Regulations and is liable to Company for payment for such service under the applicable rate schedule.

Application for service must be in the legal name of Customer. Company may require suitable identification.

When there is a change in responsibility for payment of bills, a new application for service is required.

### **4.5.2 Service Agreement**

Following the approval of a request for service, the Company will tender to the Customer a service agreement that defines the service arrangements particular to the Customer and utilizes the applicable agreement form contained in Section 4.10. That service agreement must be executed and returned to the Company prior to the initiation of the approved service.

Service agreements inure to the benefit of and are binding upon the respective heirs, legal representatives, successors and assigns of the parties thereto, but are voluntarily assignable by any party only with the written consent of the other(s) and subject to applicable laws and Commission Substantive Rules, except that Company may, without Customer's consent, assign any service agreement to any person or corporation in any lawful way acquiring or operating all or any part of Company's facilities used in supplying service under such agreement.

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## **4.6 Use of Wholesale Transmission and Related Services**

### **4.6.1 Limitations On Use of Service**

#### **4.6.1.1 Intrastate Wholesale Transmission Service Limitations**

Company does not provide service to Customer where any part of Customer's Electrical Installation is located outside the State of Texas or is connected directly or indirectly to any other electric lines, all or part of which are located outside the State of Texas, other than through certain high-voltage interconnections constructed under orders of the Federal Energy Regulatory Commission.

#### **4.6.1.2 Parallel Operation**

Customer may not connect its lines to another source of electric energy in a manner that may permit electric energy to flow into Company's system from such source without written agreement with Company. Additionally, the Customer's electrical facility shall not be configured in such a manner as to allow the paralleling of two electrical nodes of the Company's system without written agreement of the Company.

### **4.6.2 Customer's Electrical Systems**

#### **4.6.2.1 Load Balance**

Company requires Customer to control the use of electric energy so that Customer's electrical load at the Point of Interconnection presents a reasonably balanced 3 phase impedance to the Company's system. The determination of reasonableness shall be consistent with good utility practice as defined in Commission Substantive Rules.

#### **4.6.2.2 Electrical Disturbances**

Customer agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of its transmission and/or distribution system and related facilities so as to reasonably minimize the effects of electrical equipment that may produce disruptions (including but not limited to, voltage fluctuations, interference or distorted wave forms) on Company's system. It is the Customer's sole responsibility to provide and install, or cause to be provided and installed, the necessary facilities to limit the adverse effects of said disruptions that may adversely affect the operation of computers, communication equipment, electronic control devices, etc. on Customer's system. Company may require Customer to provide at Customer's expense suitable apparatus to limit the effect of such disruptions caused by electric equipment on Customer's system or connected to Customer's system where the electric equipment producing such disruptions adversely affects Company's system or the service provided by Company to other Customers.

#### **4.6.2.3 Change in DSP's Electrical Load**

DSP shall provide annual written notice to ERCOT of its forecasted peak summer and winter loads for each Point of Interconnection in accordance with applicable ERCOT requirements to enable Company to ensure that its facilities are adequate. In those instances where DSP has load connected via radial interconnection with Company's system, DSP shall provide advance written notification to Company when DSP's load is expected to change substantially from the load forecast provided to ERCOT. Company shall have no obligation to plan its facilities to serve load in excess of the load forecasted by DSP, and Company may hold DSP liable for any damage to Company's facilities resulting from the use of service in excess of such maximum. Company's plan to serve DSP's forecasted load may require a Contribution in Aid of Construction pursuant to Section 4.5.6.2 for Standard Facilities or Section 4.5.7 for Non-Standard Facilities.

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**4.6.2.4 Power Factor**

Customer shall meet the power factor requirements of ERCOT and the Commission for all Points of Interconnection. If Customer does not meet such requirements, the Company will have the right to require Customer to install appropriate equipment to maintain a power factor of not less than the value prescribed by ERCOT and the Commission,, or at Company's option, to reimburse Company for the resulting expense to install equipment necessary to compensate for the power factor deficiency.

**4.6.3 Tampering With Company's Equipment or Other Property**

No Company equipment or other property, whether on Customer's premises or elsewhere, is to be tampered with or interfered with for any reason. Company is not liable for injury to Customer, Customer's employees, or others resulting from tampering with or attempting to repair or maintain any of Company's facilities, and Customer agrees to indemnify and hold Company harmless therefrom.

**4.6.4 Unauthorized Use of Service**

Unauthorized use of any service covered by this Tariff for Transmission Service shall be governed by the provisions of Commission Substantive Rules 25.191, 25.195, 25.198, 25.200, and-25.202 including without limitation Commission Substantive Rule 25.203 pertaining to Alternative Dispute Resolution.

In the event of use or evidence of attempted use of Company's facilities, without Company's authorization, whether by tampering with Company's equipment or by any other means, transmission service may be discontinued by Company. Customer may be required to pay all charges, including the following, before service is resumed.

**4.6.4.1 Charges for Unauthorized Use of Service**

- a) The charge for the estimated amount of service used without Company authorization which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists or is considered unreliable, service may be estimated on the basis of usage levels of similar customers and under similar conditions;
- b) The cost of replacement or repair of any damaged equipment; and
- c) The cost of installing protective facilities or of relocation of meter, if determined necessary by Company.

**4.6.5 Transfer of Electrical Load Between Points of Interconnection**

Customer shall obtain authorization from Company prior to transfer of load from any Point of Interconnection to another Point of Interconnection connected via radial interconnection, unless such transfer is the result of an emergency condition that threatens to endanger persons or property, in which case, Customer shall notify Company of such transfer as soon thereafter as possible, but in no case, shall such notification be more than 48 hours after such transfer.

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## **4.7 Charges For Service**

### **4.7.1 Rate Schedules For Service**

Company has available at each of its business offices various rate schedules for the transmission and related services covered by this Tariff for Transmission Service and provides Customer, at Customer's request and at no cost, a copy of the rate schedule under which Customer is billed. Company provides additional or multiple copies of its rate schedules, or any portion of its tariffs, at reproduction costs. Customer is solely responsible for selecting the applicable rate schedule most favorable to Customer.

### **4.7.2 Billing**

Billing is made in accordance with Commission Substantive Rule 25.202, and other applicable Substantive Rules. Notwithstanding any provisions in the rate schedules with respect to when bills become past due and imposing an increased amount if bills are not paid within a specified time, all bills rendered to "State Agencies", as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in said Chapter 2251.

#### **4.7.2.1 Billing Period**

Unless specifically stated in the applicable rate schedule, all charges are billed on an approximate 30 day interval. Monthly bills may be prorated to reflect the actual date of initiation or termination of service.

#### **4.7.2.2 Disputed Bills**

To the extent applicable, billing disputes are governed by the provisions of Commission Substantive Rule 25.203 pertaining to Alternative Dispute Resolution and Commission Substantive Rule 25.202 pertaining to billing.

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**4.8 Discontinuance of Service**

**4.8.1 Discontinuance of Service**

Customer must notify Company in writing, and in accordance with the provisions of Commission Substantive Rule 25.198, to the extent applicable, of the date Customer desires to discontinue service, and Customer is not held responsible for service after such date unless Customer continues to use service or the terms and conditions of an existing service agreement have not been met. Customer is obligated, however, to pay Company any rates, charges, or fees, for service previously provided under the applicable service agreement and which are owed to Company as of the date of termination.

Company is not obligated, after discontinuance, to again provide service to Customer at the same service location unless Customer reapplies for and Company agrees to provide service.

**4.8.2 Company Discontinues Service**

Company, in addition to all other legal remedies, may discontinue service to Customer without liability for any of the reasons permitted under Commission Substantive Rules, or authorized elsewhere in this Tariff for Transmission Service.

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**4.9 Standard Agreements**

The standard agreement forms in this Tariff for Transmission Service may be superseded by Commission order.

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**4.9.1 Agreement for Uni-Directional Interconnection**  
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**4.9.1 Agreement for Uni-Directional Interconnection**

**INTERCONNECTION AGREEMENT**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], 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. **Establishment of Point of Interconnection** -- Company and Customer agree to interconnect their facilities at the locations, and in accordance with the terms and conditions, specified on the attached Facility Schedule (the "Point of Interconnection") in accordance with Public Utility Commission of Texas ("PUCT") Substantive Rules, requirements adopted by the Electric Reliability Council of Texas ("ERCOT") relating to the interconnection and operation of transmission systems in ERCOT, as amended from time to time, and any successors thereto, Company's Tariff for Transmission Service, as it may from time to time be fixed and approved by the PUCT, and this Agreement. The responsibilities of the Parties for the costs associated with the establishment of each such Point of Interconnection shall be as specified on the Facility Schedule applicable to the Point of Interconnection.

2. **Term, Termination, and Regulatory Filing** -- This Agreement becomes effective on \_\_\_\_\_ and continues in effect until \_\_\_\_\_.

3. **Other Services** -- This Agreement is applicable only to the interconnection of the facilities of the Parties at the Point of Interconnection and does not obligate Company to provide, or entitle the Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any other service that it may desire from Company or any third party.

4. **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.

5. **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.

6. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, if any, and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Point of Interconnection 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 \_\_\_\_\_ [specify any prior agreements being superseded], 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.

7. **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:

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(a) If to Company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

8. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9. **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.

10. **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.

11. **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.

12. **Other Terms and Conditions** -- \_\_\_\_\_.

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

ONCOR ELECTRIC DELIVERY  
COMPANY LLC

[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**FACILITY SCHEDULE**

1. Name:
  
2. Point of Interconnection location:
  
3. Delivery voltage: \_\_\_\_\_ kV
  
4. Metering (voltage, location, losses adjustment due to metering location, and other):
  
5. Normally closed (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
  
6. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
  
7. Facilities to be furnished by Company:
  
8. Facilities to be furnished by Customer:
  
9. Cost Responsibility:
  
10. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

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**4.9.2 Agreement for Bi-Directional Interconnection**  
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**4.9.2 Agreement for Bi-Directional Interconnection**

**INTERCONNECTION AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Utility") and Oncor Electric Delivery Company LLC ("Oncor") each sometimes hereinafter referred to individually as "Party" or both referred to collectively as "Parties".

**WITNESSETH**

WHEREAS, each Party is the owner and operator of electric transmission facilities and is engaged in the business of transmitting electric energy within the Electric Reliability Council of Texas region; and

WHEREAS, the Parties desire to interconnect their respective electric systems in the respects and under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

**ARTICLE I – EFFECTIVE DATE AND TERM**

This Agreement shall become effective on the date first set forth above and shall continue in effect thereafter until all Facility Schedules in this Agreement have been terminated, or this Agreement in its entirety has been terminated, each in accordance with the terms of this Agreement.

**ARTICLE II – OBJECTIVE AND SCOPE**

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties' electric systems will be interconnected and to identify the facilities and equipment provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, design, construction, control, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules.

**ARTICLE III – DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement shall mean this Agreement with all schedules and attachments hereto, and any schedules and attachments hereafter added by amendment to this Agreement.

3.2 ANSI Standards shall mean the American National Standards Institute Standards in effect at the time a new Point of Interconnection is constructed.

3.3 ERCOT shall mean the Electric Reliability Council of Texas, Inc., or its successor in function.

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3.4 ERCOT Requirements shall mean the ERCOT Operating Guides, ERCOT Protocols, as well as any other binding documents adopted by ERCOT relating to the interconnection and operation of electric systems in ERCOT, including any amendments of those Guides, Protocols, and binding documents that are adopted by ERCOT from time to time, and any successors thereto.

3.5 Facility Schedule(s) shall mean the addendum(s) attached to and made a part of this Agreement that describe the responsibilities of the Parties at, or in association with, the Point(s) of Interconnection, including, but not limited to, with respect to ownership, design, construction, control, operation, and maintenance.

3.6 Good Utility Practice shall have the meaning ascribed thereto in PUCT Rule 25.5(56) or its successor.

3.7 IEEE Standards shall mean the Institute of Electrical and Electronic Engineers Standards in effect at the time a new Point of Interconnection is constructed.

3.8 NERC shall mean the North American Electric Reliability Corporation or its successor in function.

3.9 NERC Reliability Standards shall mean the electric reliability standards enforced by NERC and applicable to the Parties to this Agreement.

3.10 NESC shall mean the National Electrical Safety Code in effect at the time a new Point of Interconnection is constructed.

3.11 Person shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

3.12 Point(s) of Interconnection shall mean the points of interconnection specified in Exhibit A and described in the Facility Schedule(s) where the electrical systems of the Parties are connected or may, by the closure of normally open switches, be connected, such that electric power may flow in either direction.

3.13 PUCT shall mean the Public Utility Commission of Texas or its successor in function.

**ARTICLE IV – ESTABLISHMENT, MODIFICATION, AND TERMINATION  
OF POINTS OF INTERCONNECTION**

4.1 The Parties agree to interconnect their facilities at each Point of Interconnection in accordance with the terms and conditions of this Agreement.

4.2 The Parties agree to cause their facilities being newly constructed after the effective date of this Agreement, in conjunction with the establishment of a new Point Interconnection, to be designed and constructed in accordance with (a) Good Utility Practice, (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT Requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: NESC, ANSI Standards, and IEEE Standards.

4.3 With respect to Points of Interconnection newly constructed after the effective date of this Agreement, each Party will design its system protection facilities to isolate any fault occurring on its system that would negatively affect the other Party's system at such Point of Interconnection in accordance with applicable ERCOT Requirements and NERC Reliability Standards. The protection schemes used by the Parties at that Point of Interconnection will be determined by both Parties in a cooperative effort to achieve system coordination. Prior to commissioning that Point of Interconnection, both Parties will perform a complete calibration test and functional trip test of their respective system protection equipment including communication circuits between facilities.

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4.4 A Point of Interconnection may be added to or deleted from this Agreement or have its normal status changed (closed or open) as mutually agreed by the Parties, in accordance with applicable laws and regulations, or as ordered by a regulatory authority having jurisdiction thereof. Prior to such addition, deletion, or status change of a Point of Interconnection, the Parties shall engage in coordinated joint planning studies to evaluate the impact of such addition, deletion, or status change and identify any mitigation measures (including but not limited to new or upgraded facilities) that might be needed in conjunction therewith. Such Point of Interconnection will not be connected, disconnected, or the normal status changed until the evaluation process described in the preceding sentence has been completed, all required mitigating measures have been implemented, any required regulatory approval has been obtained, and the appropriate Facility Schedule has been added, terminated, or amended, as the case may be. In the event a Point of Interconnection is deleted from this Agreement in accordance with this paragraph, each Party shall disconnect its facilities at such Point of Interconnection. Further, each Party will discontinue use of the facilities of the other Party associated with such Point of Interconnection, except to the extent mutually agreed by the Parties.

**ARTICLE V - SYSTEM OPERATION AND MAINTENANCE**

5.1 The Parties agree to cause their facilities at each Point of Interconnection, and their other facilities having, or which may reasonably be expected to have, an impact upon the facilities of the other Party to be operated and maintained in accordance with Good Utility Practice, applicable laws and regulations, and the applicable provisions of the ERCOT Requirements and NERC Reliability Standards.

5.2 If either Party proposes to make equipment changes or additions to (a) its equipment at a Point of Interconnection (including its system protection equipment) or (b) its system protection equipment at any other location that may affect the operation or performance of the other Party's facilities at a Point of Interconnection ("Changes"), such Party agrees to notify the other Party, in writing, in advance of making such proposed Changes, and the Parties will coordinate and cooperate on the assessment of the impact of such Changes on the electric systems of the Parties and the identification of any required mitigation measures (including but not limited to new or upgraded facilities). Those Changes will not be made until the required aforementioned mitigation measures have been implemented. The Parties will communicate with each other with respect to other equipment changes or additions in accordance with the ERCOT Requirements and NERC Reliability Standards.

5.3 A Party may interrupt service at a Point of Interconnection in accordance with applicable laws, regulations, and ERCOT Requirements.

5.4 Each Party will establish and maintain a control center that shall be staffed 24 hours per day, 7 days per week, with personnel capable of making operating decisions and possessing the ability to effect control of its transmission facilities at each Point of Interconnection (or make appropriate arrangements for a third party to establish and maintain such a control center on its behalf). For purposes of voice communications between the Parties' transmission control centers, phone numbers will be exchanged and each Party will be notified of changes.

5.5 Neither Party will take any action that would cause the other Party that is not a "public utility" under the Federal Power Act to become a "public utility" under the Federal Power Act or become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

**ARTICLE VI – INDEMNIFICATION**

6.1 Notwithstanding the provisions of Article X but subject to Section 12.2, each Party (the "Indemnifying Party") shall assume all liability for, and shall indemnify the other Party (the "Indemnified Party") for, any losses resulting from negligence or other fault in the design, construction, or operation of their respective facilities. Losses shall include costs and expenses of defending an action or claim made by a third Person, payments for damages related to the death or injury of any individual, damage to the property of the Indemnified Party, and payments by the Indemnified Party for damages to the property of a third Person, and damages payable by the Indemnified Party for the disruption of the business of a third Person. This Section 6.1 does not create a liability on the part of either Party to a retail customer

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or other third Person, but requires indemnification where such liability exists. The indemnification required under this Section 6.1 does not include responsibility for either Party's costs and expenses of prosecuting or defending an action or claim against the other Party or damages for the disruption of such Party's business. The limitations on liability set forth in this Section 6.1 do not apply in cases of gross negligence or intentional wrongdoing.

**ARTICLE VII –NOTICES**

7.1 Any notices, claims, requests, demands or other communications between the Parties hereunder, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be (a) forwarded to the designees listed below for each Party, (b) deemed properly given if delivered in writing, and (c) deemed duly delivered when (i) delivered if delivered personally or by nationally recognized overnight courier service (costs prepaid), (ii) sent by facsimile or electronic mail with confirmation of transmission by the transmitting equipment (or, the first business day following such transmission if the date of transmission is not a business day), or (iii) received or rejected by the addressee, if sent by U.S. certified or registered mail, return receipt requested; in each case to the following addresses, facsimile numbers or electronic mail addresses and marked to the attention of the individual (by name or title) designated below:

If to Utility: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Oncor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.2 The above listed names, titles, and contact information of either Party may be changed upon written notification to the other Party.

**ARTICLE VIII - SUCCESSORS AND ASSIGNS**

8.1 Subject to the provisions of Section 8.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

8.2 Neither Party shall assign, directly or indirectly by operation of law or otherwise, any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, conditioned, or delayed, provided that neither Party will be required to consent to any assignment that would (a) subject it to additional federal or state regulation; (b) result in the imposition of additional costs of administration that the Party requesting consent to assignment does not agree to reimburse; or (c) in any way diminish the reliability of its system, enlarge its obligations, or otherwise create or maintain an unacceptable condition. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, (a) to a successor to all or a substantial portion of the Party's transmission business; (b) to any transmission service provider (including an affiliate of the assigning Party) with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or (c) for collateral security purposes in connection with any financing or financial arrangements. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of any direct or indirect assignment, including pursuant to the sale, merger, or other business combination of either Party with any other Person. Any attempted assignment that violates this Section 8.2 shall be void and ineffective *ab initio*. Any assignment of this Agreement shall not relieve a Party of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

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8.3 This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any Persons other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties.

**ARTICLE IX – GOVERNING LAW AND REGULATION**

9.1 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 except as to matters exclusively controlled by the Constitution and statutes of the United States of America. This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, regulations, orders, and tariffs of, or approved by, duly constituted regulatory or other governmental authorities having jurisdiction.

9.2 This Agreement and all obligations hereunder, are expressly conditioned upon obtaining all required approvals, authorizations, or acceptances for filing by any regulatory authority whose approval, authorization or acceptance for filing is required by law. Both Parties hereby agree to support the approval of this Agreement before such regulatory authority and to provide such documents, information, and opinions as may be reasonably required or requested by either Party in the course of approval proceedings.

**ARTICLE X – DEFAULT AND FORCE MAJEURE**

10.1 The term “Force Majeure” as used herein shall mean any cause beyond the reasonable control of the Party claiming Force Majeure, and without the fault or negligence of such Party, which materially prevents or impairs the performance of such Party’s obligations hereunder, including but not limited to, storm, flood, lightning, earthquake, fire, explosion, failure or imminent threat of failure of facilities, civil disturbance, strike or other labor disturbance, sabotage, war, national emergency, or restraint by any federal, state, local or municipal body having jurisdiction over a Party.

10.2 Neither Party shall be considered to be in Default (as hereinafter defined) with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

**ARTICLE XI - TERMINATION ON DEFAULT**

11.1 The term “Default” shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation is excused pursuant to Section 10.2 or is the result of an act or omission of the other Party or any of its agents. Upon discovery of a Default, the non-defaulting Party may give notice of such Default to the defaulting Party. Except as provided in Section 11.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided, however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within twenty (20) days after receipt of the Default notice and continuously and diligently exercise its efforts to complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

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11.2 If a Default is not cured as provided in Section 11.1, or if a Default is not capable of being cured within the period provided for therein, the non-defaulting Party shall have the right, subject to receipt of any regulatory approvals required by applicable law, (a) to terminate, in its sole discretion, by written notice at any time until cure occurs either (i) this Agreement or (ii) any Facility Schedules as to which the Default relates and disconnect the associated Points of Interconnection, (b) to be relieved of any further obligation (i) hereunder (other than obligations associated with its own Defaults, if any, occurring prior to termination) if that Party shall have elected to terminate this Agreement or (ii) with respect to the terminated Facility Schedules and disconnected Points of Interconnection if it shall have elected to terminate any Facility Schedules as to which the Default relates and (c), whether or not that Party terminates this Agreement or any Facility Schedule, to recover from the defaulting Party all amounts due and receive all other remedies to which it is entitled hereunder. The provisions of this Section 11.2 will survive termination of this Agreement.

11.3 The failure of a Party to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

**ARTICLE XII- MISCELLANEOUS PROVISIONS**

12.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical system or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

**12.2 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANOTHER AGREEMENT (OR TO ANY THIRD PARTY) WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.**

12.3 This Agreement is applicable only to the interconnection of the facilities of the Parties at the Points of Interconnection and does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any other service that either Party may desire from the other Party or any third party.

12.3 This Agreement, including all Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection 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 if not set forth or provided for herein. This Agreement replaces all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof [including without limitation \_\_\_\_\_ (specify any prior agreements being superseded), 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; such agreements are unaffected by this Agreement.

12.4 This Agreement shall not affect the obligations or rights of either Party with respect to other agreements (other than those specifically superseded by Section 12.3). Each Party represents to the other that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

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12.5 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

12.6 If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

12.7 The descriptive headings of the various 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.

12.8 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned authorized representatives.

[enter name of Utility]

**ONCOR ELECTRIC DELIVERY COMPANY  
LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**

**LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

<b>FACILITY SCHEDULE NO.</b>	<b>NAME OF POINT OF INTERCONNECTION</b>	<b>INTERCONNECTION VOLTAGE (KV)</b>

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**FACILITY SCHEDULE NO. \_\_\_\_**

1. Name:
2. Point of Interconnection location:
3. Delivery voltage:
4. Metering (voltage, location, losses adjustment due to metering location, and other):
5. Normally closed (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
6. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
7. Facilities to be furnished by Oncor:
8. Facilities to be furnished by Utility:
9. Cost Responsibility:
10. Switching and Clearance:  
Each Party has adopted formal switching procedures that govern safety related issues concerning the operation of its switches connected to this Point of Interconnection and has provided a copy of those procedures to the other Party. Each Party will notify the other Party in writing at least ten days prior to implementation of any changes to such procedures.
11. [Include for New Points of Interconnection] Standards:  
The Parties agree to cause their facilities being newly constructed, as described in this Facility Schedule, to be designed and constructed in accordance with (a) Good Utility Practice, (b) applicable laws and regulations, (c) the applicable provisions of the NERC Reliability Standards and ERCOT Requirements, and (d) the applicable provisions of the following standards in effect at the time of construction of this Point of Interconnection: NESC, ANSI Standards, and IEEE Standards.
12. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

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**ONE LINE DIAGRAM**

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**4.9.3 Transmission Service Agreement**

**TRANSMISSION SERVICE AGREEMENT**

This Transmission Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], 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. **Transmission Service** -- Company will provide transmission service, and Customer will accept, through Company's transmission system and distribution system (if applicable) in connection with the delivery of power and energy from resources to loads in accordance with Public Utility Commission of Texas ("PUCT") Substantive Rules, requirements adopted by the Electric Reliability Council of Texas ("ERCOT") relating to the interconnection and operation of transmission systems in ERCOT, as amended from time to time, and any successors thereto, Company's Tariff for Transmission Service, as it may from time to time be fixed and approved by the PUCT, and this Agreement.

2. **Network Transmission Service Charge** -- Customer must pay, in accordance with the provisions of this Agreement, a facilities charge for Network Transmission Service, determined in accordance with Company's Rate NTS-Network Transmission Service or its successor (together with all riders applicable thereto), as they may from time to time be fixed and approved by the PUCT.

3. **Additional Services to be Provided** -- In connection with the Network Transmission Service contemplated by this Agreement, Company will provide, and Customer will pay for, the additional services that are indicated below:

(a) **Transformation Service** (Yes \_\_\_/No\_\_\_). This service consists of Company providing transformation of electric power and energy from one of Company's standard transmission voltages (60 kV or higher) to one of Company's standard voltages below 60 kV. This service is provided, and the charge for this service is determined, in accordance with Company's Rate XFMR - Transformation Service for Wholesale Loads or its successor (together with all riders applicable thereto), as it may from time to time be fixed and approved by the PUCT. The supplemental terms and conditions applicable to such service, including the locations at which the service is to be provided, are specified in Exhibit \_\_\_\_\_.

(b) **Distribution Line Service** (Yes \_\_\_/No\_\_\_). This service is provided by Company in connection with the provision of Network Transmission Service through Company's distribution facilities. This service is provided, and the charge for this service is determined, in accordance with Company's Rate DLS - Distribution Line Service or its successor (together with all riders applicable thereto), as it may from time to time be fixed and approved by the PUCT. The supplemental terms and conditions applicable to such service, including the locations at which the service is to be provided are specified in Exhibit \_\_\_\_\_.

(c) **Other** (Yes \_\_\_/No\_\_\_) [If yes, specify other service(s) to be provided under this Agreement, applicable rate schedule(s), and whether supplemental terms and conditions applicable to such service(s) are specified in an attached Exhibit.] \_\_\_\_\_

4. **Term, Termination, and Regulatory Filing** -- This Agreement becomes effective \_\_\_\_\_ and continues in effect until \_\_\_\_\_

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5. **Other Services** -- This Agreement does not obligate Company to provide, or entitle the Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any other service 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.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits and Confirmations, 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 \_\_\_\_\_ [specify any prior agreements being superseded], 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 sums due hereunder will be rendered monthly by Company to Customer at the following address (or such other address directed in writing by Customer):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company must receive payment by the date due under the applicable rate schedule, unless the Company and the Customer agree on another mutually acceptable deadline, in accordance with applicable Commission Substantive Rules.

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Interest will accrue on any unpaid amount, calculated in accordance with applicable Commission Substantive Rules. When payments are made by mail, bills are considered as having been paid on the date of receipt by Company. Payments by Customer to Company under this Agreement must be made in immediately available funds payable to Company or by wire transfer to \_\_\_\_\_, for credit to Company Account No. \_\_\_\_\_ with sufficient information to identify the source and application of the funds, or to such other bank account so directed in writing by Company.

11. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Other Terms and Conditions** -- \_\_\_\_\_.

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

ONCOR ELECTRIC DELIVERY  
COMPANY LLC

[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**TARIFF FOR TRANSMISSION SERVICE  
ONCOR ELECTRIC DELIVERY COMPANY LLC**

**4.9.4 Discretionary Services Agreement**  
**Applicable: Wholesale Transmission Service**  
**Effective Date: September 25, 2011**

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**4.9.4 Discretionary Service Agreement**

**DISCRETIONARY SERVICE AGREEMENT**

This Discretionary Service Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], 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 Service to be Provided** -- Company agrees to provide, and Customer agrees to pay for Discretionary Service in accordance with this Agreement and Company's Rate WDS – Wholesale Discretionary Services contained in Company's Tariff for Transmission Service, as it may from time to time be fixed and approved by the Public Utility Commission of Texas ("PUCT"), including the Service Regulations contained therein ("Company's Tariff for Transmission Service"). A description of the Discretionary Service(s) to be provided, the location at which the Discretionary Service(s) will be provided, and the cost and scheduling of, and any supplemental terms and conditions applicable to, such service(s) are contained in Exhibit A.

2. **Nature of Service and Company's Tariff for Transmission Service** -- Any Discretionary Service covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable PUCT Substantive Rules and Company's Tariff for Transmission Service. 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 Tariff for Transmission Service. Company's Tariff for Transmission Service 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 Tariff for Transmission Service.

3. **Discretionary Service Charges** -- Charges for any Discretionary Service covered by this Agreement are determined in accordance with Company's Tariff for Transmission Service. Company and Customer agree to comply with PUCT or court orders concerning Discretionary Service charges.

4. **Term and Termination** -- This Agreement becomes effective \_\_\_\_\_ and will thereafter continue in effect until \_\_\_\_\_. 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 Tariff for Transmission Service are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

**TARIFF FOR TRANSMISSION SERVICE  
ONCOR ELECTRIC DELIVERY COMPANY LLC**

**4.9.4 Discretionary Services Agreement**  
**Applicable: Wholesale Transmission Service**  
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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 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Service 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**TARIFF FOR TRANSMISSION SERVICE  
ONCOR ELECTRIC DELIVERY COMPANY LLC**

**4.9.4 Discretionary Services Agreement**  
**Applicable: Wholesale Transmission Service**  
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12. **Taxes** -- All present or future federal, state, municipal, or other lawful 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** – \_\_\_\_\_

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

ONCOR ELECTRIC DELIVERY COMPANY LLC

CUSTOMER

BY: \_\_\_\_\_  
Signature

BY: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TARIFF FOR TRANSMISSION SERVICE  
ONCOR ELECTRIC DELIVERY COMPANY LLC**

**4.9.4 Discretionary Services Agreement**  
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**EXHIBIT A**

<u>Discretionary Service to be Provided</u>	<u>Location / Cost &amp; Schedule / Supplemental Terms &amp; Conditions</u>