RICHARDSON CITY COUNCIL
JUNE 13, 2011
7:30 P.M.
CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TX

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1. INVOCATION – MARK SOLOMON

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – MARK SOLOMON

3. MINUTES OF THE MAY 9, 2011 MEETING, MAY 23, 2011 SPECIAL CALLED MEETING AND JUNE 6, 2011 WORK SESSION

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4. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)

PUBLIC HEARING ITEMS:

5. PUBLIC HEARING, ZONING FILE 11-05: A REQUEST BY JD DUDLEY, REPRESENTING QUIKTRIP, TO REVOKE ORDINANCE 3802, A SPECIAL PERMIT FOR A MOTOR VEHICLE SERVICE STATION, AND TO REQUEST A NEW SPECIAL PERMIT FOR A MOTOR VEHICLE SERVICE STATION WITH MODIFIED DEVELOPMENT STANDARDS ON THE EAST SIDE OF INGE DRIVE, BETWEEN BELT LINE ROAD AND LOCKWOOD DRIVE. THE PROPERTY IS CURRENTLY ZONED C-M COMMERCIAL.

   ACTION TAKEN:

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6. PUBLIC HEARING, ZONING FILE 11-06: A REQUEST BY SMITHA PUPPALA & MADHURI SIDDABHATTUNI, REPRESENTING LITTLE STEPS MONTESSORI SCHOOL, TO REVOKE ORDINANCE 3524, A SPECIAL PERMIT FOR A CHILDCARE CENTER, AND TO REQUEST A NEW SPECIAL PERMIT FOR A CHILDCARE CENTER AT 635 W. CAMPBELL ROAD (SOUTHWEST CORNER OF CAMPBELL ROAD AND NANTUCKET DRIVE). THE PROPERTY IS CURRENTLY ZONED LR-M(2) LOCAL RETAIL.

   ACTION TAKEN:

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7. PUBLIC HEARING, ZONING FILE 11-07: A REQUEST BY THOMAS YAKOOB, REPRESENTING MAJESTY AUTO GLASS, FOR A SPECIAL PERMIT A MOTOR VEHICLE REPAIR SHOP – MINOR FOR AN AUTO GLASS REPAIR SHOP AT 819 W. ARAPAHO ROAD (SOUTH SIDE OF ARAPAHO ROAD, BETWEEN WEST SHORE DRIVE AND NEWBERRY DRIVE). THE PROPERTY IS CURRENTLY ZONED C-M COMMERCIAL.

   ACTION TAKEN:

ALL ITEMS LISTED UNDER ITEM 8 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

8. CONSENT AGENDA:

A. CONSIDER THE FOLLOWING ORDINANCES:

1. ORDINANCE NO. 3822, AMENDING ORDINANCE NO. 3818, WEST SPRING VALLEY CORRIDOR PLANNED DEVELOPMENT DISTRICT, BY AMENDING THE PLANNED DEVELOPMENT DISTRICT REGULATIONS ATTACHED AS EXHIBIT "B" THERETO, BY AMENDING ARTICLE IV, SECTION B(7)(a)(iii), SECTION B(7)(b)(v) AND SECTION C(3)(b), BY AMENDING ARTICLE IX, SECTION I(4)(f) AND (g), AND BY AMENDING APPENDIX 1, "WSVC DISTRICT PERMITTED USES TABLE", TO CORRECT SCRIVENER'S ERRORS.

2. ORDINANCE NO. 3823, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR ("STEERING COMMITTEE") AND ONCOR ELECTRIC DELIVERY COMPANY LLC ("ONCOR" OR "COMPANY") REGARDING THE COMPANY'S APPLICATION TO INCREASE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ONCOR'S PROOF OF REVENUES; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

B. CONSIDER THE FOLLOWING RESOLUTIONS

1. RESOLUTION NO. 11-18, APPROVING THE TERMS AND CONDITIONS OF A MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND DALLAS COUNTY, TEXAS, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

2. RESOLUTION NO. 11-19, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE "APPLICANT" IN DEALING WITH THE COLLIN COUNTY PARKS AND OPEN SPACE BOARD, FOR THE PURPOSE OF PARTICIPATING IN THE 2011 COLLIN COUNTY PARKS AND OPEN SPACE FUNDING ASSISTANCE PROGRAM, CERTIFYING THAT THE "APPLICANT" IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE "APPLICANT" MATCHING SHARE WILL BE READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES.

C. RECEIVE FROM THE CITY PLAN COMMISSION:

1. REPLAT FOR CRYSTAL CREEK ADDITION, LOT 1, BLOCK 1, OF THE SWORDGLISTEN ADDITION AND 11.03-ACRES OF UNPLATTED PROPERTY FOR THE DEVELOPMENT OF A 35-LOT SINGLE-FAMILY DETACHED SUBDIVISION.

D. CONSIDER ADVERTISEMENT OF THE FOLLOWING COMPETITIVE SEALED PROPOSALS:

1. CSP #904-11 – 2011 JAIL IMPROVEMENTS. COMPETITIVE SEALED PROPOSALS TO BE RECEIVED BY THURSDAY, JUNE 30, 2011 AT 2:00 P.M.

2. CSP #905-11 – EISEMANN CENTER GARAGE LED LIGHTING RETROFIT. COMPETITIVE SEALED PROPOSALS TO BE RECEIVED BY THURSDAY, JUNE 30, 2011 AT 3:00 P.M.

E. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #18-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO GRANDE TRUCK CENTER FOR A TRUCK TRACTOR FOR FLEET SERVICES THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #358-10 FOR A TOTAL EXPENDITURE OF $116,018.

2. BID #26-11 – WE RECOMMEND THE AWARD TO MART, INC., FOR THE HUFFHINES RECREATION CENTER ALTERNATIVE ENERGY PROJECT IN THE AMOUNT OF $307,655.

3. BID #40-11 – WE RECOMMEND THE AWARD TO JIM BOWMAN CONSTRUCTION COMPANY FOR THE 2010 SIDEWALK REPAIR PROGRAM PHASE II – REGIONS 3 & 4 IN THE AMOUNT OF $644,341.14.

4. BID #41-11 –WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO TEXAS TREE TURF COMPANY FOR TREE WATERING PURSUANT TO UNIT PRICES.

5. BID #47-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO BOND EQUIPMENT COMPANY, INC., FOR SEVEN (7) CRANE CARRIER CORPORATION CAB-OVER/CHASSIS FOR REARLOADER REFUSE TRUCKS FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #358-10 IN THE AMOUNT OF $943,552.

6. BID #48-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO MCNEILUS TRUCK & MANUFACTURING COMPANY, INC., FOR SEVEN (7) MCNEILUS (17) CUBIC YARD REARLOADER REFUSE BODIES FOR THE SOLID WASTE DEPARTMENT THROUGH THE TEXAS LOCAL GOVERNMENT STATEWIDE PURCHASING COOPERATIVE BUYBOARD CONTRACT #357-10 IN THE AMOUNT OF $385,071.

7. BID #49-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO MOTOROLA SOLUTIONS, INC., FOR PORTABLE AND MOBILE RADIOS FOR THE CASSIDIAN (EADS) P25 RADIO SYSTEM THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS CONTRACT #RA01-08 IN THE AMOUNT OF $4,673,395.30.

8. BID #50-11 – WE REQUEST AUTHORIZATION TO ISSUE A CO-OP PURCHASE ORDER TO AVTEC, INC., FOR THE RADIO CONSOLE FOR THE CASSIDIAN (EADS) P25 RADIO SYSTEM THROUGH THE GENERAL SERVICES ADMINISTRATION, SCHEDULE 70, CONTRACT #GS-35F-0183U IN THE AMOUNT OF $566,869.57.

9. BID #51-11 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO CASSIDIAN COMMUNICATIONS, INC., FOR THE SOLE SOURCE PROCUREMENT OF THE RADIO ENCRYPTION SERVER FOR THE CASSIDIAN (EADS) P25 RADIO SYSTEM IN THE AMOUNT OF $340,000.

10. BID #52-11 – WE REQUEST AUTHORIZATION TO ISSUE A COOPERATIVE PURCHASE ORDER TO QWEST COMMUNICATIONS, LLC FOR DATA SWITCHES FOR THE CASSIDIAN (EADS) P25 RADIO SYSTEM THROUGH THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) CONTRACT DIR-SDD-1376 IN THE AMOUNT OF $66,276.50.

F. CONSIDER AWARD OF REQUEST FOR PROPOSAL #701-11 – WE RECOMMEND THE AWARD TO GLOBERANGER CORPORATION FOR THE RADIO FREQUENCY IDENTIFICATION (RFID) ASSET TRACKING SYSTEM FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $71,558.46 AND PURSUANT TO UNIT PRICES.

G. AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDER #3 TO INCREASE PURCHASE ORDER #100901 TO SCHNEIDER ELECTRIC FOR ADDITIONAL POWER AT THE MEREDITH AND COLLINS LIFT STATIONS IN THE AMOUNT OF $90,337.02.

THE RICHARDSON CITY COUNCIL WILL MEET AT 5:30 P.M. ON MONDAY, JUNE 13, 2011, IN THE RICHARDSON ROOM OF THE CIVIC CENTER/CITY HALL, 411 W. ARAPAHO, RICHARDSON, TEXAS. AS AUTHORIZED BY SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE, THIS MEETING MAY BE CONVENED INTO CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF SEEKING CONFIDENTIAL LEGAL ADVICE FROM THE CITY ATTORNEY ON ANY AGENDA ITEM LISTED HEREIN. THIS BUILDING IS WHEELCHAIR ACCESSIBLE. ANY REQUESTS FOR SIGN INTERPRETIVE SERVICES MUST BE MADE 48 HOURS AHEAD OF THE MEETING. TO MAKE ARRANGEMENTS, CALL 972-744-4000 VIA TDD OR CALL 1-800-735-2989 TO REACH 972-744-4000.

WORK SESSION – 6:00 P.M.:

- Call to Order

A. Review and Discuss Items Listed on the City Council Meeting Agenda

B. Review and Discuss the Changes in Police Shift Hours and Police Vehicle Fleet

C. Review and Discuss the Oncor Rate Settlement

D. Review and Discuss the Radio System Updates and Action

E. Report on Items of Community Interest

EXECUTIVE SESSION

- In compliance with Section 551.072 of the Texas Government Code, Council will convene into a closed session to discuss the following:
  - Deliberation Regarding Real Property
    - Property Considerations in the W. Arapaho Rd./Lorrie Dr. Area
- Council will reconvene into open session, and take action, if any, on matters discussed in executive session.

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE CIVIC CENTER/CITY HALL ON FRIDAY, JUNE 10, 2011, BY 5:00 P.M.

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CITY SECRETARY

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL
May 9, 2011
City of Richardson, Texas

A Regular Meeting of the City Council was held at 7:30 p.m., Monday, May 9, 2011 with a quorum of said Council present, to-wit:

Gary Slagel	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Council member
John Murphy	Council member
Bob Macy	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames	Assistant City Manager Administrative Services
David Morgan	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
EA Hoppe	Assistant to the City Manager
Pamela Schmidt	City Secretary
Don Magner	Director of Community Services
Monica Heid	Community Projects Manager
Sam Chavez	Asst. Dir. of Development Services – Planning
Dave Carter	Asst. Dir. of Development Services – Transportation

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1. INVOCATION

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS

3. MINUTES OF THE MAY 2, 2011 MEETING

ACTION TAKEN: Mr. Omar moved approval of the minutes; second by Mr. Macy and the motion was approved with a unanimous vote.

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4. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.)

Sandy Daniels, 1902 Prairie Creek, Garland, thanked the Mayor for the Motorcycle Safety proclamation. She asked the City to consider purchasing and posting "share the road" signs to raise awareness about motorcycle travelers. Mayor Slagel noted that he noticed several signs in Austin.

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5. CONSIDER APPOINTMENT TO THE NORTH TEXAS MUNICIPAL WATER DISTRICT.

ACTION TAKEN: Mr. Mitchell moved approval of reappointing John Sweeden for a two year term expiring May 31, 2013; second by Mr. Solomon, and the motion was approved with a unanimous vote.

Mayor Slagel changed the Order of the Agenda to consider action on the Consent Agenda prior to the Public Hearing items.

ALL ITEMS LISTED UNDER ITEM 8 OF THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSIONS OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY:

8. CONSENT AGENDA:

ACTION TAKEN: Mr. Murphy requested that Item B1 be removed from the Consent Agenda for separate discussion and action; and moved approval of the remainder of the Consent agenda; second by Mr. Solomon and the motion was approved with a unanimous vote.

A. Ordinance No. 3821 authorizing the City Manager of the City of Richardson to execute the necessary agreements and instruments for the sale of the real property depicted in Exhibit "A" (approximately 2.28 acres southern segment at 300 E. Arapaho Road) to the Richardson Improvement Corporation for the subsequent resale of the property by the Richardson Improvement Corporation to English Color and Supply, Inc.

B. Approve the following Resolutions:

   1. Resolution No. 11-15 appointing Kimberly Lay to the aggregated position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments, which fractional allocation membership is shared with the Town of Addison, and the cities of Murphy, Sachse, and Wylie.

      Removed from the Consent Agenda for separate action.

   2. Resolution No. 11-16 authorizing the City Manager to negotiate and execute Economic Development Agreement(s) pursuant to Chapter 380, Texas Local Government Code, by and between the City of Richardson and Fossil, Inc., a Delaware Corporation ("Fossil").

C. Approval of the Richardson East Church of Christ as a participant in the City of Richardson Community Garden Partnership Program.

D. Approval of the Creekside Baptist Church as a participant in the City of Richardson Community Garden Partnership program.

E. Authorize the city manager to execute an Interlocal Cooperation and License Agreement by and between the City of Richardson and the Richardson Independent School District for the Fire Station 4 and site improvement project.

F. Approve advertisement of competitive sealed proposal #903-11 – Fire Station No. 4. Competitive sealed proposals to be received by Tuesday, June 7, 2011 at 2:00 p.m.

G. Award of the following bids:

1. Bid #19-11 – authorization to issue an annual requirements contract for medical supplies to Bound Tree Medical, LLC. pursuant to unit prices.

2. Bid #22-11 – award to Jim Bowman Construction Co. for the Waterline and Pavement Replacement Project (Meadowgate/Allison/Piper/Drake) in the amount of $673,717.65.

3. Re-bid #34-11 – award to RKM Utility Services, Inc., for the 800 Block of James Drive Storm Sewer Improvements in the amount of $288,373.00.

4. Bid #38-11 – authorization to issue an annual requirements contract for hardscape installation with the Coello Group pursuant to unit prices.

H. Cancellation of the Monday, May 30, 2011 City Council Work Session for the Memorial Day holiday.

ITEMS REMOVED FROM THE CONSENT AGENDA:

B1. Resolution No. 11-15 appointing Kimberly Lay to the aggregated position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments, which fractional allocation membership is shared with the Town of Addison, and the cities of Murphy, Sachse, and Wylie.

Mr. Murphy stated he has served on the RTC for the last 17 years and because he is not seeking re-election, he is no longer eligible to serve. He stated that Kimberly Lay, Dep. Mayor Pro Tem for the City of Addison, is interested in the position. He noted her participation in the past and voiced his support for the appointment.

ACTION TAKEN: Mr. Murphy moved approval of Consent Agenda B1; second by Mr. Omar. Mr. Mitchell included his appreciation for Ms. Lay's past participation and congratulated her on the appointment. The motion was approved with a unanimous vote.

PUBLIC HEARING ITEMS:

6. PUBLIC HEARING AND CONSIDER ORDINANCE NO. 3820: MASTER TRANSPORTATION PLAN 11-02: AMEND THE MASTER TRANSPORTATION PLAN AND COMPREHENSIVE PLAN TO ADD THE COTTON BELT RAIL CORRIDOR AS A REGIONAL RAIL TRANSIT CORRIDOR, ADJUST THE ALIGNMENT OF ROUTH CREEK PARKWAY, ADD AN EAST/WEST COLLECTOR BETWEEN NORTH PLANO ROAD AND ROUTH CREEK PARKWAY, NORTH OF EAST RENNER ROAD, ADD A NORTH/SOUTH COLLECTOR STREET BETWEEN THE STATE HIGHWAY 190 ACCESS ROAD AND WEST

RENNER ROAD, EAST OF THE US 75 ACCESS ROAD, ADD A NORTH/SOUTH COLLECTOR STREET BETWEEN THE STATE HIGHWAY 190 ACCESS ROAD AND INFOCOM DRIVE, WEST OF THE DART RED LINE RAIL CORRIDOR, AND ADD A NORTH/SOUTH COLLECTOR STREET BETWEEN THE STATE HIGHWAY 190 ACCESS ROAD AND THE NEW EAST/WEST COLLECTOR STREET WEST OF NORTH PLANO ROAD, AND REMOVE THE DESIGNATED GRADE SEPARATED INTERSECTION AT NORTH PLANO ROAD AND EAST RENNER ROAD.

Mr. Keffler stated that the City Plan Commission recommended approval of the amendment during its April 19, 2011 meeting. He noted that the Council is very familiar with the projects detailed in the plan as part of the Bush/75 zoning case that Council approved in January 2011. He noted that during the zoning case, the Council was in agreement with the general concept and alignment, which has now been approved and forwarded by the CPC for consideration. He asked Dave Carter, Asst. Director of Development Services – Transportation, to brief the Council.

Mr. Carter used the Bush/75 Area Regulating Plan to exhibit streets and highlighted the Cotton Belt Rail line. He provided the existing plan to illustrate the location of the revised plan. All proposed streets would be minor collector streets. All streets are in their approximate location and have established end points. He explained that the previously approved grade separation at Renner Road and Plano Road was no longer necessary and part of the recommendation was to remove the grade separation from the Master Transportation Plan.

Mayor Slagel opened the Public Hearing and there were no speakers in favor or in opposition.

Mr. Townsend moved to close the public hearing; second by Mr. Mitchell and the motion was approved with a unanimous vote.

> *ACTION TAKEN:* Mr. Murphy moved approval of MTP 11-02 as presented; second by Mr. Solomon and the motion was approved with a unanimous vote.

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7. CONTINUATION OF PUBLIC HEARING AND CONSIDER ORDINANCE NO. 3818: ZONING FILE 11-04: A REQUEST BY THE CITY OF RICHARDSON TO REZONE APPROXIMATELY 198 ACRES NORTH OF WEST SPRING VALLEY ROAD, BETWEEN COIT ROAD AND CENTRAL EXPRESSWAY, EXTENDING NORTH TO DUMONT DRIVE, FROM A-950-M, D-1400-M, R-1500-M, LR-M(1), LR-M(2), C-M, O-M AND MU TO PD PLANNED DEVELOPMENT. (CONTINUED FROM MAY 2, 2011, CITY COUNCIL MEETING).

Mr. Mitchell announced that his home at 905 Blue Lake Circle was within 200 feet of the zoning case and therefore would abstain from discussion or voting on the item and excused himself from the meeting.

Mr. Keffler advised that the City Plan Commission opened their discussion on the item on April 5 and concluded their discussion on April 19, 2011 with a 6-1 vote recommending approval of the request. The Council began their hearing on May 2 and it was continued to tonight's meeting. He noted that interest in the item evolved from Council discussion of the 2009 Comprehensive Plan, which identified six areas of interest for revitalization. He noted that the Council has entertained 13 separate briefings with the study beginning officially in August 2009. There were three focus group meetings and five community meetings in which stakeholders and adjacent properties were encouraged to participate and provide feedback. He stated that the staff has

been working on the feedback received from the May 2 hearing and discussion and was prepared to present adjustments. He called on Monica Heid, Community Projects Manager, to brief the Council.

Ms. Heid advised that handouts with the changes that she would be presenting to Council were available for the audience. She began the presentation with a reminder of the district boundary and noted that the City's role is to put regulations in place to encourage redevelopment. She noted that the project was an outgrowth of the 2009 Comprehensive Planning process and was reflective of the Council's 2009-2011 goals. She stated that the City is the applicant and not the owner but would likely be a participant in any large redevelopment project. She stated the Strategy was a long term plan that would likely need to be revised along the way. She described the structure of the ordinance, noted key elements of the PD District and explained the proposed changes since the initial meeting. She provided the District Plan showing Districts A – G and mandatory open space areas. She noted the possibility of expansion of Blue Lake and stressed that it was not mandatory. She reviewed general district standards, height zones (based on proximity to single family residential zoning outside the districts), building types, building materials, parking calculations, sign standards, and administration, particularly noting administration of minor and major modifications. She explained that some building types could include live/work activities. Ms. Heid highlighted and reviewed refinements made since the City Plan Commission recommendation was reached. With regard to nonconforming provisions, she explained that the intent is that nonconforming uses and structures shall not be enlarged upon, expanded or extended, and shall not be used as a basis for adding other structures or uses prohibited by the District. Generally it is defined as any land use, structure, lot of record or other situation related to the use or development of land within the District that was legally established prior to the effective date of this ordinance or subsequent amendment hereto, and that does not fully conform to the requirements of the ordinance, as amended, on the effective date of such amendment. She noted there is a difference between nonconforming uses and structures and provided examples of how a nonconforming use could continue or not be allowed to continue. In summary, she reviewed the process and meetings conducted, and stated that staff was prepared to complete any revisions to the ordinance this evening should the Council decide to complete the process this evening. She noted that the moratorium would end with the adoption of an ordinance or on June 11, 2011, whichever is reached first. She provided the Council with the following list of concerns identified during the May 2 meeting and provided options on each for Council consideration.

- Destruction of a nonconforming structure by fire, flood, etc.,
- Increasing size of an existing nonconforming structures
- Exclude Autoflex sales lot from the District Plan
- Expansion plans for Richardson Saw and Lawn Mower
- Added use, building type restrictions for Area D
- Streamline the application process.

Ms. Heid referred to the additional correspondence received since the May 2 meeting and reminded Council that approval of the ordinance requires 5 of 6 votes to be in favor of the request due to 20% of property owners being opposed.

Mayor Slagel continued the public hearing and invited speakers to the podium. Ms. Schmidt stated there were 24 cards in favor, 5 cards in opposition and one in a neutral position that were submitted, but did not wish to speak.

Speakers in opposition:
David Blassingame, Managing Partner for Autoflex Leasing, 558 S. Central Expressway;
Lynne Johnston, 902-C S. Weatherred;
George Killeck, 905 Waterfall Way and 903 Waterfall Way;
Michael O'Malley, 919 S. Weatherred #102;
Dr. Diep Truong, 722 W. Spring Valley Road;
Tommy Mann, 5400 Renaissance Tower, rep. Dr. Truong and GE Capital Real Estate;
Terri Box, 902 Weatherred Road;
Art Anderson, representing an apartment complex in Area D;
Karger Kawani, 820 S. Central Expressway;
Stuart Margol, 630 Central;
Tanya Pipken, 1903 N. Waterview;
Don Webb, 640 James Drive (north side of James Street);
J P Kernan, 709 S. Floyd Road.

Speakers in favor
Holly Bishop, 746 Dumont Drive;
Tom Norman, 714 Laguna;
Greg Brown, 755 James Drive;
Andrew Laska, 502 Hyde Park, Pres. of Richardson Heights NA;
Chip Pratt, 2700 W. Prairie Creek, Canyon Creek HOA;
Imtiyaz Taoui, 301 Murray Lane;
Bob Patel, Continental Inn, 758 S. Central Expressway;
Pat Meyer, 308 Hyde Park;
Suzanne Juliussen, 908 Dumont Drive;
Anne Bienfang, 501 Shadywood Lane;
Kent Whitefield, 801 Sand;
John Galloway, 714 S. Weatherred;
David Gipson, 734 Nottingham Drive;
April Swales, 759 James;

Mayor Slagel noted the input received during the various meetings and the two hearings and opened the floor for a motion regarding the public hearing.

Mr. Macy moved to close the public hearing; second by Mr. Townsend and the motion was approved with a unanimous vote.

Mayor Slagel opened the floor for Council discussion. Mr. Omar stated there was no question about the need to revitalize the West Spring Valley area. Mr. Murphy stated that change is on the way and he felt the change would be dramatic. He noted that the Council has tried other tactics to encourage positive change that have not been successful. Mayor Slagel called for discussion on the various points of concern identified earlier by Ms. Heid.

Destruction of a nonconforming structure by fire flood, etc: Mr. Townsend preferred increasing the percentage to 75%; Mr. Macy stated 100%; Mr. Solomon stated he would compromise to 60% but felt more than that would defeat the purpose of the ordinance; Mr. Murphy stated he was in favor of 50% and would like it to be rebuilt in a conforming manner; Mr. Omar stated he was amenable to adding the proposed wording regarding the list of casualties and stated he was comfortable with 50%; Mr. Townsend felt the owner should be allowed to rebuild without having to meet new standards at 75% destruction; Mr. Macy stated 75% was not unreasonable. With regard to the time provisions regarding the rebuilding, Mr. Magner stated the concern was

the length of time a damaged building is left dormant and stated that permit could be renewed if work is occurring. Mr. Keffler felt these types of circumstances would be isolated and manageable, and underscored that it was not staff's intent to be punitive with time. Consensus was reached in favor of 18 months for rebuild with allowance to 24 months.

Autoflex Leasing: Mr. Murphy was in favor of excluding the Autoflex property south of Dumont in order to keep their property under the same zoning; Mr. Omar stated he was flexible because the property will be reviewed during the Central area review, but would like everything south of James included; Mr. Solomon stated his preference to exclude the Autoflex property and Mr. Macy voiced agreement; Mr. Townsend stated his preference to go to James.

Richardson Saw and Lawnmower: Mayor Slagel stated his preference to leave the size at 10,000 sq ft per building regardless of the number of buildings. Ms. Heid stressed that a repair facility would not be allowed. She stated that the only reason the lawnmower repair portion is allowed is because it is considered an accessory use in the current building. She further noted that accessory use is defined as small activity that is attached to the larger activity. Mr. Smith explained that the accessory use must be secondary to the primary use. Mayor Slagel summarized the consensus was to allow up to 10,000 sq ft for that particular use for Richardson Saw and Lawnmower for hardware for that particular business; tell them they can have two buildings, but they must have both use in each building. Mayor Slagel stated he was not clear why the single platted lot made a difference. Ms. Heid summarized that hardware and others are limited to 10,000 sq ft per building and Mayor Slagel affirmed the summary.

200 ft buffer in Area D and B: Mayor Slagel stated he likes what the Plan Commission proposed and felt it should remain as is. Mr. Townsend suggested the restriction be removed across the area. Discussion. A consensus was reached in favor of 150' on F, D & B; 2 story height limit; major modification required for mixed residential.

Streamline the Application Process: Consensus in favor of proposed language.

With regard to modifications, Ms. Heid explained that staff has no problem with standard maintenance and interior modifications are okay as long as they don't expand or enlarge the existing footprint.

Increase size of nonconforming structure: A consensus was reached to use the example provided allowing up to 15% up to the build-to line. With regard to destruction of nonconforming structure, Mr. Smith informed the Council that the Comprehensive Zoning Ordinance currently has a 50% requirement for the remainder of the city so the proposed ordinance would not be different. Mr. Keffler stated the distinction is the proposed ordinance would require the property owner to build to the new standards if there is 50% or more destruction. A consensus was reached to leave it as is.

With regard to Autoflex Leasing, the consensus was reached to stop at the boundary of the Autoflex property.

Mr. Smith recapped his understanding of the changes Council would like made to the proposed ordinance. With regard to the ability to expand a nonconforming structure by 15%, Council agreed it should be a maximum of 15% total; cumulative.

Mayor Slagel called a recess at 11:40 p.m. to allow the City Attorney to draft the changes to the ordinance. Mayor Slagel reconvened the meeting at 12:20 a.m., May 10, 2011.

Mr. Smith distributed a copy of the discussed changes and read the changes aloud as follows:

"Amend Article IX Section I 4.b. – In the event a nonconforming structure or use partially destroyed or damaged by fire, explosion, windstorm, flood or other casualty or act of God or public enemy to an extent not exceeding 50% of its total appraised value as determined by the appraisal district, or its successor, such structure or use may be rebuilt, restored, reestablished or reoccupied, to the extent it existed prior to the damage or destruction, provided in no case shall the size or function of a nonconforming use located within the structure prior to such damage or destruction be expanded beyond its size or function prior to the date of the damage or destruction, and further provided that an application for a building permit for the reconstruction is made within 6 months of the destruction (with one extension of 6 months at the discretion of the building official) and the reconstruction is completed within 18 months after the date of issuance of the building permit (with one extension of 6 months at the discretion of the building official).

Article IX Section I 4.a and b – add "explosion, act of god or public enemy" after "fire" and before "flood".

Amend Article IX Section I 2.g. to add – Interior remodeling of a nonconforming structure within the existing building footprint is permitted provided that the applicable building, fire, health safety codes are met.

Amend Article IX Section I.4. by amending the title of that section to "Expansion, Restoration of Nonconforming Structures, Uses and Signs" and by adding new subsections e, f and g to read as follows:

e. The height of a non conforming structure, which is nonconforming as to height and set back only, may be increased to the maximum height allowed by the sub-district.

f. A nonconforming structure, which is nonconforming as to height and setback only, may be expanded provided the new building area does not cumulatively increase the footprint of the original building area by more than 15% and further provided such building addition is architecturally compatible with the requirements of the sub-district in which the building is located.

g. A nonconforming structure, which is nonconforming as to height and setback only, may be expanded provided the new building area extends the existing building wall to a location between the existing b building wall and the build-to line required in the sub-district.

Amend Article IV Table 2 Sub-district Building Types by adding the requirement for Major Modification to Area B and F for Mixed Residential and amend note 2 to change the reference to Area D to Areas B, D and F and change 200 feet to 150 feet; and by amending appendix 4 sub-district height standards by deleting "except that" from note 2, by deleting note 2.a. and by adding former not b to the end of note 2.

Amend Appendix 1 by amending the maximum square feet to 10,000 for hardware store, furniture/home furnishings/home décor, office furniture/equipment/supplies, pet sales/grooming, sporting goods, toy/hobby shop/video and music sales and rental per building;

Amend Article IX Section C 2 by adding "in general" to the beginning of the first sentence and adding following 1. "Notwithstanding the above, the City Manager or designee may determine

which of the West Spring Valley Corridor Development Plan information and documents must be submitted for adequate review of individual applications based on the mandatory pre-submittal conference described in Article IX.C.3. below.

Amend Article IX Section I.4.c. to delete "by the occupants thereof".

Amend the boundaries of the District to exclude the property located at 600 S Central Expressway from the boundaries of the ordinance and amend the tables, maps and appendices within the ordinance accordingly.

Waiver of fees for major modification for a period of 6 months."

Discussion was held about the proposed changes.

> *ACTION TAKEN:* Mr. Murphy moved to approve Ordinance 3818, not the version forwarded by the Plan Commission, but the version presented by Staff with the changes we saw this evening and to include the following amendments that were passed out previously with the changes and modifications discussed, a copy of which was provided to the City Secretary; second by Mr. Macy. Mr. Townsend stated there were a few things he did not agree with, but he would support the entire ordinance. Mr. Omar felt the Council has been as flexible as possible to allow the businesses to continue and hoped it was a step in the right direction for the residents in the area. Mr. Solomon thanked the Plan Commission, Ms. Heid, Mr. Smith and staff, and felt it would move the city forward. Mr. Smith asked if Council meant to include the waiver of fees for six months in the motion and Mr. Murphy replied affirmatively. The motion was approved with a 6-0 vote, Mr. Mitchell abstained.

Mayor Slagel adjourned the meeting at 12:42 a.m.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL
May 23, 2011
City of Richardson, Texas

A Work Session of the City Council was convened at 6:00 p.m., Monday, May 23, 2011 with a quorum of said Council present, to-wit:

Gary Slagel	Mayor
Bob Townsend	Mayor Pro Tem
Mark Solomon	Council member
John Murphy	Council member
Bob Macy	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames	Assistant City Manager Administrative Services
David Morgan	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
EA Hoppe	Assistant to the City Manager
Pamela Schmidt	City Secretary

RECEPTION – 6:30 P.M.

A Reception was held in the Alcove next to the City Council Chamber to recognize the recently elected and re-elected 2011-2013 City Council Members.

SPECIAL CALLED MEETING – 7:30 P.M.

1. INVOCATION

2. PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS

3. VISITORS. (THE CITY COUNCIL INVITES CITIZENS TO ADDRESS THE COUNCIL ON ANY TOPIC NOT ALREADY SCHEDULED FOR PUBLIC HEARING. PRIOR TO THE MEETING, PLEASE COMPLETE A "CITY COUNCIL APPEARANCE CARD" AND PRESENT IT TO THE CITY SECRETARY. THE TIME LIMIT IS FIVE MINUTES PER SPEAKER.) There were no speakers.

At this time, Mayor Slagel opened the floor for comments by the Mr. Macy and Mr. Murphy.

Mr. Macy stated his campaign emphasis was to establish a vital balance and he felt the Council has met that goal and specifically noted the accomplishment with the 2010 Bond election. He felt they reached a good balance with zoning and felt the next Council would continue that balance. He talked about the need for good stewardship and felt the Council and staff meet that challenge every day. He specifically commended City Manager Keffler. He continued stating that the staff cares about the City and felt Richardson is a great city and is the pearl of the Metroplex. Lastly he thanked the community for allowing him to serve the past two years and specifically thanked his wife, Jeanne and daughters.

Mr. Murphy stated he loved the job of Councilman and voiced his appreciation to family, current and past Councils for the opportunity to serve and for allowing him to speak his mind. He stated that for the past 20 years, he has tried to follow his father's work ethic, do good, don't steal and always give more than expected. Advice to new Council is to learn the playground rules and abide by them; treat everyone with respect; don't say anything if you have nothing to say and never throw the first punch. He called on the new Council to always honor the public trust and thanked everyone very much.

Mayor Slagel stated it has been a great 24 years with 18 as Mayor, and thanked his wife and family for allowing him to spend so much time doing City work. He stated it is a bit of work, but it is worth because of the tremendous staff and various council members. He stated that none of what the Council accomplishes could be done without the staff and community who give Council support and guidance about the direction of the city. He thanked the newly elected members for stepping up to lead the City and stated it was very special that everyone here loves the city as much as they do. He noted all of the partners that were also in the audience and the success, fun and growth because of the partnership. He stated that Judge Noah never told him what to do but provided guidance. He stated he leaves with great gratitude to the community for allowing him to serve and extended a special thank you to Bill Keffler.

Mayor Pro Tem Townsend expressed his personal thanks to Mayor Slagle, Mr. Murphy and Mr. Macy for their years of service and for their guidance. He presented each with a Resolution signed by Representatives Madden, Button, Carter and Driver.

4. CONSIDER APPROVAL OF RESOLUTION NO. 11-17, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE CITY OF RICHARDSON GENERAL ELECTION FOR CITY OFFICERS HELD ON MAY 14, 2011.

Mayor Slagel read the results of the Election as follows:

Place 1	William Gordon	2,214 (28.72%)
	Bob Townsend	5,494 (71.28%)
Place 2	**Mark Solomon**	5,269 (68.02%)
	John A. DeMattia	2,477 (31.98%)
Place 3	**Scott Dunn**	6,203 (100%)
Place 4	**Laura Gibbs Maczka**	5,772 (74.97%)
	Karl Voigtsberger	1,927 (25.03%)
Place 5	**Kendal Hartley**	4,708 (61.56%)
	Dennis stewart	2,940 (38.44%)
Place 6	**Steve Mitchell**	6,326 (100%)
Place 7	Diana Clawson	2,487 (31.55%)
	Amir Omar	5,037 (63.91%)
	Alan North	358 (4.54%)

ACTION TAKEN: Mr. Mitchell moved approval of Resolution 11-17 canvassing the returns and declaring the results of the May 14, 2011 Election; second by Mr. Murphy and the motion was approved with a unanimous vote.

5. ADMINISTER THE OATH OF OFFICE TO THE ELECTED AND RE-ELECTED RICHARDSON CITY COUNCIL MEMBERS.

Judge Ray Noah administered the Oath of Office to the re-elected members as they stood at their seats on the Council dais. Thereafter, he administered the Oath of Office individually to the newly elected members of the Council; Mr. Dunn, Ms. Maczka and Mr. Hartley. Afterwhich, each new member took their seat on the dais. At this time, Mayor Slagel relinquished the Chair to Mayor Pro Tem Townsend for the remainder of the meeting.

Mayor Pro Tem Townsend opened the floor for comments by the Mr. Dunn, Ms. Maczka and Mr. Hartley.

Mr. Dunn thanked his family for their support throughout the campaign and stated he looks forward to serving with his fellow Council members and serving for the City.

Ms. Maczka thanked the citizens for voting for her and giving her their trust that she would actively serve. She stated she is honored and humbled by the opportunity. The thanked those Council members who served before her and thanked them for what they have started. Lastly she thanked her family for their support and stated she was looking forward to serving.

Mr. Hartley thanked his supporters for the work over the past 3 months and specifically thanked his wife Cindy, his three children, Katie, Davis and Karley, his parents and sister as well as his old friends, new friends and church. He stated he looks forward to serving and making good decisions for all of Richardson.

ACTION TAKEN: No Council action taken.

Mayor Pro Tem Townsend announced that Council would convene in Executive Session as listed below and would reconvene to take action regarding Item 6.

EXECUTIVE SESSION

- In compliance with Section 551.074 of the Texas Government Code, Council convened into a closed session at 7:57 p.m. to discuss the following:
  - Personnel
    - Deliberate the Selection, Evaluation and Duties of the Mayor and Mayor Pro Tem
- Council reconvened into open session at 9:17 p.m. to take action, if any, on matters discussed in executive session.

ACTION TAKEN: See Item 6.

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6. ELECTION OF THE MAYOR AND MAYOR PRO TEM FOR THE CITY OF RICHARDSON.

Mayor Pro Tem Townsend opened the floor for discussion or a motion.

ACTION TAKEN: Mr. Mitchell moved to nominate Bob Townsend as Mayor of Richardson; second by Mr. Solomon and the motion was approved with a unanimous vote.

ACTION TAKEN: Mr. Omar moved to nominate Laura Maczka as Mayor Pro Tem; second by Mr. Dunn and the motion was approved with a unanimous vote.

Mayor Townsend stated he was very happy for the opportunity to serve as Mayor for the next two years.

Mayor Pro Tem Maczka felt the community can look forward to a united Council and thought the citizens would be pleased with what they will find in this Council.

Mayor Townsend adjourned the meeting at 9:23 p.m.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

MINUTES OF A WORK SESSION OF THE CITY COUNCIL
June 6, 2011
City of Richardson, Texas

A Work Session of the City Council was convened at 6:00 p.m., Monday, June 6, 2011 with a quorum of said Council present, to-wit:

Bob Townsend	Mayor
Laura Maczka	Mayor Pro Tem
Mark Solomon	Council member
Scott Dunn	Council member
Kendal Hartley	Council member
Steve Mitchell	Council member
Amir Omar	Council member

City staff present:

Bill Keffler	City Manager
Dan Johnson	Deputy City Manager
Michelle Thames	Assistant City Manager Administrative Services
David Morgan	Assistant City Manager Community Services
Cliff Miller	Assistant City Manager Development Services
EA Hoppe	Assistant to the City Manager
Pamela Schmidt	City Secretary
Monica Heid	Community Projects Manager
Don Magner	Director of Community Services
Michael Massey	Director of Parks & Recreation
Peter G. Smith	City Attorney
Joe Gorfida	City Attorney's Office

- Call to Order – Mayor Townsend called the meeting to order at 6:00 p.m.

A. Visitors
None

B. Presentation of Proclamation for Asian Pacific American Heritage Month
Mr. Keffler explained that this recognition occurs annually in May and was delayed this year in respect for the change in Council due to the election process.

Mayor Townsend read and presented the proclamation to Katherine Dress, Vice President of DFW Asian American Citizen Council (DFWAACC) and Marian Gallemore, Secretary of DFWAACC. Ms. Dress thanked the Council for their support in promoting Asian activities.

C. Review and Discuss the Building Safety Month
Mr. Keffler advised Council and the audience that this item was also delayed to June to provide the new council with an opportunity to meet the staff of the Building Inspection Division of Community Services. He felt that Richardson was blessed to have a significantly strong building inspection team and wanted to appropriately recognize their contributions to the city. He asked Mr. Magner to provide the presentation.

Mr. Magner advised that Building Safety Month activities were held throughout the month of May and talked about the reorganization of Community Services, which included Building Inspection. He noted that Building Inspection and Environmental Services were recently moved to Community Services and noted that there were a great deal of efficiencies that would be achieved with the reorganization. He explained that the purpose of Building Safety Month is to advance public interest in the role that building code enforcement plays in ensuring high quality of life as well as raise awareness about the positive contributions building inspection professionals make in their community. He introduced the staff members totaling over 170 years of experience and expertise: Steve Boone, Asst. Director of Community Services – Building Inspections; Ronnie Stogsdill, Plumbing Inspector; David Perry, Mechanical Inspector; Robert Shine, Commercial Inspector; Billie White, Residential Mechanical Inspector; Jenna Hite, Administrative Asst.; Stephanie Pennington, Commercial Plans Examiner; Jennifer Patrick, Plans Examiner; Brent Tignor, Building Inspection Manager; Danny Pitcock, Residential Inspector; Holly Vaughn, Permit Clerk; and Gary Youngkin, Electrical Inspector.

Mayor Townsend recognized the valuable service the staff provides to the community and presented the proclamation to Mr. Magner recognizing Building Safety Month.

D. Review and Discuss the Collin County Parks & Open Space Project Funding Assistance Program

Mr. Keffler noted comments made by Dallas County Commissioner Maureen Dickey about the importance of working with Richardson on trail projects. He stated that staff would be communicating with Collin County Commissioners Cheryl Williams and Ducan Webb with regard to the proposed application and he asked Mr. Massey to provide a history of trail grant requests.

Mr. Massey first recognized Al Johnson, Executive Director of the Richardson Improvement Corporation, who has been valuable in assisting with grant applications. He provided information on various trails that connect Richardson trails with adjacent cities and other major trails such as White Rock Trail. He explained that staff would like to seek funding for University Trail from Collin County which would be a 50/50 match project of $750,000. He explained that the trail would be a 1.2 mile, 12' wide, multi-use concrete trail. He stated Richardson has over 25 miles of existing multi-use trails; there are 5 active trail projects totaling $12.45 M and are seeking funding for 3 project totaling $5.7 M and would like to apply for a grant from Collin County in the call for projects, which would require a Council resolution supporting the application.

Mr. Mitchell recognized the importance of the trails and the vision of Richardson for the connectivity of the trails. He felt that Richardson has set the standard in its commitment for trails and asked about opportunities for funding by the private sector. Mr. Massey felt it depended on the mission for the corporate or private sponsor and noted that the RIC provides for the opportunity because it is a non-profit organization. He talked about the importance of aligning the City's need with the need of the corporate community. With regard to the Central Trail, Mr. Mitchell asked Mr. Massey to address the vision for the drainage area behind the RISD property. Mr. Massey noted the improvements made by DART to provide necessary drainage capacity. He stated the plan is to cover the drainage and having the trail run on top of the drainage system. Mr. Johnson stated the drainage is funded through a 2010 G.O. Bond box project. The plan is to connect it to the Brick Row drainage system and to the sidewalk system of Brick Row.

Mr. Omar asked about the per capita for trails and felt the information would be important for marketing Richardson since it is a strength of the community. He talked about the importance of having 12' wide trails to attract more events. Mr. Massey stated that standard in 1992 was very different from the standard of 2011 and he agreed that a 12' wide trail is where the staff begins, but not all locations allow for a 12' width. He underscored that a 10' trail is still a very good trail to connect people although it may not be preferable for races. Mr. Omar noted the health and safety concerns with narrow trails as the trails become more popular. Mr. Massey assured Council that staff understands that wider is better and will work toward that end whenever possible. Mr. Solomon also encouraged having some parkway between the trail and the roadway.

There were no objections to considering approval of a resolution to make the grant application.

E. Review and Discuss the Fiscal Year 2011 – 2012 Budget Calendar

Mr. Keffler noted the various requirements that must be met for budget preparation and adoption. He asked Ms. Thames to brief the Council.

Mr. Thames presented the calendar noting that the departments have already begun working on the 2011-12 FY budget. She brought attention to the proposed Council budget retreat beginning Monday, July 18 through Thursday, July 21. She advised that staff will receive the certified roll on July 25 followed by calculation of the effective and rollback tax rates. She noted the various notices and publications that must be met in accordance with State law. She expected that the budget would be filed with the City Secretary on Friday, August 12 and it would be presented to Council during a Work Session on Monday, August 15. At that meeting, the Council would need to take a record vote with regard to the tax rate and to set the public hearing on the budget as well as the tax rate. The calendar provides that the first public hearing on the tax rate and the public hearing on the budget would be held on Monday, August 29 with the second public hearing on the tax rate on Monday, September 12 with adoption scheduled for Monday, September 26.

Mr. Omar asked about the location of the budget retreat. Mayor Townsend stated the proposal was to meet at the Richardson Woman's Club. Mr. Omar stated a preference to for the retreat to be televised. Ms. Thames stated that staff could make it available and Mr. Mitchell agreed that it would be preferable. Mr. Keffler explained that some of the terminology implies a tax increase although the tax rate would not increase. He also noted that the wording of the advertisements is stipulated by State law.

F. Review and Discuss the Collin Central Appraisal District and Dallas Central Appraisal District Preliminary 2011 – 2012 Tax Roll Review

Mr. Keffler stated that Kent Pfeil would review the preliminary numbers submitted by Dallas and Collin County and stressed that the numbers are preliminary.

Mr. Pfeil noted that the Dallas Central Appraisal District (DCAD) represents approximately 66% of the value and the Collin County Central Appraisal District (CCAD) represents approximately 34%. He explained that the DCAD provides the value in their system as of May 19, 2011 and the value changes throughout the summer. CCAD provides a forcasted estimated value of what they believe the value will be on the July 25 certification date. He stated that staff uses a 5 year history to provide a very informal effort and projects a 3.6% value lost, which would be the third decrease in three years. He noted that 1% of the tax roll is worth about $595,000 of tax revenue and each 1 cent of the tax rate is worth about $936,000. He underscored that the budget is based on the certified roll, which would be received on July 25.

G. Review and Discuss the Scrivener's Errors in Ordinance No. 3818 Regarding the West Spring Valley Planned Development Ordinance

Mr. Mitchell stated he would excuse himself from the meeting for the item due to a Conflict of Interest due to his residence being located within 200 ft. of the West Spring Valley Corridor zoning case and development ordinance.

Mr. Keffler stated there were some inconsequential errors within the ordinance previously approved. He asked Ms Heid to brief the Council.

Mr. Heid stated that a scrivener's error is generally a minor mistake of a typographical nature or a minor mapping error where a word is inadvertently misspelled or something is left out or added into the text being drafted. In the case of the ordinance in question, the corrections proposed will reflect the Council's motion and eliminate inconsistencies between sections. The proposed corrections do not change the legislative intent of the regulations and she elaborated on each proposed change. Ms. Heid stated that if there were no objections, an ordinance would be on the next meeting agenda for approval.

There were no objections to the proposed changes. Mr. Mitchell returned to the meeting.

H. City Council Orientation Briefing by the City Attorney and Related Discussion

Mr. Keffler recognized Pete Smith and Joe Gorfida of the Nichols Jackson Dillard Hager and Smith law firm that has been utilized by the City of Richardson for legal services, and asked Mr. Smith to brief the Council.

Mr. Smith presented an orientation that addressed the duties and responsibilities of the Council including the Texas Open Meetings Act and Conflicts of Interest.

I. Report on Items of Community Interest

None

Mayor Townsend announced the Executive Session at 8:45 p.m. and called a recess prior to convening in Executive Session.

EXECUTIVE SESSION

- In compliance with Section 551.071 and Section 551.072 of the Texas Government Code, Council convened into a closed session at 8:50 p.m. to discuss the following:

  - Consultation with City Attorney
    - Discussion of Pending Litigation and Settlement of EMS Billing Dispute in United States and State of Texas ex rel. v The Cities of Cedar Hill et al.

  - Deliberation Regarding Real Property
    - Property Considerations in the Belt Line Rd./Hyde Park Dr./Floyd Rd./Spring Valley Rd. Area
    - Property Considerations in the Arapaho Rd./Custer Rd./Campbell Rd. Area

- Council reconvened into open session at 10:30 p.m. to take action, if any, on matters discussed in executive session including settlement of the EMS Billing Dispute.

ACTION TAKEN: Mr. Solomon moved to authorize the City Manager to execute a Settlement Agreement by and between the United States, the State of Texas, Douglas Moore and the City of Richardson in the amount of $160,979.56 and to execute any amendments or other documents related thereto; second by Mr. Mitchell and the motion was approved with a unanimous vote.

Mayor Townsend adjourned the meeting at 10:31 p.m.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

City of Richardson
City Council Meeting
Agenda Item Summary

Meeting Date:	Monday, June 13, 2011
Agenda Item:	Visitors *(The City Council invites citizens to address the Council on any topic not already scheduled for public hearing.)*
Staff Resource:	Pamela Schmidt, City Secretary
Summary:	Members of the public are welcome to address the City Council on any topic not already scheduled for public hearing. Speaker Appearance Cards should be submitted to the City Secretary prior to the meeting. Speakers are limited to 5 minutes and should avoid personal attacks, accusations, and characterizations. In accordance with the Texas Open Meetings Act, the City Council cannot take action on items not listed on the agenda. However your concerns will be addressed by City staff, may be placed on a future agenda, or by some other course of resolution.
Board/Commission Action:	N/A
Action Proposed:	Receive comments by visitors.

MEMO

DATE: June 9, 2011

TO: Honorable Mayor and City Council

FROM: Sam Chavez, Assistant Director of Development Services *SC*

SUBJECT: Zoning File 11-05 – Motor Vehicle Service Station – QuikTrip

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REQUEST
JD Dudley, representing QuikTrip, is requesting to revoke Ordinance 3802 and approval of a Special Permit for a motor vehicle service station with modified development standards.

BACKGROUND
The applicant's request to revoke Ordinance 3802, approved in 2010 for a motor vehicle service station for QT, is based on the applicant's new design which reflects the acquisition of additional property located at the southeast corner of Lockwood Drive and Inge Drive.

The proposed motor vehicle service station would be located on a 1.64-acre site at the northeast corner of Belt Line Road and Inge Drive. The site consists of a vacant gas station/auto repair building, two (2) retail buildings, a vacant tract, and a portion of the existing Burger Street property. The proposed development includes a 5,668-square foot convenience store with 10-double sided gasoline pumps.

The modified development standards include reduced driveway internal storage depths, reduced internal gas pump stacking, a screening waiver, and allowance of a dumpster and associated screening wall to be located in the front setback along Lockwood Drive. The Commission discussed issues regarding the rear elevation and the paved islands along the driving aisles in the northeast portion of the property and suggested changes be made to reflect their comments before the plan was submitted to Council. The attached zoning exhibit and elevations reflect these changes. No letters in favor or in opposition have been received.

PLAN COMMISSION RECOMMENDATION
On May 3, 2011, the Commission voted 6-0 to recommend approval of the request subject to changes to the rear elevation and driving aisles in the northeast portion of the property along with a condition prohibiting the outside storage and display of merchandise.

ATTACHMENTS

Special Conditions
CC Public Hearing Notice
City Plan Commission Minutes 05-03-2011
Staff Report
Zoning Map
Current Aerial Map
ZF 10-19 Aerial Map (Previously approved site)
Zoning Exhibit (Exhibit "B")
Building & Canopy Elevations (Exhibits "C-1 & C-2")
Color Renderings (Exhibits "D-1 & D-2")
Site Photos (Exhibits "E-1" through "E-4")
Approved Concept Plan per Ord. 3802 (Exhibit "F")
Approved Color Elevations per Ord. 3802 (Exhibits "G-1 & "G-2")
Applicant's Statement
Applicant's Stacking Analysis
QuikTrip Letter Addressing Use of Bollards
Notice of Public Hearing
Notification List
Ordinance 3802

SPECIAL CONDITIONS ZF 11-05

1. Ordinance 3802 shall be repealed.
2. A motor vehicle service station shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the attached concept plan, marked as Exhibit “B” and made a part thereof.
3. The motor vehicle service station shall be constructed in substantial conformance with the attached concept plan (Exhibit “B”) and building and canopy elevations (Exhibits “C-1” & “C-2”).
4. A variance to allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit “B”) shall be allowed.
5. A variance to waive the requirement for an 8-foot masonry screening wall or living screen within a landscape buffer in conjunction with wrought iron along Lockwood Drive shall be granted.
6. A variance to allow the dumpster and associated screening wall to be located within the required 40-foot front setback along Lockwood Drive as shown on the attached concept plan (Exhibit “B”) shall be allowed.
7. The outside storage and display of merchandise shall be prohibited.

City of Richardson
Public Hearing Notice

The Richardson City Council will conduct a public hearing at 7:30 p.m. on Monday, June 13, 2011, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

Zoning File 11-05

A request by JD Dudley, representing QuikTrip, to revoke Ordinance 3802, a Special Permit for a motor vehicle service station, and to request a new Special Permit for a motor vehicle service station with modified development standards on the east side of Inge Drive, between Belt Line Road and Lockwood Drive; currently zoned C-M Commercial.

Zoning File 11-06

A request by Smitha Puppala & Madhuri Siddabhattuni, representing Little Steps Montessori School, to revoke Ordinance 3524, a Special Permit for a childcare center, and to request a new Special Permit for a childcare center at 635 W Campbell Road (SW corner of Campbell Rd and Nantucket Dr); currently zoned LR-M(2) Local Retail.

Zoning File 11-07

A request by Thomas Yakoob, representing Majesty Auto Glass, for a Special Permit for a motor vehicle repair shop – minor for an auto glass repair shop at 819 W Arapaho Road (SS of Arapaho Road between West Shore Dr and Newberry Dr); currently zoned C-M Commercial.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

CITY OF RICHARDSON
Pamela Schmidt, City Secretary

EXCERPT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES – MAY 3, 2011

Zoning File 11-05: A request by JD Dudley, representing Quik Trip, to revoke Ordinance 3802; a Special Permit for a motor vehicle service station, and to request a new Special Permit for a motor vehicle service station with modified development standards on the east side of Inge Drive, between Belt Line Road and Lockwood Drive.

Mr. Shacklett advised that the applicant was requesting the revocation of the previous ordinance and the issuance of a new Special Permit for a 5,668 square foot convenience store with 10 double-sided gas pumps. He noted that the applicant had been able to acquire additional property north of their site, which would allow the applicant to proceed with their Generation 3 store layout and add another 2 double-sided gas pumps.

Mr. Shacklett pointed out some of the new features noting that there would be an additional entrance to the property on Inge Drive; an increase to the buffer along Belt Line Road from 6-1/2 feet to 10-1/2 feet at the narrowest point, and fifteen feet for the remainder of the frontage area; an increase to the buffer along Inge Drive to 10-1/2 feet; and a minimum 17-foot landscape buffer along Lockwood Drive. He added that there would also be a rear driving aisle and the new Generation 3 store design would include additional entrances on the east and west sides of the building.

Shacklett highlighted some of the development standards that had been discussed with the applicant:

- Belt Line Entrance – originally a 28-foot throat depth approved in 2010; however, that was less than what would typically be required along Belt Line. The adjacent property owner, Burger Street, had made it known that they did not want to jeopardize the traffic movement at the adjoining entrance so the staff has recommended a new design to extend the landscape island to the west utilizing a mountable curb, as well as stamped concrete at the drive-thru exit. This redesign would provide visual separation between the drive-thru exits, direct vehicles to right and left turn exit lanes and that there was one-way traffic movement only.

- Northern Driving Aisle – the new design provides 360-degree circulation around the building with additional parking on the north side. On the south side, the applicant widened the driveway from 30 to 35 feet at the City's request to provide the full 24-foot fire lane with an 11-foot loading/unloading area. However, staff suggested extending the landscape islands on the northeast and northwest corners of the building to create a buffer between the loading zone and the driving aisle.

- East/West Driving Aisles – based on the applicant's corporate policies, they were requesting driving aisles 30 to 35 feet wide, but staff had suggested reducing the width to 24 feet because it would not encourage larger vehicles to park in the aisles while utilizing the convenience store and eliminate some of the concrete and use that area for landscaping.
- Landscape Islands – staff suggested the applicant extend the landscape island along the eastern property line to the edge of the fire lane so there would be no question as to the area inside or outside the fire lane, and it would be more visible to drivers indicating there was no access between the subject property and the property to the east.

- Access Easement – at the northeast corner of the property, the applicant had purchased a strip of land from the adjoining property owner as an access easement and staff suggested that rather than having an access easement, the property line should follow the edge of the driving aisle.

- Bollards – Quik Trip (QT) is known for using bollards and curbless designs around their store to better comply with Americans with Disabilities Act (ADA) and they would be doing so at the current site.

- Signage – in previous discussions there were some questions regarding signage on the building, specifically lighting as it pertained to the sign code and it was determined that the Commission and City Council would have purview over the illuminated bands on the canopies over the three entrances. However, the button signs on the building and the canopy over the gas pumps would be regulated by the City's Sign Code.

Mr. Shacklett concluded his presentation by stating the applicant was requesting two variances to the City's Subdivision and Development Code, and one variance from the Comprehensive Zoning Ordinances:

1. Allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit "B" Chapter 21-59).
2. Waive the requirement for the screening of the rear of a building that backs upon a dedicated street (Chapter 21-47)
3. Allow a dumpster and screening wall within the required 40-foot setback along Lockwood Drive.

Commissioner DePuy asked if the landscape islands would be landscaped with grass or bushes. She also wanted to know the dimensions of landscaping along Lockwood Drive

Mr. Shacklett replied that staff requested they be landscaped with some sort of grass, but more than likely the applicant would use pavers.

Regarding the landscaping along Lockwood Drive, Shacklett noted that the property did not run exactly parallel to Lockwood, but at the western end of the property by Inge Drive it was eighteen feet and widened to twenty-one feet on the eastern end.

Commissioner DePuy asked if the sidewalk itself would be up against Lockwood Drive, and was there any possibility of relocating the sidewalk away from the street so it ran down the middle of the landscaping.

Mr. Shacklett replied that the applicant would remove the existing sidewalk and replace it with new concrete, and there was a street easement 10 feet back of the curb so the thought was to keep the sidewalk in the public right-of-way; however, the applicant was able to provide a wider sidewalk along Inge Drive.

Commissioner Henderson asked if any consideration had been given to having entrance/exit along Lockwood Drive because it might provide better access to the frontage road of Central Expressway. He also wanted to know if the applicant had reached an agreement for an access easement in the northeast corner of the property.

Mr. Shacklett replied that in the original design there was a driveway off Lockwood Drive, but staff had a concern that it might be used as a cut through for vehicular traffic.

Regarding an access easement, Mr. Chavez replied that the applicant was negotiating with the adjacent property owner for an access easement so the driving aisle on the east side of the building would be partially located on QT's property and the proposed curb and landscape area along the driving aisle would prevent any vehicles from cutting through to Lockwood Drive.

Commissioner Maxwell asked to view the aerial photograph to clarify the access easement between the two properties. He also wanted to know if there was the potential for the building to the north to be torn down and rebuilt.

Mr. Shacklett replied that the property north of the applicant, 509-519 Lockwood Drive, had been a single platted lot with two buildings and a newly constructed parking lot that would supply sufficient parking for both buildings. When the owner of that property sold the western portion of the property to QT, it left a single office building and adjacent canopy on the remaining land. The owner of the land has been reviewing his options to tear down the canopy and add another office building, and the current parking would provide the needed spaces.

Commissioner Hand asked if the item before the Commission was a concept plan or development plan.

Mr. Shacklett replied that the request was similar to a site plan, but it was a Special Permit that would have zoning exhibits attached (Exhibit B and Black/White Elevations) and, if approved, the applicant would have to comply with the exhibits when they came back for the development plan process. He added that if the Commission wanted to make any changes to the exhibits, now would be the time to do so.

Commissioner DePuy stated she felt that an entrance/exit off Lockwood Drive would possibly cause a problem with larger trucks and that Inge Drive and Belt Line Road provided sufficient access to the property.

Vice Chair Hammond asked for clarification on the "notched" piece of property in the northeast corner of the applicant's submittal. He also wanted to confirm if the property would have to be replatted.

Mr. Shacklett replied that they would have to replat not only the applicant's property once the sale was finalized, but the previous owner's property and the property directly east where the Burger Street restaurant was located.

Regarding the "notched" piece of property, Shacklett noted staff had suggested that QT's property line should include the notched property as opposed to having just an access easement and that would alleviate any future problems with a driving aisle located on someone else's property.

With no further questions or comments, Vice Chair Hammond opened the public hearing.

Mr. Joe Domeier, representing QT, 1120 N. Industrial Boulevard, Euless, Texas, stated that in response to the question about the "notched" piece of property, the purchase agreement between QT and the adjacent property owner was contingent upon a shared access agreement between the two properties, which would be recorded simultaneously with the land closing and shown on the plat as an access easement by separate document. He added that the original intent was to have a shared driveway through to Lockwood Drive and to add a temporary curb so if the adjacent property developed further the shared access drive would be available.

Vice Chair Hammond asked for clarification regarding the access; would it be from the QT property to the adjacent eastern property, and if it was QT's intention to purchase the piece of property in question.

Mr. Domeier replied that QT did not intend to purchase the property but simply to add an access easement, which was common between adjoining developments. He added that initially QT wanted to allow access to the property from Lockwood Drive, but at staff's suggestion the area was curbed to prevent cut through of vehicular traffic.

Commissioner Henderson asked if the area between the building on the adjoining property and QT's property would be a driveway, and could the other property owner open up the proposed curb once it was installed.

Mr. Domeier replied that where the existing driveway is located would become part of the QT property and the area between that and the adjacent property/building would be landscape material. Also, if in the future access was needed to the adjacent property, the curb could be removed and the traffic would flow east from QT's property to the parking lot

at the corner of Lockwood Drive and Custer Road, but that could not happen without coming back before the Commission because it would require a site plan revision.

Mr. Shacklett pointed out that the property between the existing building on Lockwood Drive and QT's property was not wide enough for a driveway, and as part of the development plans for QT, the adjacent property to the east, and the Burger Street property would be revised.

Commissioner Frederick asked the applicant if it would help to accept staff's recommendation to enlarge the landscape and curb area to discourage cut through traffic.

Mr. Domeier replied that the adjacent property owner had a concern over setback requirements if that area was enlarged, which could impact the size of their building and their ability to lease the space. He added that QT was currently working on a compromise to keep the seller happy and meet staff's requirements.

Mr. JD Dudley, representing QT, 1120 N. Industrial Boulevard, Euless, Texas, added that the current plans called for curbing only, but what they would like to do is add a 1 to 2 foot raised curb with stamped concrete in lieu of landscaping.

Commissioner Maxwell asked to clarify what was on the property east side of the curb; was it landscaped or paved. He also wanted to know why the dumpster location had been changed from the previous plans and thought it could be moved closer to the building on the east side.

Mr. Domeier replied that there was a sidewalk and the existing canopy east of the curb and a raised stamped curb that would flow into the current grade.

Regarding the dumpster location, Mr. Dudley replied that the dumpster had previously been located at the northwest corner of the site, but they were able to move it to the northeast corner when the entrance/exit to Lockwood Drive was removed. He added that the reason for the angle and position of the proposed dumpster was to allow the trash truck to pull in and back out unimpeded and said they would agree to add extra screening (i.e., shrubs and trees) around the enclosure.

Commissioner Hand complimented the applicant on acquiring more land and combining parcels; however, expressed concern about the design of the building with entrances on the front and both sides, but not on the rear of the building. He added that QT had the advantage of possibly being the "hub" of future retail development and asked if there could be something done to dress up the rear elevation.

Mr. Domeier replied that QT's sales were based on high volume as opposed to high dollar and when looking at possible new designs and what was the next niche in their market – food services, they were faced with adding more entrances to alleviate in-store congestion. He noted that in the new design, the check out area was brought to the front of the building and a food service area would be against the back of the building.

Mr. Dudley pointed out that because of the amount of time and millions of dollars that went into the design of QT's stores, their corporate office was reluctant to make any changes; however, he did note that the corporate office agreed to add brick parapets on all four sides of the building instead of the previously proposed mesh screening.

Commissioner Hand stated he would like to enhance the back of the building with coping QT's signature red and silver stripe and would rather have a brick screening wall with shrubs than look at the proposed rear elevation.

Commissioner DePuy stated she was in favor of the access agreement between QT and the property to the east because it would help the owner develop their property and agreed with most of Mr. Hand's comments about having a more walkable, friendly, retail environment. She added that she did not want large trucks coming and going along Lockwood Drive, was not in favor of a masonry wall, and encouraged the applicant to follow the staff's recommendations regarding the landscape islands along the east and west corners of the rear elevation.

Mr. Domeier replied that their biggest concern were the truck drivers and cited instances where QT had repeatedly asked the drivers not to use the ADA ramps for unloading their products, but they did it any way. He said that the larger vehicles, the 18 wheel trucks, would have problems making the turn around those islands, which would eventually tear up the curb/berm and possibly cause problems with the trucks being outside the loading zone and blocking traffic.

Commissioner DePuy asked to confirm that there would be no outside storage or display.

Mr. Domeier confirmed that if the Commission did not want outside storage they would make sure there would be none.

Commissioner Hand asked why the building was not placed on the lot with the rear of building facing east. He also suggested that additional details could be added to the building to mute the contrast between the front and back elevations, but said he would feel better if the elevations were removed altogether from the item.

Mr. Domeier replied that he was not sure what their corporate office would or would not approve and asked that if the Commission approved the item, the motion would contain wording that they work with staff to come up some solutions.

Mr. Shacklett replied that since the applicant met the City's masonry standards, and if the elevations were not attached to the Special Permit, the applicant could build a simple flat brick box and would not be required to do anything that was proposed on the elevations.

Regarding adding wording to the motion to encourage the applicant and staff to work together, Shacklett suggested the following wording for a special condition: "At the time of development plans, elevations shall be submitted and approved by City Plan Commission and the City Council." He explained that if the Commission went forward and accepted the

elevations “as is,” and the City Council also approved them, the item would come back before on a Consent Agenda and the Commission would vote to either approve or deny based on whether the elevations did or did not conform to what was approved during the zoning process. However, if the elevations were taken out of the zoning and required at a later time, the Commission would approve them during the development plan process, but then the elevations would have to go to City Council for approval.

Mr. Chavez added that in essence the Commission would extend the approval process by making the applicant come back twice for approvals.

Mr. Dudley noted that the difference between the Generation 2 and 3 stores were the rear pilasters that had been previously approved by the Commission and suggested that those pilasters be added to the motion for approval, which would give him at least two weeks to go back to his corporate office for approval prior to the item coming before the City Council. He added that the Generation 2 store did have a red band on the rear elevation, but the Generation 3 store would not have that same feature.

Commissioner Hand asked why they could not extend the horizontal red band to the rear elevation to help mute the difference between the front and rear elevations.

Mr. Dudley replied that the pilasters on the previously approved elevations would not be the same as those on the proposed elevation; they would match the front of the new design. He asked if the red band was extended to the rear elevations would that be acceptable.

Commissioner Hand replied that it would be acceptable and asked if they could try to do something with the cornice on the raised parapet.

Mr. Chavez suggested that the applicant mimic the cornice from the front elevation to help soften the rear elevation and elevate the landscape berm next to the sidewalk to soften the look of the rear elevation.

Mr. Dudley restated that the corporate office was reluctant to change the design and felt the red band would be something they would not want to add. As far as the parapet in the back matching the front, Dudley advised that he had asked that question and their corporate office denied the request.

Commissioner Frederick asked if the pilasters proposed for the current submittal could mimic the front of the store using the same material.

Mr. Domeier explained that he and Mr. Dudley felt the pilasters were something that their corporate office would approve; however, the cornice had been requested for another market and had been denied.

Commissioner DePuy said she was in agreement with Mr. Domeier’s explanation of why the additional islands near the loading zone would not be acceptable, and felt that pilasters would be a good addition to the rear elevation.

Mr. Shacklett asked if the applicant would be able to make some of the changes requested by the Commission and have them back to staff within a week in time for the next Plan Commission meeting on May 17th. Also, any item that was approved at the May 17th meeting would not be heard at the City Council level until the June 13th meeting, as was the case with any item approved at the current meeting.

Mr. Domeier replied that they were under extreme time constraints and would prefer if the Commission decided to approve the item that the motion should contain verbiage stipulating that QT would add pilasters to the rear of the building, and that they would work with staff to be ready for the next City Council meeting.

Mr. Dudley added that if the item was approved at the current meeting, QT would have six weeks to present any changes to their corporate office for approval.

Vice Chair Hammond stated he appreciated that QT was coming to the City of Richardson and was proposing a quality design, but pointed out that even though the last submittal presented some obstacles it was passed with compromises from both sides. Hammond felt that the additional property gave QT a greater ability to comply with the City's ordinance, nevertheless they were objecting to many of the staff's recommendations. He also wanted to know how many employees would be needed at the new location.

Mr. Dudley replied that there would be 8 to 9 employees per shift; however, at shift change there could be fourteen to sixteen employees.

Vice Chair Hammond expressed his concern about the stacking of vehicles at the gas pumps and the fact that the footprint of the building had not been pushed back even though extra land had been acquired and there seemed to be more than adequate parking on the site.

Mr. Dudley replied that in talks with staff and QT's traffic engineer, they felt the intent of the original ordinance was for a smaller scale gas station with congestion issues and said he felt they had addressed those issues with the previous submittal as well as with the current submittal. He added that if the design was changed to meet the original ordinance requirements, it would create a large area of concrete whereas they had taken some of that space and created larger landscape buffers in both the front and the back of the site, which helped to soften the overall look of the project.

Mr. Domeier added they felt the original ordinance was written when gas stations had 2 or 3 pumps and the stacking of vehicle was a major concern; however, the new Generation 3 store plan was designed for the current and future trend of customers not only coming in for gas, but also for the customer who would be making use of the food services section of the store and staying longer. He added that additional concrete was not a cost concern and cited other QT stores where larger areas of concrete had been built and how the appearance or look of the design was not as aesthetically pleasing as the proposed concept.

Vice Chair Hammond thanked Mr. Domeier for his explanation and wanted to note that he concurred with the applicant that putting entrances in both front and back would lead to the loss of operational floor space, but felt the rear elevation could have a little more decorative appeal.

Commissioner Henderson asked if the store would operate for 24 hours, was the gas delivered by QT's own vehicles, and did they control when the gas trucks arrived.

Mr. Domeier replied that the store would operate 24 hours per day and QT did have their own gas trucks, but need determined when the trucks would arrive.

Mr. Dudley added that QT store personnel would monitor the storage tanks and the gas delivery trucks usually came late at night or early in the morning, but if there happened to be a large volume of gas sales and a truck was needed during the day it would be delivered at that time.

Mr. Shacklett stated that if a motion was made in favor of the item, the Commission might want to add that the elevations were approved subject to the addition of the pilasters to the north elevation as well as the prohibition of outside storage or display of merchandise in addition to the conditions mentioned in the staff report.

With no further comments in favor or opposed, Vice Chair Hammond closed the public hearing.

Motion: Commissioner DePuy made a motion to recommend approval of Zoning File 11-05 as presented with the following additional conditions: pilaster to be added at rear of building to mimic the front elevation, as well as no outside storage or display.

Commissioner Hand asked Ms. DePuy to amend her motion to require metal cornices at the raised corners of the buildings. He added that he was aware the applicant's corporate office may not want to make the change, but thought it should be added to the motion.

Mr. Chavez replied that if Mr. Hand's request was added to the motion and the applicant's corporate office would not make the change, the item would have to come back before the Commission before it could proceed to City Council for approval.

Commissioner DePuy declined to amend her motion.

Commissioner Frederick asked Ms. DePuy to amend her motion to add a requirement for landscape islands along the driveway at the northeast corner of the property.

Commissioner DePuy agreed to amend her motion.

Mr. Shacklett asked to clarify the motion as follows:

1. Ordinance 3802 shall be repealed.
2. A motor vehicle service station shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the attached concept plan, marked as Exhibit “B” and made a part thereof.
3. The motor vehicle service station shall be constructed in substantial conformance with the attached concept plan (Exhibit “B”) and building and canopy elevations (Exhibits “C-1” & “C-2”).
4. A variance to allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit “B”) shall be allowed.
5. A variance to waive the requirement for an 8-foot masonry screening wall or living screen within a landscape buffer in conjunction with wrought iron along Lockwood Drive shall be granted.
6. A variance to allow the dumpster and associated screening wall to be located within the required 40-foot front setback along Lockwood Drive as shown on the attached concept plan (Exhibit “B”) shall be allowed.
7. No outside storage or display of merchandise.

- And, revisions to Exhibit B to extend the islands along the eastern driving aisle per staff recommendations; and revisions to Exhibit C1 to add pilasters to the rear of the building to mimic the front elevation.

Commissioner DePuy concurred with the clarification. Second by Commissioner Frederick. Motion passed 6-0.

Staff Report

TO: City Council

THROUGH: Sam Chavez, AICP, Assistant Director – Development Services

FROM: Chris Shacklett, Planner *CS*

DATE: June 9, 2011

RE: **Zoning File 11-05**: QuikTrip – Motor Vehicle Service Station

REQUEST:

Revoke Ordinance No. 3802 and approval of a Special Permit for a motor vehicle service station with modified development standards on the east side of Inge Drive between Belt Line Road and Lockwood Drive

APPLICANT:

JD Dudley – QuikTrip Corporation

PROPERTY OWNERS:

QuikTrip, William Waugh and Alpesh Vaghela

TRACT SIZE AND LOCATION:

1.64-acre site, east side of Inge Drive, between Belt Line Road and Lockwood Drive.

EXISTING DEVELOPMENT:

The site currently consists of several tracts with a vacant gas station/auto repair building, two (2) retail buildings, a vacant tract, and a portion of the existing Burger Street property.

ADJACENT ROADWAYS:

Belt Line Road: Six-lane, divided arterial; 32,200 vehicles per day on all lanes, eastbound and westbound between Inge Dr & Lindale Ln (April 2009).

Inge Drive: Two-lane, undivided local street; no traffic counts available.

Lockwood Drive: Two-lane, undivided local street; no traffic counts available.

SURROUNDING LAND USE AND ZONING:

North: Retail/Commercial; C-M Commercial
South: Retail/Commercial; C-M Commercial
East: Retail/Commercial; C-M Commercial
West: Retail/Commercial; C-M Commercial

FUTURE LAND USE PLAN:

Enhancement/Redevelopment

These are areas where reinvestment and redevelopment is encouraged. Further study may be necessary to understand the full potential for redevelopment. This property is located in the Central Expressway enhancement/redevelopment area, and it is part of the City's Tax Increment Finance (TIF) district. Enhancement/redevelopment should include new and renovated office space, upgraded retail centers, and additional hospitality uses such as restaurant, hotel, and entertainment.

Future Land Uses of Surrounding Area:

North: Enhancement/Redevelopment
South: Enhancement/Redevelopment
East: Enhancement/Redevelopment
West: Enhancement/Redevelopment

EXISTING ZONING:

The subject property is C-M Commercial.

TRAFFIC/ INFRASTRUCTURE IMPACTS:

The requested zoning amendment will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

APPLICANT'S STATEMENT

(Please refer to the complete Applicant's Statement.)

STAFF COMMENTS:

Background:
In December 2010, the City Council approved a request for a Special Permit for a QuikTrip motor vehicle service station at the northeast corner of Belt Line Road and Inge Drive (See attached ZF 10-19 aerial map). During the public hearings, QuikTrip representatives stated they had attempted to acquire additional property to the north along Lockwood Drive, but the applicant was unwilling to sell.

Since the approval of Ordinance 3802 (Special Permit for QuikTrip motor vehicle service station on 1.05 acres), the applicant has been able to acquire an additional 0.59 acres along Lockwood Drive for a site totaling approximately 1.64 acres. The current request is for a Special Permit for a motor vehicle service station on the 1.64-acre site that accommodates a larger store, revised site layout, and updated building elevations.

The site is located at the northeast corner of Belt Line Road and Inge Drive. The subject tract consists of five (5) properties. Below is a brief description of each of the five (5) sites:

- The property located at the hard corner is a former Just Brakes site, and before that it was a gas station.
- The property located east had a site plan for an automotive center approved in 1981, but the building was demolished around 1995, and the site has been vacant since then. In 2003, a Special Permit for a Popeye's Chicken drive-thru restaurant was approved, but the restaurant was never built.
- The next property to the east is the Burger Street property. The Burger Street will remain; however, the western portion of their property will be platted into the proposed QuikTrip site. The driveway located to the southwest of the Burger Street will remain as the entrance to the remaining Burger Street and proposed QuikTrip.
- A retail building is located north of the former Just Brakes along Inge Drive.
- The additional property that is part of the current request is located at the southeast corner of Lockwood Drive and Inge Drive and is currently a portion of an existing retail site. The portion of the property that would be part of this request is a retail building that is currently vacant and being remodeled.

All the existing structures will be demolished and the subject tracts will be replatted into one (1) lot as part of the development plan process. The proposed facility will have access from Belt Line Road at an existing median opening as well as two (2) drives along Inge Drive. The building will be located in the center of the property with the canopy and ten (10) double-sided gasoline pumps to the south of the building. The previously approved request provided eight (8) double-sided gasoline pumps. Additional parking will be located on either side of the building as well as parking and an access drive along the northern side of the building adjacent to Lockwood Drive. A driveway to Burger Street to the east will be constructed to allow Burger Street customers to continue to access the existing median opening on Belt Line Road.

Proposed Development:

- Building Size: 5,668-square foot convenience store, with an approximately 7,345-square foot canopy covering ten (10) double-sided gasoline pumps.
    - The previous building was a 4,902-square foot convenience store, with an approximately 7,109-square foot canopy covering eight (8) double-side gasoline pumps.

- Building Materials: The building will be constructed with brick, polished CMU and metal panels and meets the City's minimum masonry requirements.

- Setbacks:
  Front: 40 feet along Belt Line Road, Inge Drive, and Lockwood Drive.
  No side setback required along the eastern property line.

- Height: 22'0" (top of cornice).

- Floor Area Ratio: 0.08:1 / Maximum 0.60:1 Allowed.

- Landscaping Percentage: 15.0% proposed, 7% required.
    - A minimum 10-foot landscape buffer is provided along all three (3) street frontages which conforms to City policy. The previous approve plan provided a minimum 6.5-foot buffer along Belt Line Road.

- Building Orientation: The building faces south toward Belt Line Road. Access to the site is provided from Belt Line Road and Inge Drive. The main entrance is provided on the south side of the building with secondary entrances on the east and west sides of the building. A delivery entrance will be provided on the north side of the building.

- Number of Parking Spaces: 49 proposed; 18 required.

Issues Related to the Request:
Belt Line Road Driveway – The driveway located along Belt Line Road does not meet the internal storage depth requirement (distance from curb to the curb at the first turning movement on-site). Based on the typical City driveway design guidelines, an internal storage depth of thirty-eight (38) feet would be required along an arterial; however, the proposed driveway provides only sixteen (16) feet which is the depth that exists currently at this driveway location. The previously approved zoning request depicted an internal storage depth of twenty-eight (28) feet; however, the Burger Street owner has stated that they prefer the currently proposed design to provide better access from the Belt Line median opening for their customers.

Staff has worked with the applicant to design a driveway that both adequately serves both properties as well as maintains safety. Part of the redesign includes widening the driveway and utilizing stamped concrete to provide visual separation between the driving aisle along the south side of Burger Street and the drive-thru exit.

Driving Aisles:

1. Northern Driving Aisle – Along the northern side of the building, a driving aisle is proposed that serves both parking along Lockwood Drive and allows for deliveries to the proposed convenience store. Staff suggested that the applicant extend the landscape islands at the northeast and northwest corners of the building to the southern line of the fire lane to create a visual barrier to the area along the north side of the building which is to be used as a loading and delivery zone. The applicant chose not to extend the landscape islands but rather to stripe the area as a loading zone stating they did not want to place any additional curbing in the driving aisles that may be driven over by larger trucks. It is staff's opinion that the extended landscape islands would provide a better separation between the driving aisle, loading area, and parking areas.

2. Eastern and Western Driving Aisles – The applicant is proposing 32-foot wide driveways on the east and west sides of the proposed building. They have stated it is necessary for truck maneuverability throughout the site. Staff's concern is that these wider driving aisles add extra concrete to the site in lieu of additional landscaping as well as the concern with trucks with trailers utilizing the extra wide aisles as parking areas. The internal storage depth at both entrances along Inge Drive are also less than twenty-eight (28) feet which is the City standard for this type of street and by narrowing these driving aisles, the 28-foot depth could be achieved; however, staff has determined that the provided internal storage depth would be adequate from a safety standpoint.

3. Driving Aisle along Eastern Property Line – Staff suggested that the island separating the Burger Street drive-thru from QT's eastern driving aisle be widened to the west to run along the eastern edge of the fire lane which the applicant has chosen not to incorporate. They have chosen not to incorporate this change stating that they want their driving aisles as wide as possible for truck maneuverability. Staff also suggested that the island along the eastern driving aisle located south of the dumpster location be widened to a minimum 4-foot wide island to provide a separation that is more visible to the driver. As shown, the islands are approximately two (2) feet wide and may not be visible to a driver and could also cause trip hazards.

Northeast Corner of the Property – The applicant is proposing that a portion of their driving aisle on the east side of the building be located on the adjacent property. An access easement would need to be acquired before the property can be replatted. Staff requested that the property line be adjusted so the driving aisle would be completely located on the QT property; however, the applicant has stated that the owner does not want to sell that portion of the property. It is staff's preference that since the driving aisle cannot be accessed by the adjacent property owner to the east that the aisle be placed entirely on the QT property.

Bollards/Parking Adjacent to Building – The proposed design shows head-in parking adjacent to the building without a curb with bollards spaced approximately five (5) apart spanning the non-curbed parking area. Staff informed the applicant that the City typically designs these parking areas to utilize a curb and no bollards. The applicant has stated the parking area is designed this way due to the preference of the Department of Justice to use the curbless design for ADA accessibility at QuikTrip stores. A copy of the letter from QuikTrip stating the Department of Justice preference is included in the packet.

Signage – As part of the request, the applicant has provided elevations that show their proposed signage. If the elevations are approved, the Commission will be approving the illuminated acrylic band along the building and the gas canopy. The applicant is proposing an illuminated band on all four (4) sides of the canopy and on the awnings over the entrances on the front and sides of the building (See Exhibits "C-1", "C-2", "D-1" and "D-2"). The copy signage on the building and canopy will still be part of the Building Inspection approval process and not under the Commission's purview.

Variances Required – The development of the proposed QuikTrip motor vehicle service station will require two (2) variances to the City's Subdivision and Development Code and one (1) variance from the Comprehensive Zoning Ordinance. The requested variances are as follows:

1. Allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit "B") (Chapter 21-59) - The City of Richardson Subdivision and Development Ordinance requires that gas pumps be located so as to provide adequate parking spaces for one (1) vehicle at each pump and one (1) vehicle waiting behind those using the pumps (waiting space), with a minimum of three (3) feet between such spaces. This requirement, however, was most likely intended for gas stations that would provide a single row of gas pumps rather than the double-stacked configuration proposed.

   The Ordinance also requires that a minimum of twenty-four (24) feet shall be provided behind the waiting space for two-way traffic. Based on the applicant's previous analysis presented to the Commission and City Council in 2010, they would only be providing approximately twelve and one-half (12.5) feet for the driving aisle on the north side of the canopy and eight (8) feet for the driving aisle on the south side of the canopy. The new design still does not provide adequate stacking per the City's Ordinance; however, an additional five (5) feet of width will be added to driving aisles along the north and south sides of the canopy.

   According to the applicant's analysis, the peak hour number of inbound trips for an 8-double-sided gas pump facility would be 107. This includes all trips, not just vehicles there to fuel. Assuming all 107 trips were to the gas pumps, a vehicle would arrive at a pump approximately every nine (9) minutes. According to applicant's discussions with QuikTrip personnel, the average time a vehicle is at a pump is approximately five (5) minutes which would allow for approximately 190 vehicles to fuel every hour without vehicles having to queue behind vehicles already at a pump. Based on the proposed design, the peak hour number of inbound trips would be 134 and approximately 240 vehicles could be fueled every hour without having to queue behind vehicles already at a pump.

   Based on this information, the applicant feels that the probability of significant queues developing behind the vehicles already at a pump would be low. As part of the Special Permit request, the applicant is requesting a variance to the Subdivision and Development Ordinance to allow for stacking as provided on Exhibit B.

2. Waive the requirement for the screening of the rear of a building that backs upon a dedicated street (Chapter 21-47) - The proposed design incorporates an additional 0.6

acres along Lockwood Drive that was not part of the previous request approved in 2010. Since the rear of the building will back upon a dedicated street (Lockwood Drive), the City's Subdivision and Development Code requires the rear of the building to be screened with an 8-foot masonry wall or a living screen and wrought iron fence. There will be no loading docks located on the rear of the building and the building will be separated from Lockwood Drive by an 18-foot landscape buffer, a row of parking and a driving aisle. There will be some landscaping placed in the landscape buffer along Lockwood to serve to screen the parking lot as well.

3. Allow a dumpster and screening wall within the required 40-foot setback along Lockwood Drive - The proposed dumpster would be located in the northeast corner of the property. The back of the dumpster screening wall will face Lockwood Drive, so the dumpster will not be visible from Lockwood, but both the screening wall and dumpster will be located into the required 40-foot front setback. The C-M district regulations state that a structure is not allowed to be located in the 40-foot front setback. The screening wall will be constructed of the same brick as the proposed building. It will also be located further away from Lockwood Drive than the existing building to the east. The applicant has determined that there would be no other adequate location to place the dumpster on the proposed property.

City Plan Commission Recommended Revisions:

1. Revise the north (rear) elevation to add pilasters to mimic the south (front) elevation. The CPC recommended this change so that the rear of the building facing Lockwood Drive would look more like the front of the building rather than the rear loading/unloading area of the building.

2. Extend the width of the islands along the eastern driving aisle per staff's suggestion stated above under "Issues Related to the Request – Driving Aisles, #3).

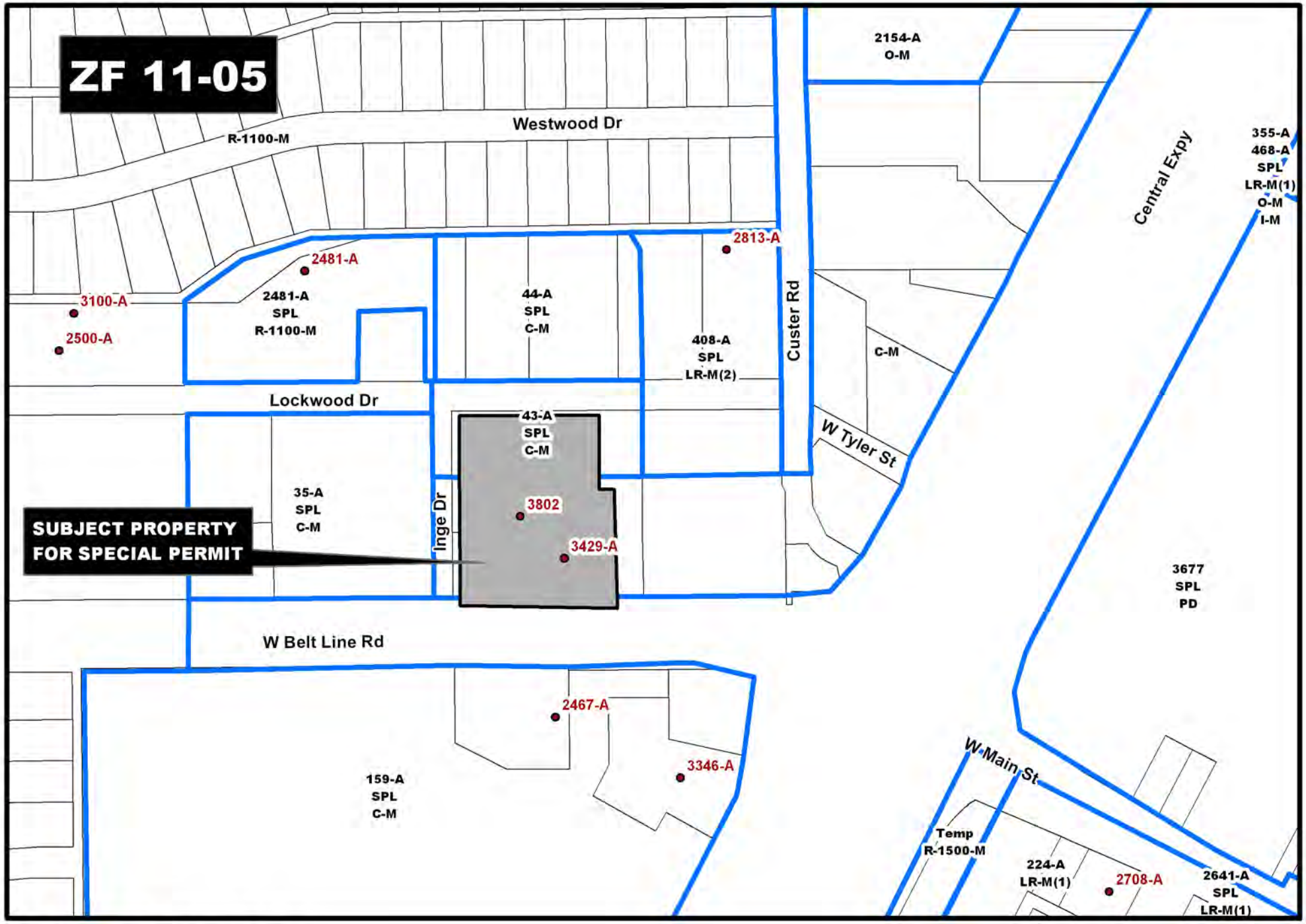
3. Prohibit the outside storage and display of merchandise.

Correspondence: As of this date, no letters of correspondence in favor or opposition have been received.

Motion: On May 3, 2011, the City Plan Commission recommended approval of the request subject to the following special conditions as well as changes to the concept plan (Exhibit "B") and building elevations (Exhibit "C" and Exhibit "D") noted above in bold:

1. Ordinance 3802 shall be repealed.
2. A motor vehicle service station shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof.
3. The motor vehicle service station shall be constructed in substantial conformance with the attached concept plan (Exhibit "B") and building and canopy elevations (Exhibits "C-1" & "C-2").

4. A variance to allow reduced internal stacking at the gas pumps as shown on the attached concept plan (Exhibit “B”) shall be allowed.
5. A variance to waive the requirement for an 8-foot masonry screening wall or living screen within a landscape buffer in conjunction with wrought iron along Lockwood Drive shall be granted.
6. A variance to allow the dumpster and associated screening wall to be located within the required 40-foot front setback along Lockwood Drive as shown on the attached concept plan (Exhibit “B”) shall be allowed.
7. The outside storage and display of merchandise shall be prohibited.

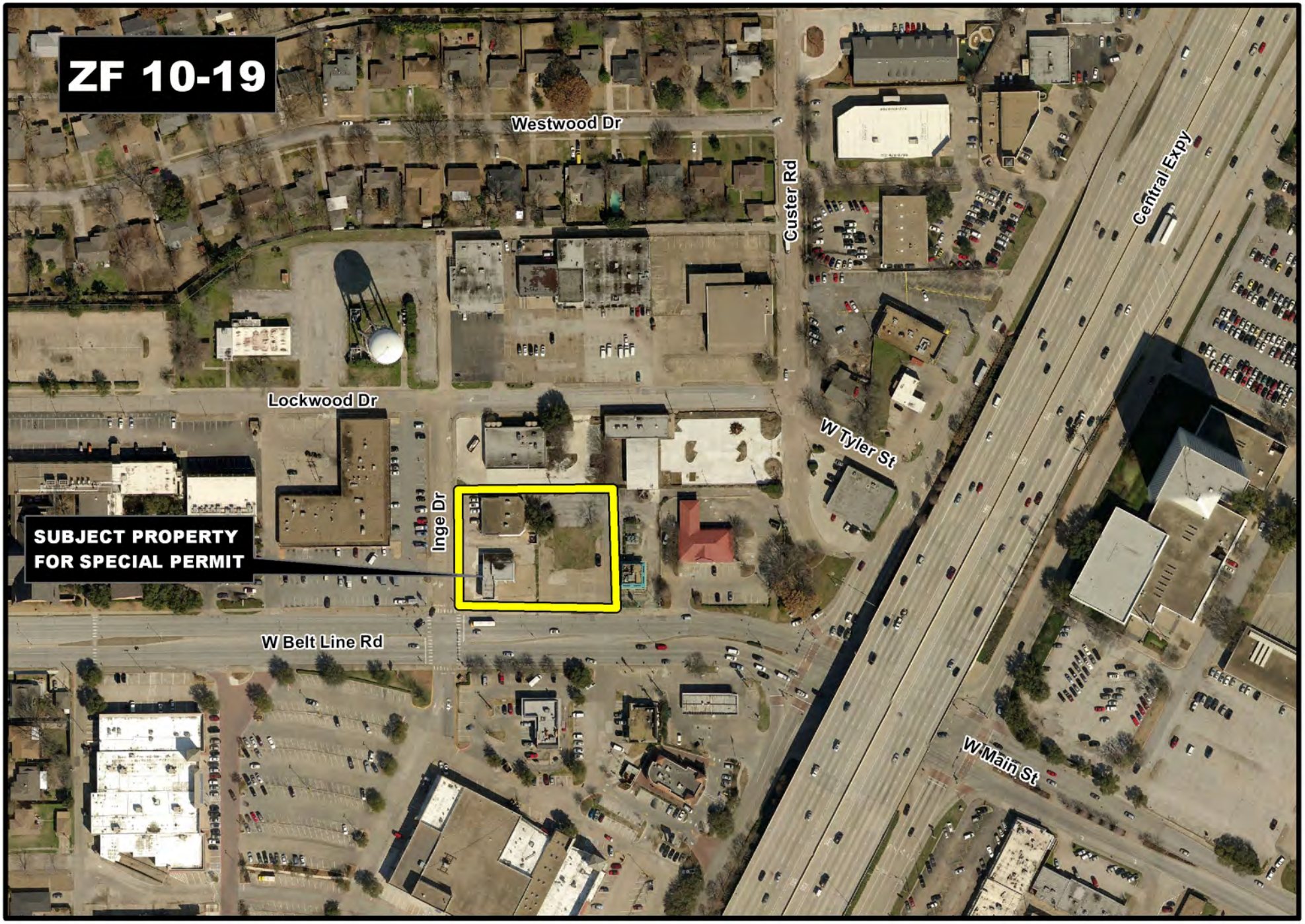


ZF 11-05 Zoning Map

Updated By: shacklettc, Update Date: March 21, 2011
File: DS\Mapping\Cases\Z\2011\ZF1105\ZF1105 zoning.mxd

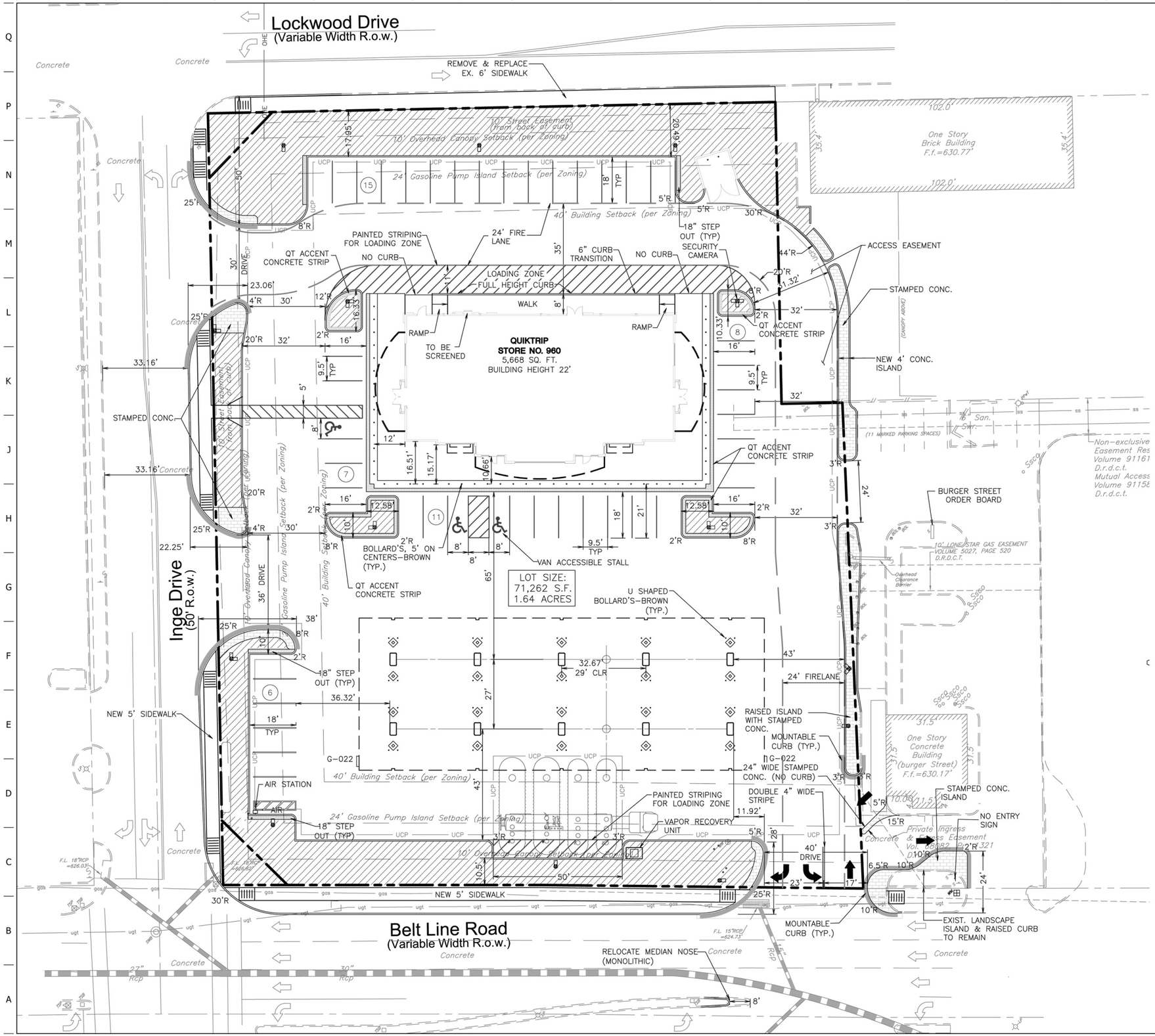
ZF 11-05 Aerial Map

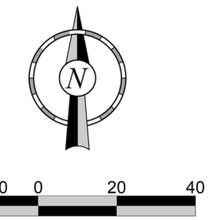
Updated By: shacklettc, Update Date: March 21, 2011
File: DS\Mapping\Cases\Z\2011\ZF1105\ZF1105 ortho.mxd

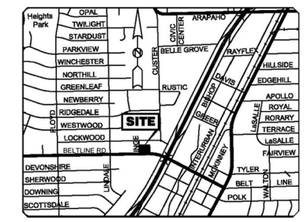


ZF 10-19 Aerial Map

Updated By: shacklettc, Update Date: November 2, 2010
File: DS\Mapping\Cases\Z\2010\ZF1019\ZF1019 ortho.mxd







Vicinity Map
Not to Scale

SITE DATA (QUIKTRIP STORE)		
EXISTING ZONING:	C–M COMMERCIAL DISTRICT	
PROPOSED ZONING AND USE:	SPECIAL PERMIT FOR GAS STATION / CONVENIENCE STORE	
SITE AREA INFORMATION:		
LOT AREA:	71,262 S.F.	1.64 AC.
QUIKTRIP BUILDING:	5,668 S.F.	
QUIKTRIP FUELING CANOPY:	9,707 S.F.	
PROVIDED LANDSCAPE AREA:	10,725 S.F.	
LANDSCAPE %	15.03	
FLOOR AREA RATIO (FAR):	0.08 / MAX 0.60:1 ALLOWED	
SETBACKS:	40' ALONG BELT LINE, LOCKWOOD & INGE/ 24' FOR GAS PUMPS, 10' FOR CANOPY	
PARKING INFORMATION:		
PARKING RATIO:	1/333 S.F.	
REQUIRED PARKING:	18	
PROVIDED PARKING:	45 + 3 ACCESSIBLE	
MAX BUILDING HEIGHT:	22'–0" AT FRONT DOOR (ONE STORY)	

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- FIRE LANE
- MOUNTABLE CURB W/PAVER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY
- PROPOSED LANDSCAPE AREA

NOTE:
SIGNAGE SUBJECT TO BUILDING INSPECTION OR APPROVAL.

Exhibit B - Part of Ordinance

PRELIMINARY
FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: THOMAS O. KHAMOOSHI
P.E. No.: 90194 Date: 03/22/11

PROJECT NO.: 0102946-30003

Bury+Partners
ENGINEERING SOLUTIONS
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
Tel. (972)991-0011 Fax (972)991-0278
Bury+Partners, Inc. Copyright 2009
Texas Registration #F-1048

QuikTrip No. 960
NEC BELTLINE @ INGE
RICHARDSON, TEXAS

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PROTOTYPE: P-66 (02/01/11)
DIVISION:
VERSION: 001
DESIGNED BY:
DRAWN BY:
REVIEWED BY:

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 02-23-11

SHEET TITLE:
ZONING EXHIBIT
(CONCEPT PLAN)

SHEET NUMBER:

FILE LOCATION:F:\0102946-30003\0960 Base - P66-ZONINGEXHIBIT-20FTOPTION.dwg TAB NAME:CITY SITE PLAN USER:tkhamooshi SAVED:5/19/2011 8:42 AM PLOTTED:5/19/2011 8:44 AM

NOTE:

1. SIGNAGE FOR ILLUSTRATION PURPOSES ONLY. SUBJECT TO BUILDING INSPECTIONS.
2. ILLUMINATED BAND TO BE PART OF CPC/CC APPROVAL AND NOT TO BE CACULATED AS PART OF SIGNAGE.

FRONT ELEVATION PERCENTAGES	
SOUTH TOTAL SQ FT – 2425	
SIGN PANEL	128 SQ FT/ 5%
MASONRY	1994 SQ FT/ 83%
CORNICE	249 SQ FT/ 10%
ACM	54 SQ FT/ 2%

REAR ELEVATION PERCENTAGES	
NORTH TOTAL SQ FT – 2425	
MASONRY	2137 SQ FT/ 88%
CORNICE	234 SQ FT/ 10%
ACM	54 SQ FT/ 2%

SIDE ELEVATION PERCENTAGES	
EAST TOTAL SQ FT – 1202	
MASONRY	1038 SQ FT/ 87%
CORNICE	137 SQ FT/ 11%
ACM	27 SQ FT/ 2%

SIDE ELEVATION PERCENTAGES	
EAST TOTAL SQ FT – 1202	
MASONRY	1038 SQ FT/ 87%
CORNICE	137 SQ FT/ 11%
ACM	27 SQ FT/ 2%

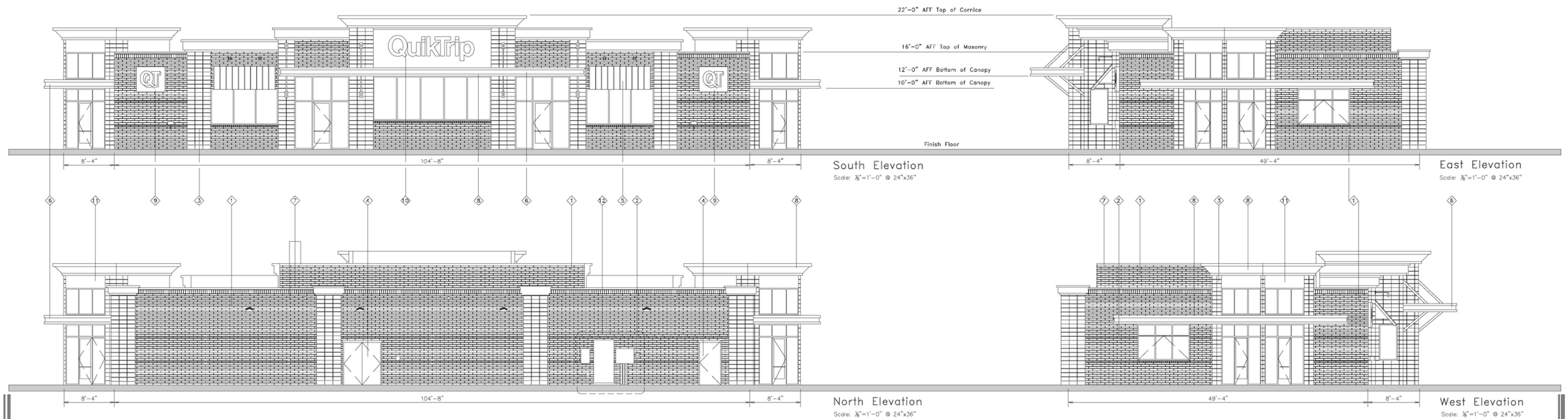

Exhibit C-1 - Part of Ordinance

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
960	NEC of Beltline & Inge	Richardson, TX
Serial #	Scale:	
0960BEL00-02	NTS	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	MIDNIGHT	TRENTWYTH	POLISHED CMU
4	QT BROWN	SHERWIN WILLIAMS	METAL/PAINT
5	QT RED	LANE	STANDING SEAM AWNING
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	DARK BRONZE	LANE	METAL/PAINT
8	HLZ-ALUMINUM	ALPOLIC	FASCIA
9	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
10	CL-6DR	ALLEN INDUSTRIES	SIGNAGE
11	MICA GRAY	ALPOLIC	ACM PANEL
12	TO BE SCREENED		

NOTE:

1. SIGNAGE FOR ILLUSTRATION PURPOSES ONLY. SUBJECT TO BUILDING INSPECTIONS.
2. ILLUMINATED BAND TO BE PART OF CPC/CC APPROVAL AND NOT TO BE CACULATED AS PART OF SIGNAGE.

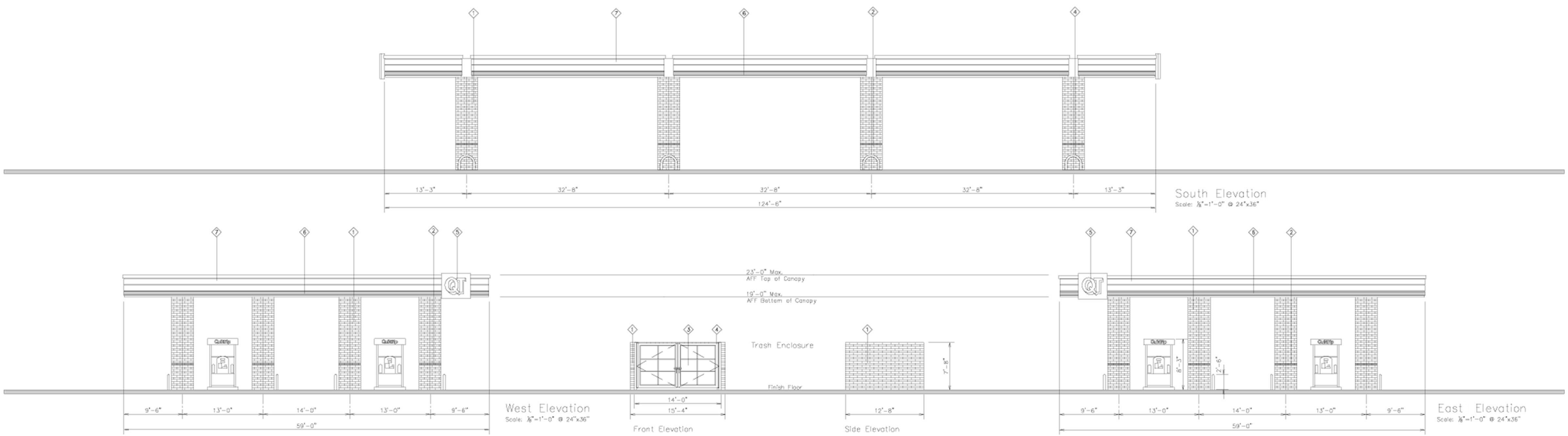

Exhibit C-2 - Part of Ordinance

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
960	NEC of Beltline & Inge	Richardson, TX
Serial #	Scale:	
0960GEL00-02	NTS	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT BLACK	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
4	DARK BRONZE	LANE	METAL/PAINT
5	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	HLZ-ALUMINUM	ALPOLIC	CANOPY

NOTE:

1. SIGNAGE FOR ILLUSTRATION PURPOSES ONLY, SUBJECT TO BUILDING INSPECTIONS.
2. ILLUMINATED BAND TO BE PART OF CPC/CC APPROVAL AND NOT TO BE CACULATED AS PART OF SIGNAGE.

FRONT ELEVATION PERCENTAGES	
SOUTH TOTAL SQ FT – 2425	
SIGN PANEL	128 SQ FT/ 5%
MASONRY	1994 SQ FT/ 83%
CORNICE	249 SQ FT/ 10%
ACM	54 SQ FT/ 2%

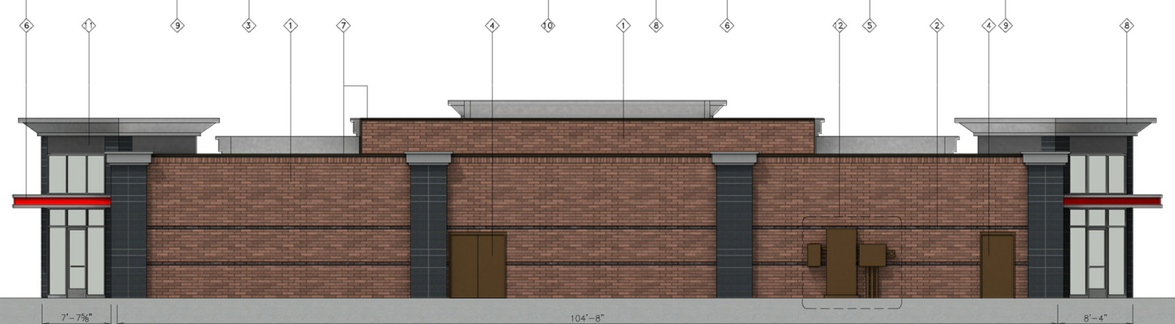
REAR ELEVATION PERCENTAGES	
NORTH TOTAL SQ FT – 2425	
MASONRY	2137 SQ FT/ 88%
CORNICE	234 SQ FT/ 10%
ACM	54 SQ FT/ 2%

SIDE ELEVATION PERCENTAGES	
EAST TOTAL SQ FT – 1202	
MASONRY	1038 SQ FT/ 87%
CORNICE	137 SQ FT/ 11%
ACM	27 SQ FT/ 2%

SIDE ELEVATION PERCENTAGES	
EAST TOTAL SQ FT – 1202	
MASONRY	1038 SQ FT/ 87%
CORNICE	137 SQ FT/ 11%
ACM	27 SQ FT/ 2%

South Elevation
Scale: 1/8"=1'-0" @ 24"x36"

East Elevation
Scale: 1/8"=1'-0" @ 24"x36"



North Elevation
Scale: 1/8"=1'-0" @ 24"x36"

West Elevation
Scale: 1/8"=1'-0" @ 24"x36"

Exhibit D-1

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
960	NEC of Beltline & Inge	Richardson, TX
Serial # 0960BEL00-02	Scale: NTS	

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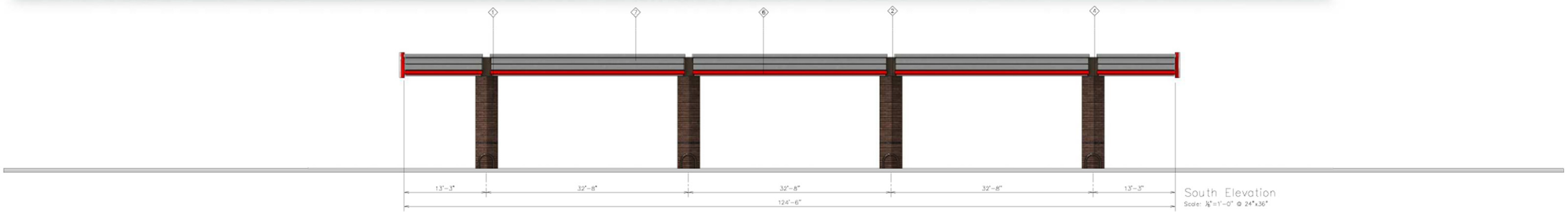
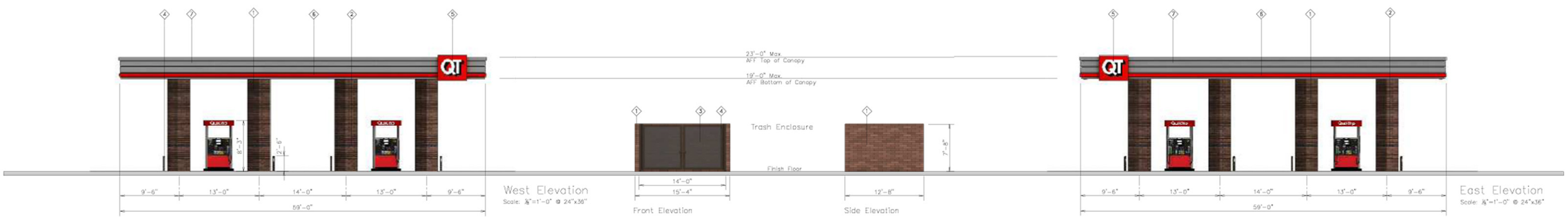
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	MIDNIGHT	TRENTWYTH	POLISHED CMU
4	QT BROWN	SHERWIN WILLIAMS	METAL/PAINT
5	QT RED	LANE	STANDING SEAM AWNING
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	DARK BRONZE	LANE	METAL/PAINT
8	HLZ-ALUMINUM	ALPOLIC	FASCIA
9	IDR-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
10	CL-60R	ALLEN INDUSTRIES	SIGNAGE
11	MICA GRAY	ALPOLIC	ACM PANEL
12	TO BE SCREENED		

NOTE:

1. SIGNAGE FOR ILLUSTRATION PURPOSES ONLY, SUBJECT TO BUILDING INSPECTIONS.
2. ILLUMINATED BAND TO BE PART OF CPC/CC APPROVAL AND NOT TO BE CACULATED AS PART OF SIGNAGE.



South Elevation
Scale: 1/8"=1'-0" @ 24"x36"



West Elevation
Scale: 1/8"=1'-0" @ 24"x36"

Front Elevation

Side Elevation

East Elevation
Scale: 1/8"=1'-0" @ 24"x36"

Exhibit D-2

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Address:	City, State:
960	NEC of Beltline & Inge	Richardson, TX
Serial #	Scale:	
0960GEL00-02	NTS	

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#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT BLACK	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
4	DARK BRONZE	LANE	METAL/PAINT
5	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
6	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
7	HLZ-ALUMINUM	ALPOLIC	CANOPY

NEC Belt Line Road & Inge Dr - November 2010

Exhibit E-1

NEC Belt Line Road & Inge Dr - November 2010

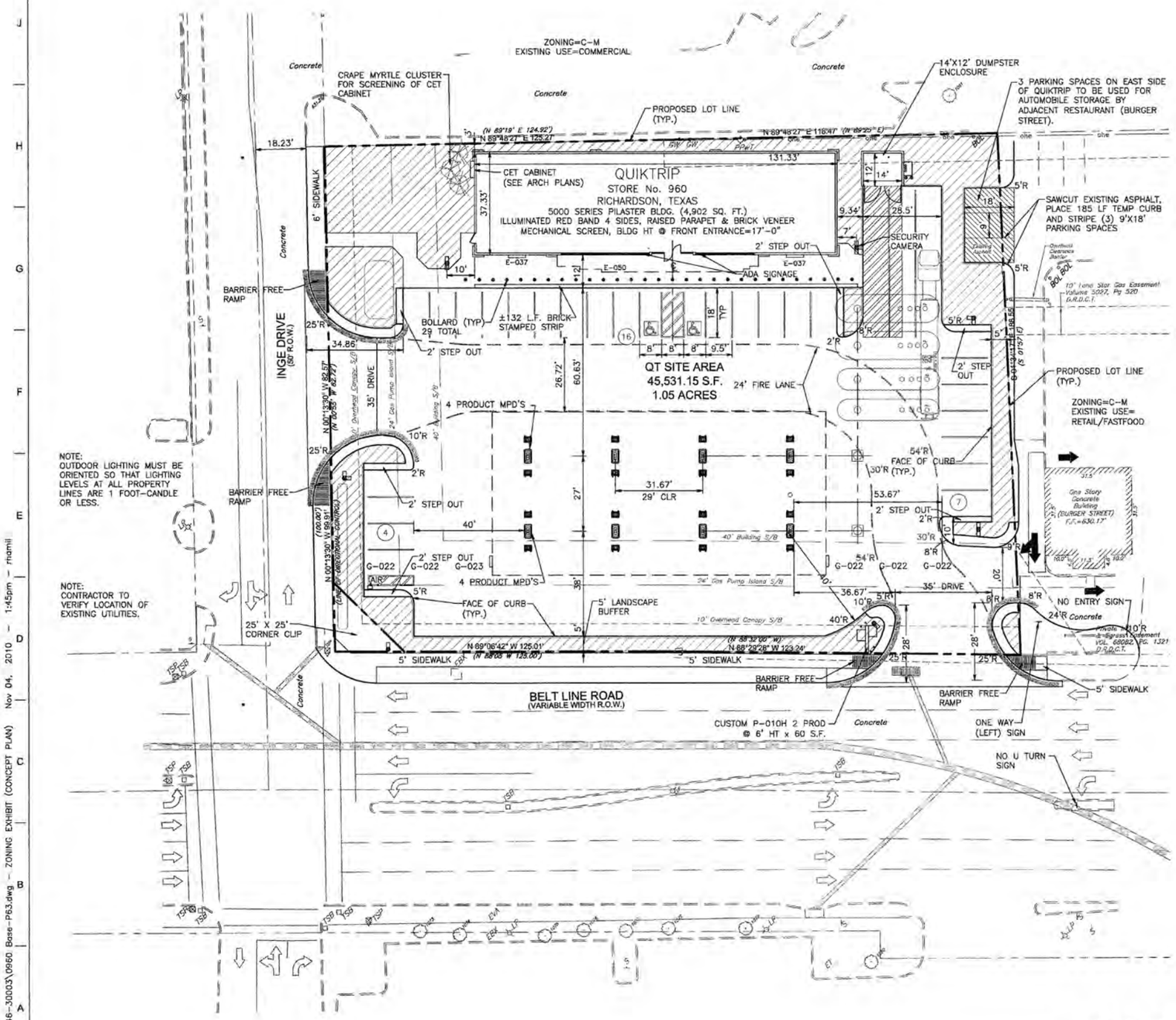
Exhibit E-2

NEC Belt Line Road & Inge Drive - Nov. 2010/April 2011

Exhibit E-3

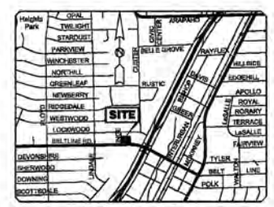
NEC Belt Line Road & Inge Drive - April 2011

Exhibit E-4



NOTE:
OUTDOOR LIGHTING MUST BE ORIENTED SO THAT LIGHTING LEVELS AT ALL PROPERTY LINES ARE 1 FOOT-CANDLE OR LESS.

NOTE:
CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES.



Vicinity Map
Not to Scale

SITE DATA (QUIKTRIP STORE)

EXISTING ZONING:	C-M COMMERCIAL DISTRICT	
PROPOSED ZONING AND USE:	SPECIAL PERMIT FOR GAS STATION / CONVENIENCE STORE	
SITE AREA INFORMATION:		
LOT AREA:	45,531 S.F.	1.05 AC.
QUIKTRIP BUILDING:	4,902 S.F.	
QUIKTRIP FUELING CANOPY:	7,109 S.F.	
PROVIDED LANDSCAPE AREA:	7,126 S.F.	
LANDSCAPE %	15.65	
FLOOR AREA RATIO (FAR):	0.108	
SETBACKS:	40' ALONG BELT LINE & INGE/ 24' FOR GAS PUMPS, 10' FOR CANOPY	
PARKING INFORMATION:		
PARKING RATIO:	1/333 S.F.	
REQUIRED PARKING:	15	
PROVIDED PARKING:	25 + 2 ACCESSIBLE	
MAX BUILDING HEIGHT:	17'-0" AT FRONT DOOR (ONE STORY)	

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- FIRE LANE
- MOUNTABLE CURB W/PAVER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY
- PROPOSED LANDSCAPE AREA

NOTE:
SIGNAGE SUBJECT TO BUILDING INSPECTION OR APPROVAL.

Exhibit F - Approved Dec. 2010 per Ord. 3802

PRELIMINARY FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer: THOMAS O. KHAMOOSHI
P.E. No. 90194 Date 08/02/2010
SIGNATURE DATE: 09/28/10

Burry+Partners
ENGINEERING SOLUTIONS
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
Tel. (972)991-9011 Fax (972)991-3028
Email: info@burryplus.com
Texas Registration #F-1045

STORE NO.: 960

GROSS AREAGE = 1.05 ACRES
NEC BELTLINE @ INGE
RICHARDSON, TEXAS

QuikTrip

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PROTOTYPE: P-63 (05/01/10)
DIVISION:
VERSION: N/A
DESIGNED BY: TK
DRAWN BY: MM
REVIEWED BY: TK

APPLICANT INFORMATION
QUIKTRIP
ADDRESS: 1120 NORTH INDUSTRIAL BLVD.
EULESS, TX 75039
TELEPHONE: (817)780-3187
CONTACT: J.D. DUDLEY

REV	DATE	DESCRIPTION
		ORIGINAL ISSUE DATE:

SHEET TITLE:
ZONING EXHIBIT (CONCEPT PLAN)

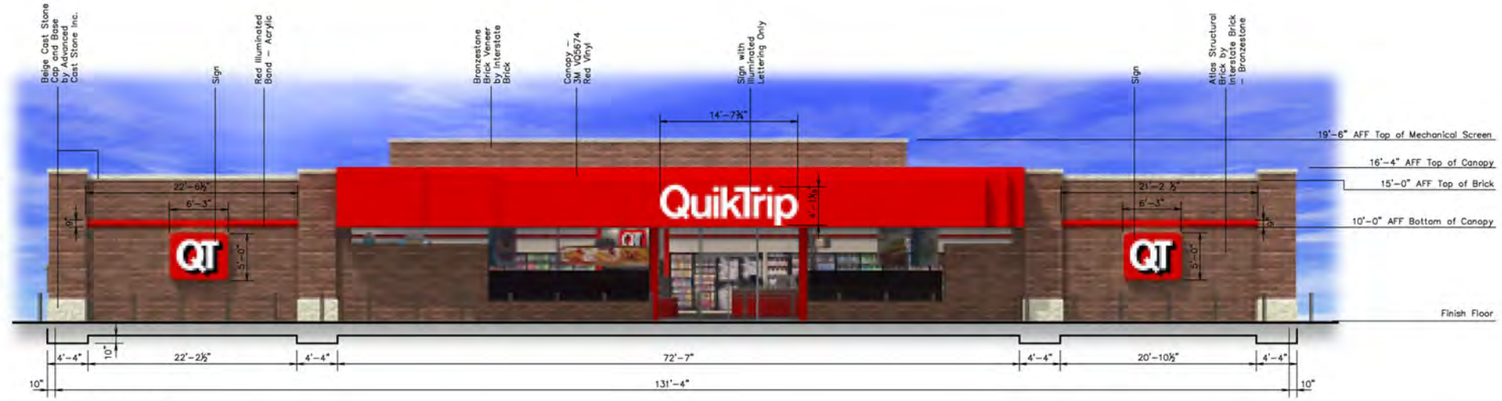
SHEET NUMBER:
1

F:\0102946-30003\0960 Base-P63.dwg - ZONING EXHIBIT (CONCEPT PLAN) Nov 04, 2010 - 1:45pm - rhamil

NOTE:
Signage for illustration purposes only. Subject to Building Inspections.

SIGNAGE	148 SQ FT

FRONT TOTAL SQ FT – 2298	
FRONT DOORS AND WINDOWS SQ FT – 461	
FRONT TOTAL W/OUT DOORS AND WINDOWS SQ FT – 1837	
BRICK	1747 SQ FT/ 95%
STONE	89 SQ FT/ 5%

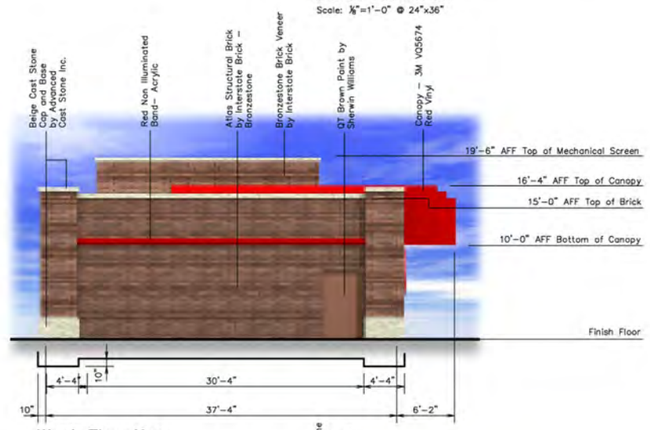


South Elevation

Scale: ⅛"=1'-0" @ 24"x36"

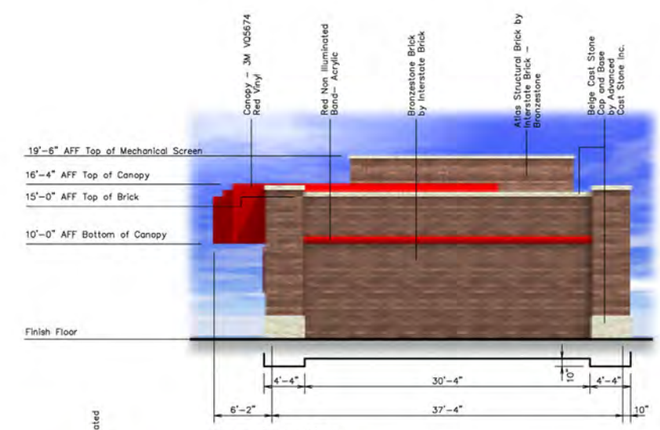
SIGNAGE	23 SQ FT

LEFT SIDE TOTAL SQ FT – 684	
LEFT SIDE DOOR SQ FT – 29	
LEFT SIDE TOTAL W/OUT DOOR SQ FT – 655	
BRICK	607 SQ FT/ 93%
STONE	48 SQ FT/ 7%



West Elevation

Scale: ⅛"=1'-0" @ 24"x36"



East Elevation

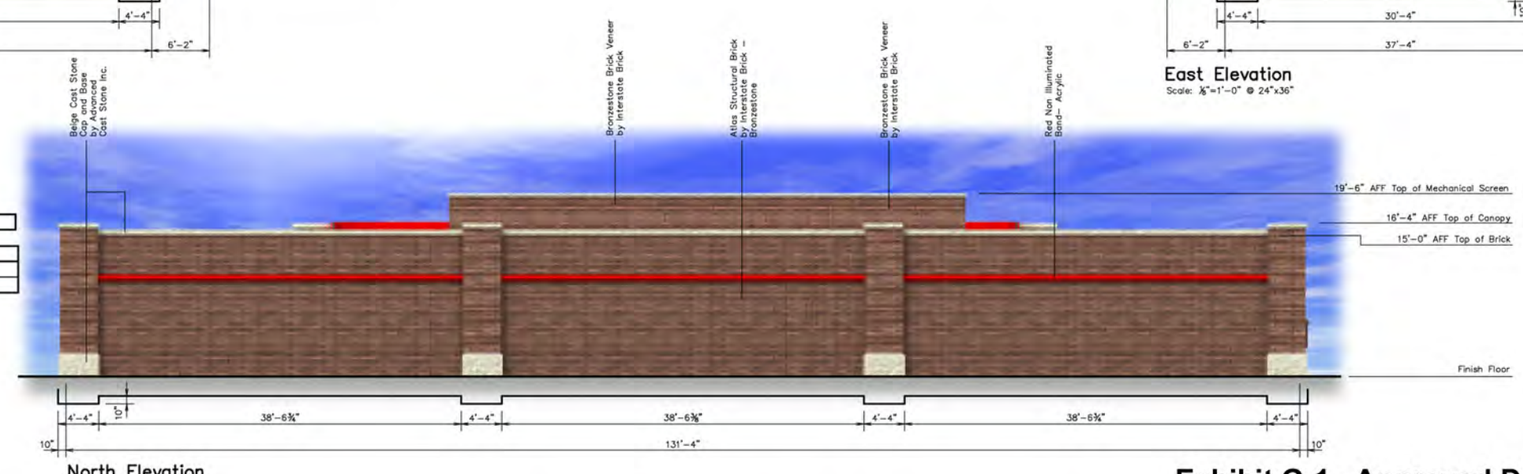
Scale: ⅛"=1'-0" @ 24"x36"

SIGNAGE	23 SQ FT

RIGHT SIDE TOTAL SQ FT – 684	
BRICK	636 SQ FT/ 93%
STONE	48 SQ FT/ 7%

SIGNAGE	87 SQ FT

REAR TOTAL SQ FT – 2283	
BRICK	2158 SQ FT/ 95%
STONE	125 SQ FT/ 5%



North Elevation

Scale: ⅛"=1'-0" @ 24"x36"

Exhibit G-1 - Approved Dec. 2010 per Ord. 3802

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Building Elevations

QuikTrip Store No. :960 | NEC of Beltline and Inge | Richardson, TX

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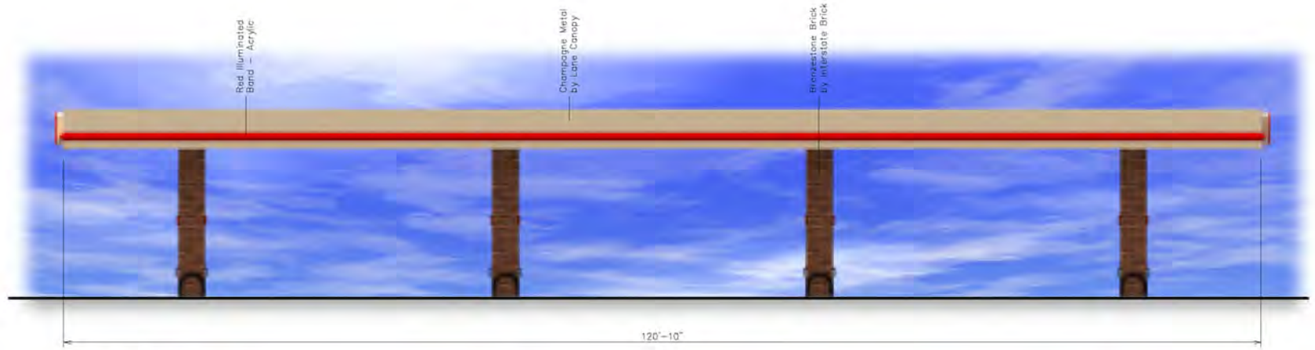
Presentation Exhibit
5000 Ultra QuikTrip Store

STORE NO.: 960	SHEET 1
SCALE: NTS	
DRAWN BY: JYK	
ISSUE DATE: 11/04/10	
SERIAL NUMBER: SD50BEL00-08	OF 1

SIGNAGE	79 SQ FT/ 12%

NORTH/SOUTH TOTAL SQ FT – 643	
BRICK	160 SQ FT/ 25%
CANOPY	484 SQ FT/ 85%



South Elevation

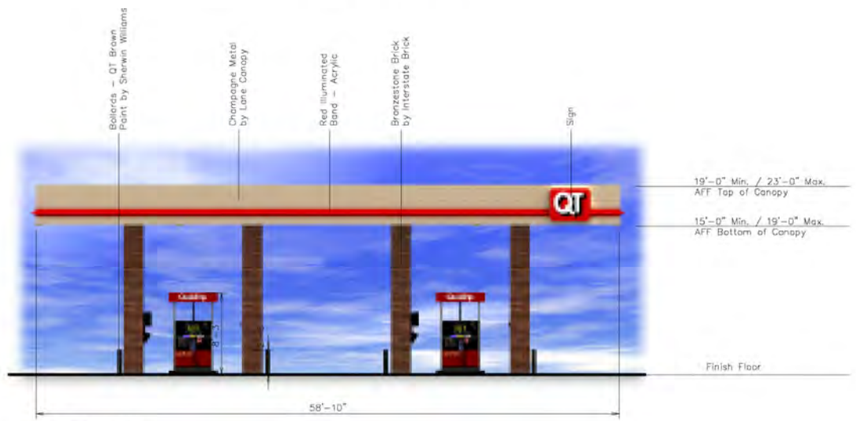
Scale: ⅛"=1'–0" @ 24"x36"

NOTE:

Signage for illustration purposes only. Subject to Building Inspectioins.

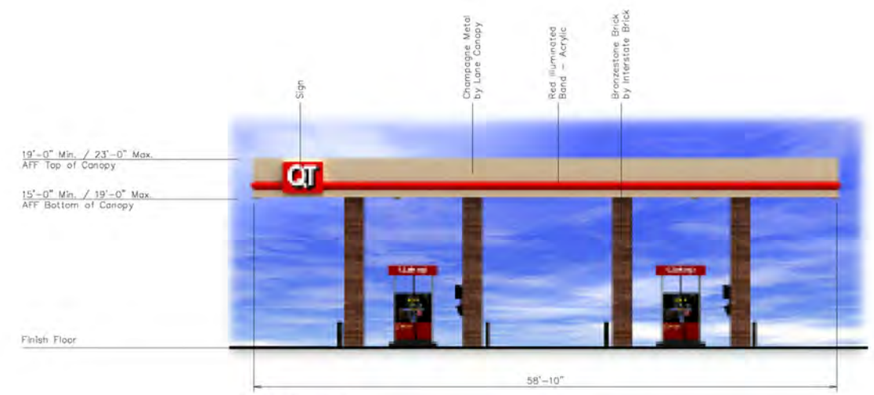
SIGNAGE	49 SQ FT

EAST/WEST SIDE TOTAL SQ FT – 355	
BRICK	120 SQ FT/ 34%
CANOPY	235 SQ FT/ 66%



West Elevation

Scale: ⅛"=1'–0" @ 24"x36"



East Elevation

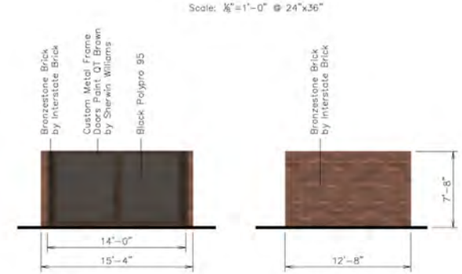
Scale: ⅛"=1'–0" @ 24"x36"

SIGNAGE	49 SQ FT

EAST/WEST SIDE TOTAL SQ FT – 355	
BRICK	120 SQ FT/ 34%
CANOPY	235 SQ FT/ 66%

Trash Enclosure

Scale: ⅛"=1'–0" @ 24"x36"



Front Elevation

Side Elevation

Exhibit G-2 - Approved Dec. 2010 per Ord. 3802

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Gas Canopy Elevations

QuikTrip Store No. :960 NEC of Beltline and Inge Richardson, TX

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Presentation Exhibit
DS8 Gas Canopy

STORE NO.: 960	SHEET 1 OF 1
SCALE: NTS	
DRAWN BY: JYK	
ISSUE DATE: 11/04/10	
SERIAL NUMBER: 0960GEL00-02	

QuikTrip Corporation

DALLAS/FORT WORTH DIVISION
1120 North Industrial Boulevard
Euless, TX 76039
817-358-7680
Fax: 817-858-0213

Zoning Change Request- Commercial (C-M) SUP

Purpose: The purpose of this submittal is to allow for the development of a 1.6363 acre tract of land for the purpose of constructing a convenience store with retail gasoline sales. The provisions of the Commercial (C-M) District and all other applicable regulations as stated in the City of Richardson's Zoning Ordinance shall govern this tract of land.

Proposed Conditional Use:

QuikTrip is proposing to construct and operate a 24 hour Convenience Store with Beer and Wine Sales for off-premise consumption only and retail motor fuel sales. The proposed QuikTrip will comply with all ordinances and requirements within the Commercial (C-M) District, except as follows;

- QuikTrip is requesting that the stacking requirement for gasoline service station be waived. We feel we meet the intent of this ordinance by providing a double row of pumps and more the adequate parking. Please refer to the attached exhibit provided by Lee Engineering. The analysis provides detailed information pertaining to lot circulation and stacking.

We believe that our development will provide a family oriented, clean and modern facility for the citizens of Richardson. We provide many of the items you will find in your larger grocery stores, with very similar pricing. We are also making great strides in the food industry and currently have a commissary in Coppell that caters to all 82 DFW locations. We will have fresh foods delivered daily such as pastries, wraps, salads, sandwiches and desserts.

QuikTrip takes great pride in our employees and our stores. We build our facilities to last fifty years and we maintain them so that they will. We have an in house Facility Support team that maintains our stores daily. They are called on to maintain the landscaping, machines, paving, and all aesthetic features of the store.

As previously stated, we are a family oriented business. QuikTrip does not carry any drug paraphernalia or inappropriate magazines. QuikTrip is a place where you can bring the entire family and you will always receive fast and friendly customer service.

3030 LBJ FREEWAY
SUITE 1660
DALLAS, TEXAS 75234
972/248-3006 FAX 972/248-3855
TOLL FREE 888/298-3006
LEE ENGINEERING

November 4, 2010

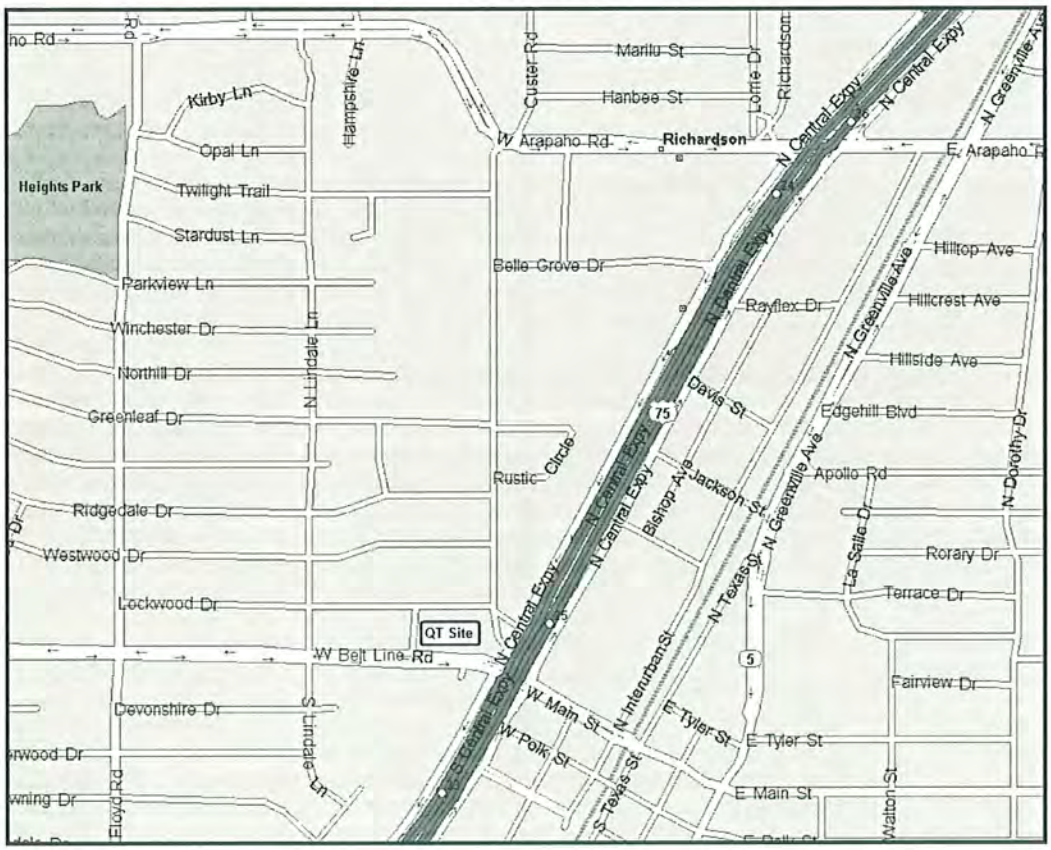
Mr. Chris Shacklett
Planner
City of Richardson - Department of Development Services
411 W. Arapaho Road
Richardson, Texas 75080

RE: *Stacking Analysis – QT 960 Belt Line Road at Inge Drive*

Dear Mr. Shacklett:

Lee Engineering has completed the updated analysis of the proposed stacking for the planned QuikTrip facility on the northeast corner of Belt Line Road and Inge Drive in Richardson, Texas. A vicinity map of the study area is shown in **Figure 1**.

Figure 1: Map of Study Area



Stacking Requirements

The City of Richardson provides guidelines for operations at combination self-service gasoline facilities included in the City's "Subdivision and Development Code of Ordinances." Selected text from Section 21-59 of this ordinance is provided below:

> (a) Gas pumps and any related facilities shall be located other than in a designated parking area, a parking area being defined as the parking space or spaces, and the drive and maneuvering area necessary to use the parking spaces. Gas pumps and related facilities shall not be located in any required driveway or accessway necessary for normal ingress and egress to the property, or in any driveway which might be required for normal traffic movement through the property.
>
> (c) Pumps may be located so as to provide adequate parking spaces for one vehicle at each pump and one vehicle waiting behind those using the pumps (waiting space). There shall be a minimum of three feet between such spaces.
>
> > (1) All of these spaces must be located so that no conflict is created with traffic to and from a parking area or with the general ingress and egress to the development or with the development's maneuvering and parking spaces.
> > (2) All parking or waiting spaces using the pumps shall be clearly marked with paint or other appropriate means.
>
> (d) There also shall be a minimum of 12 feet exterior to the pump island(s) and the designated pump island area and waiting spaces to allow free access of movement around such pump island areas. If 12-foot driveway access is used, such driveway shall be designated as one-way. Two-way movement shall require a minimum of 24 feet in width.

Stacking Requirements of Other Cities

Stacking characteristics and requirements for other cities in the Dallas area were identified and are summarized in **Table 1**. This information indicates that other cities have minimum stacking space dimensions that are similar to that assumed in this study (10 feet wide by 20 feet long). Three (3) of the four cities do not specify any stacking requirements for gasoline facilities, while one (Carrollton) specifies the provision of enough stacking for one space (8' x 30') on each side of the gas pump.

Table 1: Stacking Requirements for Other Cities

City	Minimum Stacking Space Size (width x length)	Stacking Requirements for Gas Pumps
Carrollton	8' by 22' (30' min length for gas pumps)	One (1) space per side at each fuel dispensing station
Frisco	9' x 20'	None identified
Garland	None identified	None identified
Plano	8' x 20'	None identified

Site Characteristics

The proposed QuikTrip will include a 4,902 ft^2 building, 16 vehicle fueling positions (4 columns of double-stacked and double-sided pumps) and 27 parking spaces. The proposed site plan for the QuikTrip facility is provided in **Figure 1**.

An estimate of the amount of traffic generated during the weekday peak hours was developed using information for the proposed development (service station with convenience market) in the Institute of Transportation Engineers publication, *Trip Generation, 8th Edition*. The resulting daily and AM and PM peak hour trips estimated to be generated by this facility are provided in **Table 1**.

Table 2: Estimated Trip Generation for Proposed QuikTrip

Land Use	Fueling Positions	Average Weekday			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Service Station with Convenience Market	16	2,606	1,303	1,303	162	81	81	214	107	107

Site Analysis

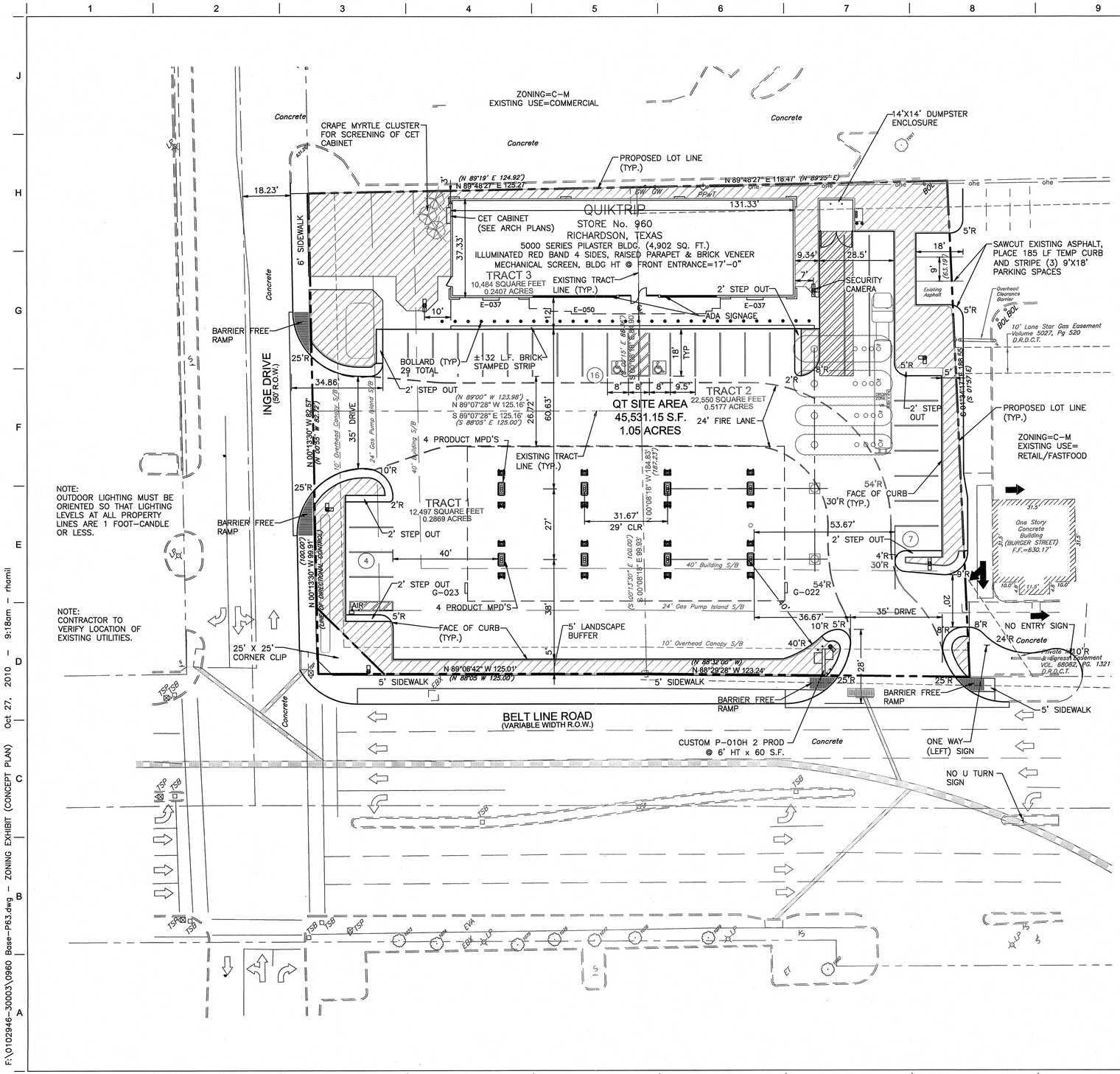
Analysis of this site was primarily focused on the stacking provided for the fuel pump areas and whether it satisfies the stacking requirements provided in the City's ordinance. For this analysis, the amount of space assumed for each vehicle was assumed to be 10 feet wide by 20 feet long, which includes the length of a vehicle (SUVs and trucks are typically between 16 and 18 feet) and the distance between an adjacent vehicle.

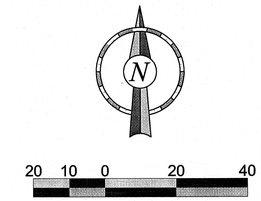
Based on the proposed site plan and assuming that the space between waiting vehicles is included in the 20 foot length of the vehicle, there is an approximate distance of 12½ feet between a northern waiting vehicle and the parking stalls at the front of the building. For the southern waiting vehicle, the distance between the back of the vehicle and the curb is approximately eight (8) feet.

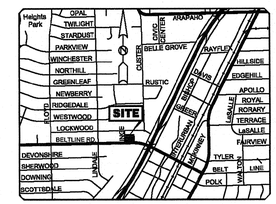
While these distances do not directly satisfy the City's stacking ordinance, it is believed that the proposed site differs from that originally intended by the ordinance, where a site would have a single row of gas pumps. In this double-stacked configuration, a vehicle that would be stacked behind a vehicle at a single gas pump is actually able to fuel their vehicle, instead of waiting for the vehicle in front of them to finish. This allows more vehicles to be serviced in a shorter amount of time than under a single row design, satisfying the anticipated demand while minimizing queues and parking congestion compared to a single row design.

For a 16-pump facility during the peak hour (107 inbound trips), one vehicle would arrive at each pump every nine (9) minutes on average (if all trips were obtaining fuel). Based on discussions with QT personnel, the average time a vehicle is at a gas pump is approximately five (5) minutes. At this service rate (5 minutes), approximately 190 vehicles could be fueled during the hour. Given the arrival and service rates, there is a low probability of significant queues developing at the facility.

Figure 1: Site Layout







Vicinity Map
Not to Scale

SITE DATA (QUIKTRIP STORE)

EXISTING ZONING:	C-M COMMERCIAL DISTRICT	
PROPOSED ZONING AND USE:	SPECIAL PERMIT FOR GAS STATION / CONVENIENCE STORE	
SITE AREA INFORMATION:		
LOT AREA:	45,531 S.F.	1.05 AC.
QUIKTRIP BUILDING:	4,902 S.F.	
QUIKTRIP FUELING CANOPY:	7,109 S.F.	
PROVIDED LANDSCAPE AREA:	7,483 S.F.	
LANDSCAPE %	16.43	
FLOOR AREA RATIO (FAR):	0.108	
SETBACKS:	40' ALONG BELT LINE & INGE/ 24' FOR GAS PUMPS, 10' FOR CANOPY	
PARKING INFORMATION:		
PARKING RATIO:	1/333 S.F.	
REQUIRED PARKING:	15	
PROVIDED PARKING:	25 + 2 ACCESSIBLE	
MAX BUILDING HEIGHT:	17'-0" AT FRONT DOOR (ONE STORY)	

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- FIRE LANE
- MOUNTABLE CURB W/PAVER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY
- PROPOSED LANDSCAPE AREA

NOTE:
SIGNAGE SUBJECT TO BUILDING INSPECTION OR APPROVAL.

PRELIMINARY FOR REVIEW ONLY
Not for Construction or Permit Purposes
Engineer THOMAS O. KHAMOOSHI
P.E. No. 90194 Date 08/02/2010
SIGNATURE DATE: 09/28/10

Bury+Partners
ENGINEERING SOLUTIONS
5310 Harvest Hill Road, Suite 100
Dallas, Texas 75230
TEL (972)991-0031 FAX (972)991-0378
Bury+Partners-SPW, Inc.©Copyright 2009
Texas Registration #F-1048

STORE NO.: 960
GROSS AREAGE = 1.05 ACRES
NEC BELTLINE @ INGE
RICHARDSON, TEXAS

QuikTrip

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PROTOTYPE: P-63 (05/01/10)
DIVISION:
VERSION: N/A
DESIGNED BY: TK
DRAWN BY: MM
REVIEWED BY: TK

APPLICANT INFORMATION
QUIKTRIP
ADDRESS: 1120 NORTH INDUSTRIAL BLVD. EULESS, TX 75039
TELEPHONE: (817)786-3187
CONTACT: J.D. DUDLEY

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
ZONING EXHIBIT (CONCEPT PLAN)

SHEET NUMBER:
1

F:\0102946-30003\0960 Base-P63.dwg - ZONING EXHIBIT (CONCEPT PLAN) Oct 27, 2010 - 9:18am - rhamil

The layout of the proposed QuikTrip store is similar to other QuikTrip facilities in the Dallas-Fort Worth area. The information in **Table 2** identifies other QuikTrip stores in the Dallas-Fort Worth area which has a similar site layout.

Table 2: Similar QuikTrip Facilities in DFW

Store #	Address	City
853	1005 W. Pioneer Parkway	Grand Prairie
863	2201 Central Drive	Bedford
921	3768 S. Carrier Parkway	Grand Prairie
931	1900 Lakeview Parkway	Rowlett
950	701 W. Harris Road	Arlington
968	8836 Davis Boulevard	Keller

For QuikTrip facilities of this size, the site is developed to provide an adequate number of pumps to serve those wanting to fuel their vehicles while minimizing any queue which may be created. The site design has been developed based on experience at other locations. The design at the similar locations has not created issues for the vehicular and business operation at those facilities.

Conclusions

As part of this analysis, the following conclusions are made:

- The proposed QuikTrip will include a 4,902 ft^2 building, 16 vehicle fueling positions and 27 parking spaces.
- A total of 2,606 trips are predicted to be generated by the site on a daily basis. During the peak hours, 162 trips (81 entering / 81 exiting) are predicted during the AM peak hour and 214 trips (107 entering / 107 exiting) are predicted during the PM peak hour.
- If vehicles are waiting behind a fueling vehicle at both pumps in the column, there is predicted to be a distance of approximately 12½ feet between the end of the parking stalls and the tail of the waiting vehicle. For the southern waiting vehicle, the distance between the back of the vehicle and the interior curb is approximately eight (8) feet. These calculations assume that the 20 foot vehicle length also includes the spacing between adjacent vehicles that are stacked (SUVs and trucks are typically between 16 and 18 feet).
- While these distances do not directly satisfy the City's stacking ordinance, the proposed site is believed to differ from that originally intended by the ordinance, where a site would have a single row of gas pumps. In this double-stacked configuration, the vehicles that would be stacked behind a vehicle at a single gas pump are actually able to fuel their vehicle, instead of waiting for the vehicle in front of them to finish.
- The proposed design will allow more vehicles to be serviced in a shorter amount of time than under a single row design, satisfying the anticipated demand while minimizing queues and parking congestion compared to a single row design.
- Given the estimated arrival and service rates at the proposed site, there is a low probability of significant queues developing at the facility.

- There are a number of other QuikTrip facilities in the DFW area similar to the proposed site. The proposed and similar facilities are designed to provide an adequate number of gas pumps so that queues are minimized. Any queuing would occur when most, if not all, of the 16 pumps were being utilized.
- Based on QuikTrip's operation at other facilities similar to this one and a review of this site layout, the design of this site was maximized to satisfy the anticipated demand while minimizing queues and parking lot congestion as much as possible.

If you have any questions regarding this study, please feel free to contact me at (972) 248-3006.

Sincerely,

Kelly D. P

Kelly D. Parma, P.E., PTOE
Project Manager
Lee Engineering, LLC
TBPE Firm Registration F-450

QuikTrip® Corporation

CORPORATE OFFICE
4705 South 129th East Avenue
Tulsa, Oklahoma 74134-7008
P.O. Box 3475
Tulsa, Oklahoma 74101-3475
918-615-7700

10/26/2010

Mr. JD Dudley

As requested, this letter is to address the use of bollards at the front of our stores. In working with our officially appointed Department of Justice consultants it is their preference that QuikTrip use the "curbless or bollard" design for ADA accessibility at our stores. As part of the design, we endeavor to maintain the 12' dimension to ensure that we achieve maneuvering clearances around the bollards and all required clearances at the front entrance of our stores. This will also allow QuikTrip to more readily achieve accessible routes from the gas canopy and city sidewalks

We must also maintain the bollards for the length of our building to provide for segregation between vehicular and pedestrian traffic. Since there is no longer a curb, the bollards are necessary for life/safety

Sincerely,

Sean Robinson AIA NCARB LEED AP
Design Project Manager
QuikTrip Corporation
(918)615.7217 office
(918)510.0665 cell

Notice of Public Hearing

City Plan Commission ▪ Richardson, Texas

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No./Name:	**ZF 11-05 / QuikTrip**
Property Owners:	QuikTrip Corporation / William Waugh and Alpesh Vaghela
Applicant:	JD Dudley / QuikTrip
Location:	East side of Inge Drive, between Belt Line Road and Lockwood Drive (See map on reverse side)
Current Zoning:	C-M Commercial District
Request:	Revoke Ordinance 3802 and approval of a new Special Permit for a motor vehicle service station with modified development standards

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, MAY 3, 2011
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

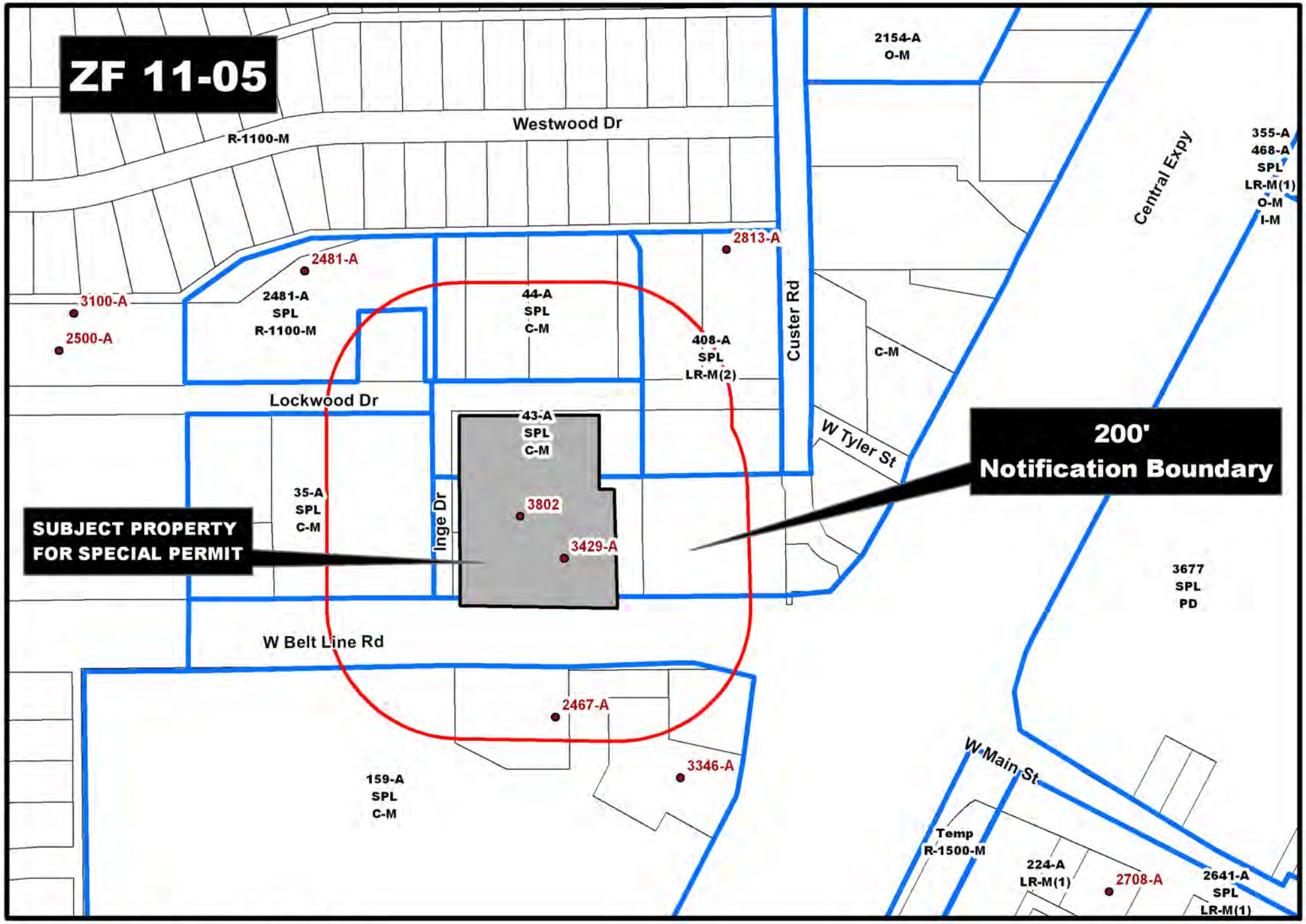
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/DevelopmentServices.aspx?id=13682.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 11-05.

Date Posted and Mailed: 04/22/11



ZF 11-05 Notification Map

Updated By: shacklettc, Update Date: March 21, 2011
File: DS\Mapping\Cases\Z\2011\ZF1105\ZF1105 notification.mxd

BEAURLINE JAMES A &
BEAURLINE SUSAN L
2801 WYNDHAM LN
RICHARDSON, TX 75082-3127

CPC SING TRUST
7005 CHASE OAKS BLVD STE 20
PLANO, TX 75025-5943

CIT SMALL BUSINESS LENDING
1 CIT DR
LIVINGSTON, NJ 07039-5703

JN DEO PARTNERS LTD
520 LOCKWOOD DR
RICHARDSON, TX 75080-5609

MASONIC LODGE 1214
528 LOCKWOOD DR
RICHARDSON, TX 75080-5609

VAGHELA ALPESH L & SEJAL A
N 2810 GRAND OAK DR
GARLAND, TX 75044-7860

STATE BANK OF TEXAS
PO BOX 763009
DALLAS, TX 75376-3009

BURGER STREET INC
10903 ALDER CIR
DALLAS, TX 75238-1354

QUIKTRIP CORPORATION
ATTN: DIRECTOR OF REAL ESTATE
1120 N INDUSTRIAL BLVD
EULESS, TX 76039-7700

WAUGH WILLIAM R
10903 ALDER CIR STE 200 STE 20
DALLAS, TX 75238-1354

WHISENANT DAVID ET AL
3838 OAK LAWN AVE STE 1416
DALLAS, TX 75219-4515

HARTMAN RICHARDSON HEIGHTEI
2909 HILLCROFT ST STE 420
HOUSTON, TX 77057-5815

BM CAPITAL INVESTMENT
GROUP LLC
3705 HACKBERRY LN
RICHARDSON, TX 75082-2450

JD DUDLEY
QUIKTRIP CORPORATION
1120 N INDUSTRIAL BLVD
EULESS, TX 76039-7700

ZF 11-05

ORDINANCE NO. 3802

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE IN ZONING TO GRANT A SPECIAL PERMIT FOR A MOTOR VEHICLE SERVICE STATION WITH SPECIAL CONDITIONS ON A 1.05-ACRE TRACT OF LAND ZONED C-M COMMERCIAL LOCATED AT THE NORTHEAST CORNER OF BELT LINE ROAD AND INGE DRIVE, SAID TRACT BEING FURTHER DESCRIBED IN EXHIBIT "A"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO-THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZF 10-19).

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956 as heretofore amended, be, and the same is hereby amended so as to grant a change in zoning to grant a Special Permit for a motor vehicle service station subject to special conditions on a 1.05-acre tract of land zoned C-M Commercial located at the northeast corner of Belt Line Road and Inge Drive, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. The Special Permit for a motor vehicle service station is hereby granted subject to the following special conditions:

1. A motor vehicle service station shall be allowed as defined in the Comprehensive Zoning Ordinance and limited to the area shown on the attached concept plan, marked as Exhibit "B" attached hereto, and which is hereby approved.

2. The motor vehicle service station shall be constructed and operated in substantial conformance with the concept plan and building and canopy elevations attached as Exhibits "C-1" and "C-2", respectively.

3. Internal stacking at the gas pumps as shown on the concept plan shall be allowed.

4. A minimum landscape buffer of five (5) feet shall be provided along Belt Line Road as shown on the concept plan.

SECTION 3. That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended, and subject to the aforementioned special conditions.

SECTION 4. That all other provisions of the ordinances of the City of Richardson in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand dollars ($2,000)

for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 24th day of January, 2011.

APPROVED:

MAYOR

APPROVED AS TO FORM:

Peter G Smith

CITY ATTORNEY
(PGS:12-28-10:47092)

CORRECTLY ENROLLED:

Pamela Schmidt

CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION
ZF 10-19

BEING a tract of land located in the City of Richardson, Dallas County, Texas, part of the James M. Cole Survey, Abstract No. 321, being all of that certain 0.287 acre (net) tract of land described in Deeds to Charles Inge (as trustee) as recorded in Volume 86249, Page 251; to Charles A. Inge (individually) as recorded in Volume 92049, Page 1090, Deed Records, Dallas County, Texas; to Bank of America, N.A. (as trustee) as recorded in Volume 2002211, Page 241 Deed Records, Dallas County, Texas, and to Bank of America N.A. and Rust E. Reid (as trustees) as recorded in County Clerk's File No. 200900105662, Deed Records, Dallas County, Texas, also being all of that called 0.241 acre tract of land described in Deeds to Charles Inge (as trustee) as recorded in Volume 86249, Page 247, Deed Records, Dallas County, Texas and to Bank of America, N.A. (as Trustee for the Kathryn F. Rogers Revocable Trust, the Jeanne F. Larson Revocable Trust, and the Harriet F. Lee Revocable Trust), as recorded as County Clerk's File No. 20070452622, Deed Records, Dallas County, Texas, also being all of that called 0.348 acre tract of land described in Deed to William R. Waugh as recorded in Volume 2000077, Page 4714, Deed Records, Dallas County, Texas, part of a called 0.7923 acre tract (Tract 1) and all of a called 0.1285 acre tract (Tract 2) described in Deed to Burger Street, Inc. as recorded in Volume 92189, Page 694, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" in concrete found for the southwest corner of said 0.287 acre tract, being the intersection of the north right-of-way line of Belt Line Road (variable width R.O.W.) and the east right-of-way line of Inge Drive (50 foot R.O.W.);

THENCE, along the east line of Inge Drive and the west line of said 0.287 acre tract, North 00 degrees 13 minutes 30 seconds West, passing at a distance of 99.91 feet the northwest corner of said 0.287 acre tract and the southwest corner of said 0.241 acre tract, continuing along the east line of Inge Drive and the west line of said 0.241 acre tract, a total distance of 182.48 feet to an "X" in concrete set for corner, being the northwest corner of said 0.241 acre tract;

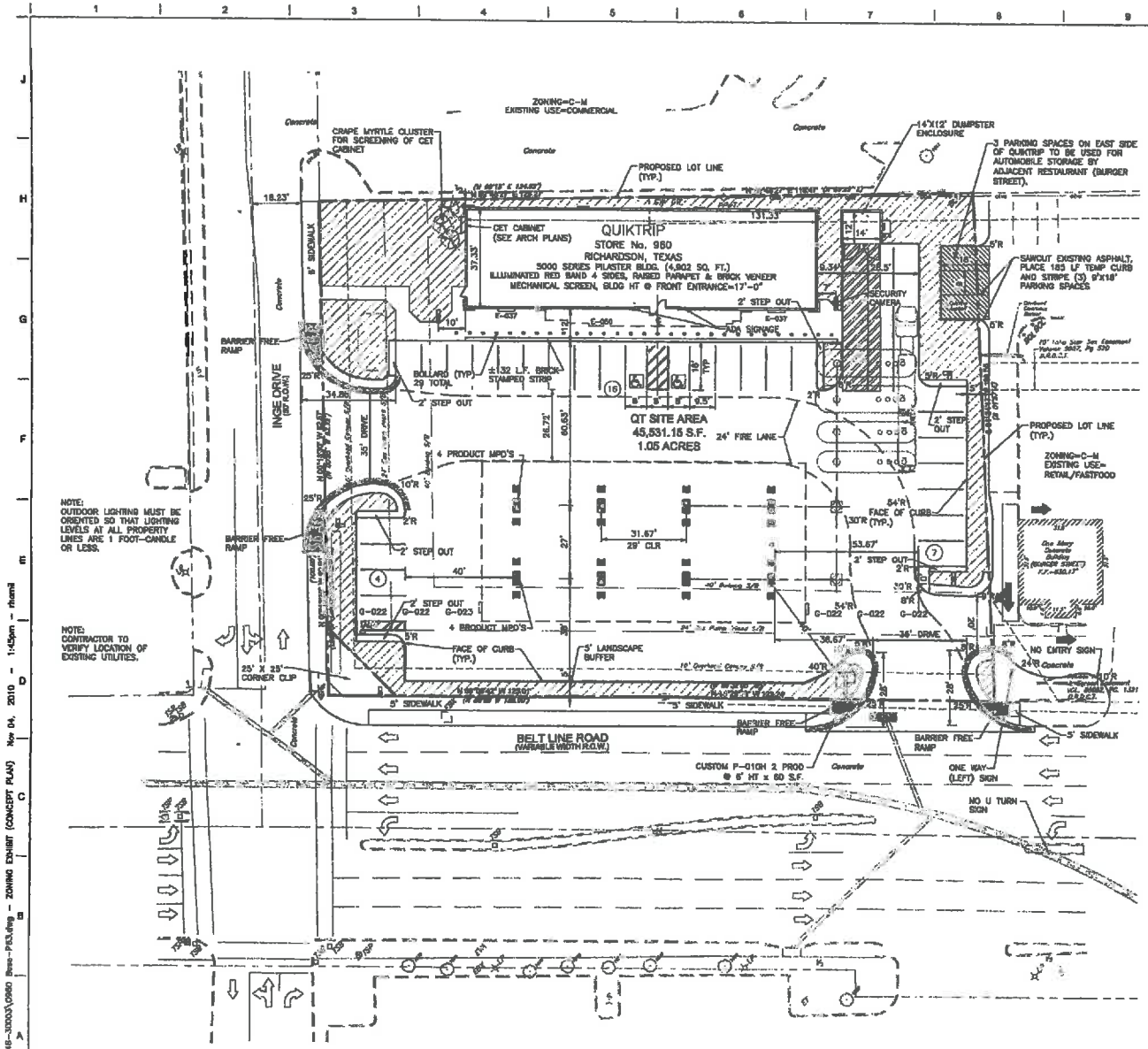
THENCE, departing the east line of Inge Drive and along the north line of said 0.241 acre tract, North 89 degrees 48 minutes 27 seconds East, passing at a distance of 125.27 feet the northeast corner of said 0.241 acre tract and the northwest corner of said 0.1285 acre tract, continuing along the north line of said 0.1285 acre and said 0.7923 acre tracts for a total distance of 243.74 feet to a 5/8" iron rod set with plastic cap stamped "R.P.L.S. 5199";

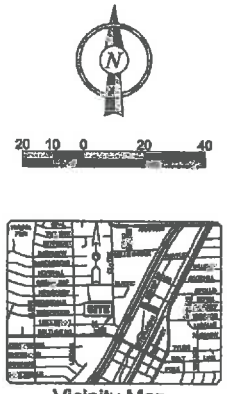
THENCE, over and across said 0.7923 acre tract, South 01 degrees 34 minutes 17 seconds East, passing at a distance of 63.19 feet an inside "ell" corner of said 0.7923 acre tract, being the northeast corner of said 0.348 acre tract, continuing along the west line of said 0.7923 acre tract and the east line of said 0.348 acre tract for a total distance of 188.55 feet to an "X" in concrete set for corner, being southwest corner of said 0.7923 acre tract, the southeast corner of said 0.348 acre tract and being in the north line of Belt Line Road (variable width R.O.W.);

THENCE, along the south line of said 0.348 acre tract and the north line of Belt Line Road, North 88 degrees 29 minutes 28 seconds West, a distance of 123.24 feet to an "X" in concrete

found for the southwest corner of said 0.348 acre tract and the southeast corner of said 0.287 acre tract;

THENCE, continuing along the north line of Belt Line Road and the south line of said 0.287 acre tract, North 89 degrees 06 minutes 42 seconds West, a distance of 125.01 feet to the POINT OF BEGINNING and containing 45,531 square feet or 1.0453 acres of land more or less.





SITE DATA (QUIKTRIP STORE)		
EXISTING ZONING:	C-M COMMERCIAL DISTRICT	
PROPOSED ZONING AND USE:	SPECIAL PERMIT FOR GAS STATION / CONVENIENCE STORE	
SITE AREA INFORMATION:		
LOT AREA:	45,531 S.F.	1.05 AC.
QUIKTRIP BUILDING:	4,902 S.F.	
QUIKTRIP FUELING CANOPY:	7,109 S.F.	
PROVIDED LANDSCAPE AREA:	7,128 S.F.	
LANDSCAPE %:	15.65	
FLOOR AREA RATIO (FAR):	0.108	
SETBACKS:	40' ALONG BELT LINE & INGE/ 24' FOR GAS PUMPS, 10' FOR CANOPY	
PARKING INFORMATION:		
PARKING RATIO:	1/333 S.F.	
REQUIRED PARKING:	15	
PROVIDED PARKING:	25 + 2 ACCESSIBLE	
MAX BUILDING HEIGHT:	17'-0" AT FRONT DOOR (ONE STORY)	

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- FIRE LANE
- MOUNTABLE CURB W/PAVER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY
- PROPOSED LANDSCAPE AREA

NOTE: SIGNAGE SUBMIT TO BUILDING INSPECTION OR APPROVAL.

Exhibit B - Part of Ordinance

PRELIMINARY FOR REVIEW ONLY
Not for Construction or Permit Purposes

Bury+Partners
ENGINEERING SOLUTIONS

STORE NO.: 960
GROSS AREAGE = 1.05 ACRES
NEC BELT LINE @ INGE
RICHARDSON, TEXAS

QT Quiktrip

PROTOTYPE: P-53 (06/01/10)
REVISION: VERSION: N/A
DESIGNED BY: TK
DRAWN BY: MM
REVIEWED BY: TK

APPLICANT INFORMATION
QUIKTRIP
ADDRESS: 1120 NORTH INDUSTRIAL BLVD.
EULESS, TX 76039
TELEPHONE: (817)685-9187
CONTACT: J.D. DUDLEY

PART	DATE	DESCRIPTION
ORIGINAL ISSUE DATE:		

SHEET TITLE:
ZONING EXHIBIT (CONCEPT PLAN)

SHEET NUMBER:
1

F:\0102946-32003\0960 Base-PES.dwg - ZONING EXHIBIT (CONCEPT PLAN) Nov 04, 2010 - 1:45pm - rhamil

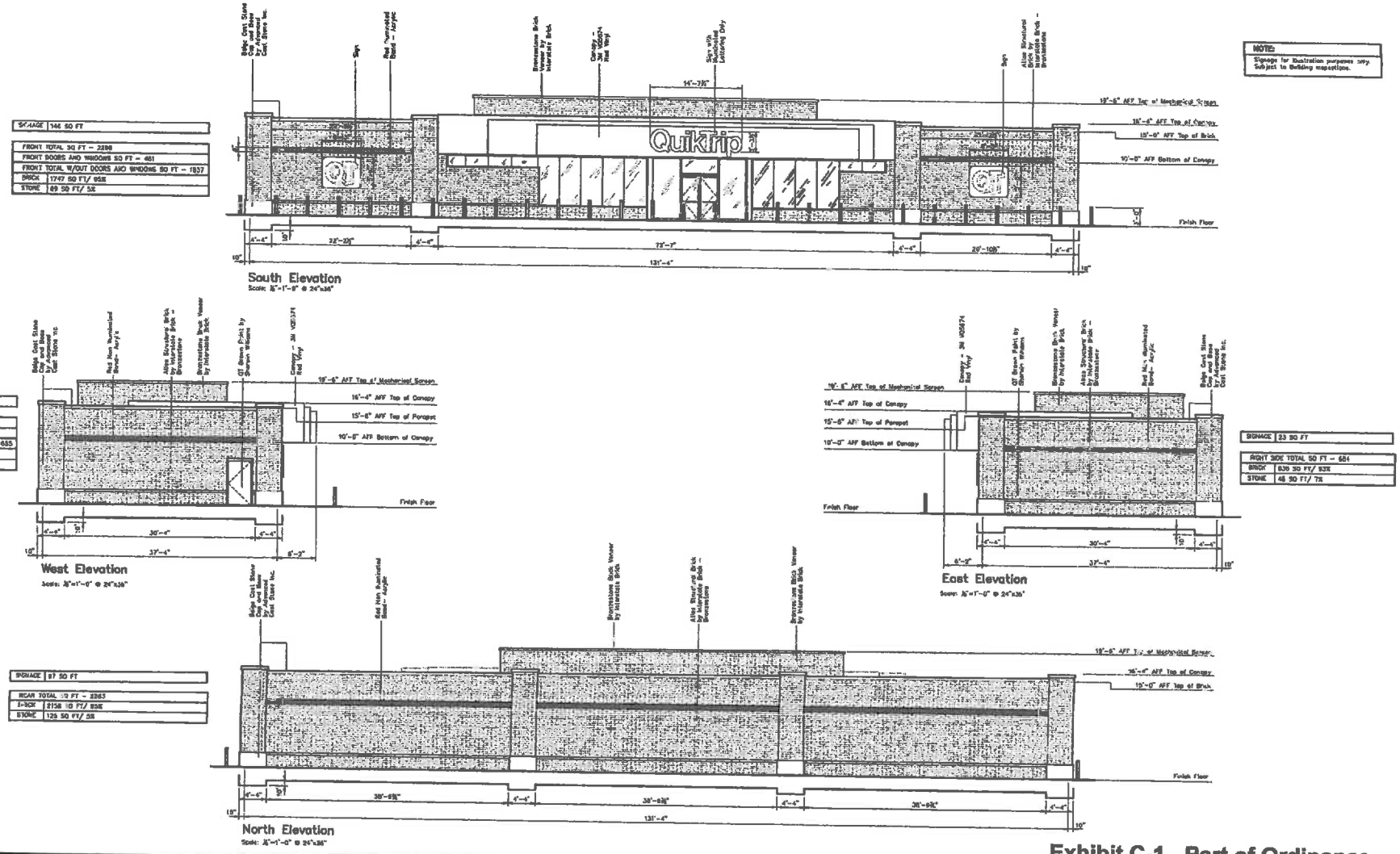


Exhibit C-1 - Part of Ordinance

QuikTrip
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Building Elevations

QuikTrip Store No. :960 | NEC of Beltline and Inge | Richardson, TX

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© 1988 QUIKTRIP CORPORATION
DESIGN PATENTS
QUIKTRIP PLANS ARE THE EXCLUSIVE PROPERTY OF QUIKTRIP CORPORATION, TULSA, OKLAHOMA. THESE PLANS ARE PROTECTED IN THEIR ENTIRETY BY DOMESTIC AND INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION, PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

Presentation Exhibit
5000 Stone Cap QuikTrip Store

STORE NO.:	960
SCALE:	NTS
DRAWN BY:	JYK
ISSUE DATE:	11/04/10
SERIAL NUMBER:	0960BEL00-08
SHEET	1 OF 1

K:\Projects\Div 08 Dallas\0960\3D\dwg\0960BEL00-09 - CAD.dwg, 8.5x11, 11/4/2010 12:58:39 PM, jkim

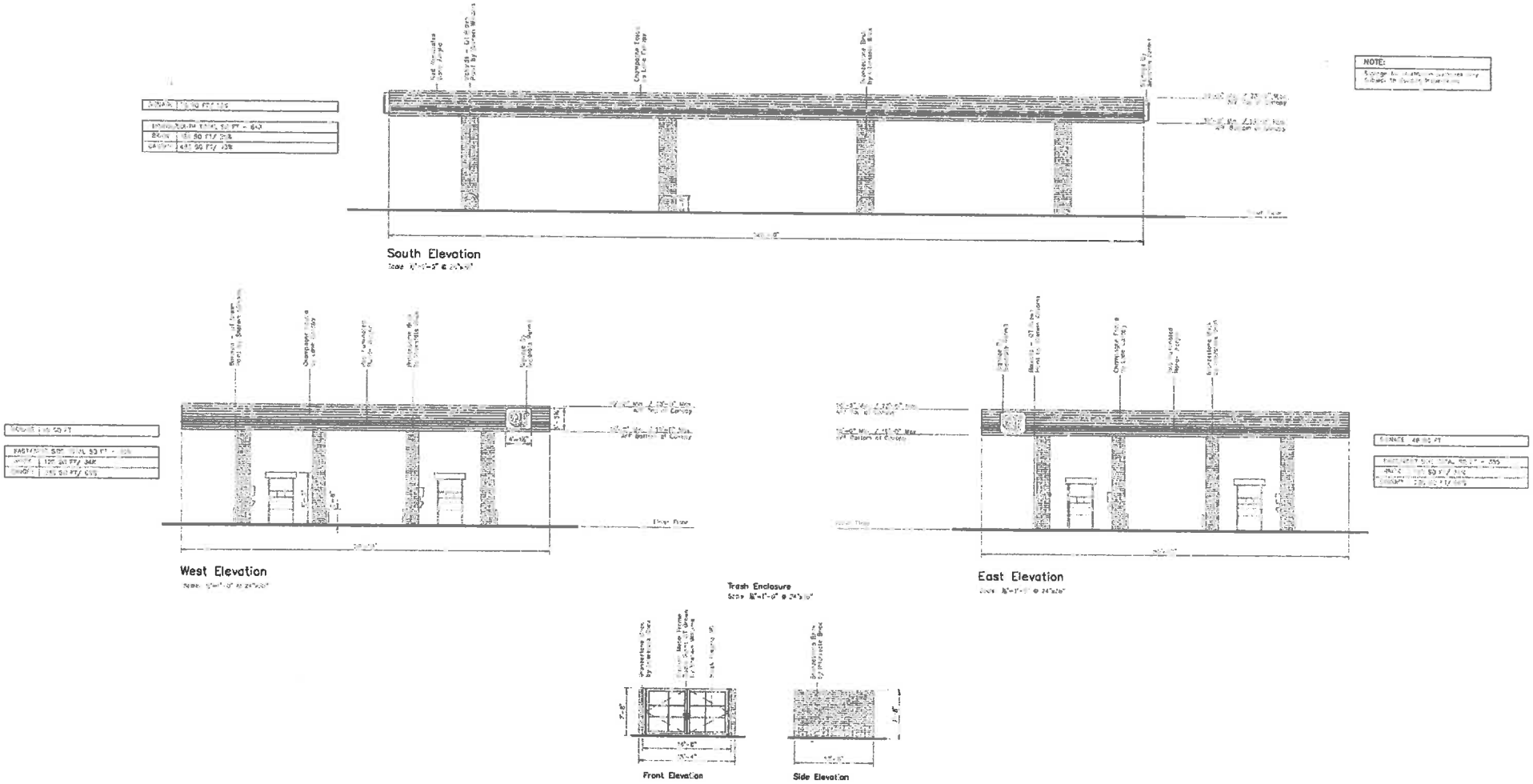


Exhibit C-2 - Part of Ordinance

QuikTrip

Gas Canopy Elevations

QuikTrip Store No. :960 | NEC of Beltline and Inge | Richardson, TX

Presentation Exhibit
DSB Gas Canopy

1

MEMO

DATE: **June 9, 2011**

TO: **Honorable Mayor and City Council**

FROM: **Sam Chavez, Assistant Director of Development Services** *SC*

SUBJECT: **Zoning File 11-06 – Little Steps Montessori School**

REQUEST

Smitha Puppala and Madhuri Siddabhattuni, representing Little Steps Montessori School, are requesting to revoke Ordinance 3524 and approval of a Special Permit for a childcare center located at the southwest corner of Campbell Road and Nantucket Drive (635 West Campbell Road).

BACKGROUND

The applicant is requesting to revoke Ordinance 3524 which is the Special Permit that was granted for a childcare center limited to the YMCA, approved in September 2005. The applicant desires to use the space the same way the YMCA did; however, they need to acquire a new Special Permit that is not limited to the YMCA. The proposed facility is approximately 12,000 square feet with a 5,000-square foot outdoor playground. The facility would provide care for children ages three (3) months to twelve (12) years of age and would operate Monday-Friday from 7:00 A.M. to 6:30 P.M. No letters in favor or opposition have been received.

PLAN COMMISSION RECOMMENDATION

On May 3, 2011, the Commission voted 6-0 to recommend approval of the request as presented.

ATTACHMENTS

Special Conditions
CC Public Hearing Notice
City Plan Commission Minutes 05-03-2011
Staff Report
Zoning Map
Aerial Map
Oblique Aerial Looking North
Zoning Exhibit (Exhibit "B")
Floor Plan
Applicant's Statement
Notice of Public Hearing
Notification List
Ordinance 3524

SPECIAL CONDITIONS ZF 11-06

1. Ordinance 3524 shall be repealed.
2. The Special Permit for a childcare center and is limited to the area shown on the attached concept plan, marked as Exhibit “B” and made a part thereof, and which is hereby approved.
3. School vans and employee parking shall be located on the south side of the shopping center.
4. Six-inch concrete filled pipe bollards, spaced approximately four (4) feet on center shall protect the playground fence adjacent to the fire lane.

City of Richardson
Public Hearing Notice

The Richardson City Council will conduct a public hearing at 7:30 p.m. on Monday, June 13, 2011, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

Zoning File 11-05

A request by JD Dudley, representing QuikTrip, to revoke Ordinance 3802, a Special Permit for a motor vehicle service station, and to request a new Special Permit for a motor vehicle service station with modified development standards on the east side of Inge Drive, between Belt Line Road and Lockwood Drive; currently zoned C-M Commercial.

Zoning File 11-06

A request by Smitha Puppala & Madhuri Siddabhattuni, representing Little Steps Montessori School, to revoke Ordinance 3524, a Special Permit for a childcare center, and to request a new Special Permit for a childcare center at 635 W Campbell Road (SW corner of Campbell Rd and Nantucket Dr); currently zoned LR-M(2) Local Retail.

Zoning File 11-07

A request by Thomas Yakoob, representing Majesty Auto Glass, for a Special Permit for a motor vehicle repair shop – minor for an auto glass repair shop at 819 W Arapaho Road (SS of Arapaho Road between West Shore Dr and Newberry Dr); currently zoned C-M Commercial.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

CITY OF RICHARDSON
Pamela Schmidt, City Secretary

EXCERPT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES – MAY 3, 2011

Zoning File 11-06: A request by Smitha Puppala and Madhuri Siddabhattuni, representing Little Steps Montessori School, to revoke Ordinance 3524; a Special Permit for a childcare center, and to request a new Special Permit for a childcare center at 635 W. Campbell Road, southwest corner of Campbell Road and Nantucket Drive.

Mr. Shacklett advised that the applicant was requesting the revocation of Ordinance 3524 that was limited to a childcare center for the YMCA, and approval of a Special Permit for a childcare facility at the same site. He added that the current Special Permit associated with Ordinance 3524 required employee and van parking on the south side of the building as well as bollards around the playground area for protection of the children and the applicant would keep those requirements in place. In addition, the State of Texas would license the facility for 275 children and the applicant said they were expecting 200 children and 20-25 employees.

Mr. Shacklett suggested that if the item was approved, the Commission not limit the Special Permit to any specific user so if the user ever changed, or there was a change of name, there would be no need to go through the zoning process again.

Commissioner DePuy asked if there was a large amount of traffic that would circulate behind the building in the area of the playground.

Mr. Shacklett replied that the area was generally for employee parking and deliveries and connects with the property to the west, but there would be more traffic on the north side of the building away from the playground.

Commissioner Henderson noted there were a number of other businesses in close proximity to the school that sold alcohol and asked if there was a prohibition on having the facility in the area.

Mr. Shacklett explained that the title of the business – Little Steps Montessori School, might be a little misleading because it was a childcare center that uses the Montessori style of instruction. He added that childcare centers were not added as a distance requirement in the City's alcoholic beverage ordinance, but there was also a junior high and a church in the immediate area of the childcare facility so there should be no problem with adherence to the City's ordinance.

With no further comments or questions, Vice Chair Hammond opened the public hearing.

Ms. Carmen Sexton, 4600 N. Josey, Carrollton, Texas, representing Little Steps Montessori School, stated that Montessori was a specific style of education, but the facility would

basically be a daycare center that would have children from ages 12 month to seven years old. She asked the Commission to approve their application so they could continue using the facility as a childcare center.

Ms. Courtney Underwood, 635 W. Campbell Road, Suite 232, Richardson, Texas, representing the property owner, stated they were in support of the application and appreciated staff's recommendation to change the Special Permit use for the space itself as opposed to being tied to a particular name or individual.

With no further comments or questions in favor or opposed, Vice Chair Hammond closed the public hearing.

Motion: Commissioner Hand made a motion to recommend approval of Zoning File 11-06 as presented; second by Commissioner DePuy. Motion passed 6-0.

Staff Report

TO: City Council

THROUGH: Sam Chavez, AICP, Assistant Director – Development Services

FROM: Chris Shacklett, Planner *CS*

DATE: June 9, 2011

RE: **Zoning File 11-06**: Little Steps Montessori School

REQUEST:

Revoke Ordinance No. 3524 and approval of a Special Permit for a childcare center at 635 W. Campbell (southwest corner of Campbell Road and Nantucket Drive)

APPLICANT:

Smitha Puppala and Madhuri Siddabhattuni – Little Steps Montessori School

PROPERTY OWNER:

Underwood Financial, Ltd

TRACT SIZE AND LOCATION:

4.8-acre site, south of Campbell Road, west of Nantucket Drive.

EXISTING DEVELOPMENT:

The site currently consists of two retail buildings totaling 55,200 square feet. An existing 13,000-square foot CVS Pharmacy is located at the corner but is on a separate lot.

ADJACENT ROADWAYS:

Campbell Road: Six-lane, divided arterial; 38,900 vehicles per day on all lanes, eastbound and westbound (April 2009).

Nantucket Drive: Four-lane, undivided local street; no traffic counts available.

SURROUNDING LAND USE AND ZONING:

North: Retail/Commercial & Public/Institution/School; O-M Office
South: Public/Institution/School; R-1100-M Residential
East: Retail/Commercial; LR-M(2) Local Retail
West: Retail/Commercial; LR-M(2) Local Retail

FUTURE LAND USE PLAN:

Neighborhood Service

Service-related uses such as retail sales; personal services; entertainment; recreation; and office uses oriented to the immediate area.

Future Land Uses of Surrounding Area:

North: Neighborhood Service
South: Public/Semi-Public/School
East: Neighborhood Service
West: Neighborhood Service

EXISTING ZONING:

The subject property is zoned LR-M(2) Local Retail per Ordinance 272-A.

TRAFFIC/ INFRASTRUCTURE IMPACTS:

The requested zoning amendment will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

APPLICANT'S STATEMENT

(Please refer to the complete Applicant's Statement)

STAFF COMMENTS:

Background:
The applicant's request is to revoke Ordinance 3524, which granted the current Special Permit to the YMCA for a childcare center and approval of a Special Permit for a childcare center. The property currently has a Special Permit that allows a childcare center subject to the following special conditions:

1. The Special Permit shall be limited to the YMCA to provide childcare at this location.
2. School vans and employee parking shall be located on the south side of the shopping center.
3. Six-inch concrete filled pipe bollards, spaced approximately four feet on center shall protect the playground fence adjacent to the fire lane.

Since the Special Permit is limited to the YMCA, the new operator is required to obtain a new Special Permit. Special conditions #2 and #3 would remain. There have been three (3) Special Permits for a childcare center granted for this lease space in the past. The list below outlines a brief history of the childcare centers at this location:

- 1995 – Special Permit (Ord. 3049-A) granted for childcare center limited to Tutor Time with a special condition requiring the playground fence adjacent to the fire lane be protected by six-inch concrete filled pipe bollards, spaced four feet on center.
- 2002 – Special Permit (Ord. 3401-A) granted for childcare center limited to Sandy Calhoune with an additional special condition requiring school vans and employee parking to be located on the south side of the shopping center.
- 2005 – Special Permit granted for childcare center limited to YMCA with above listed special conditions.

As part of this request, one of the proposed special conditions is to grant a Special Permit for a childcare center that is not limited to a specific user. This would allow future childcare center uses to occupy this lease space without going through the Special Permit process again.

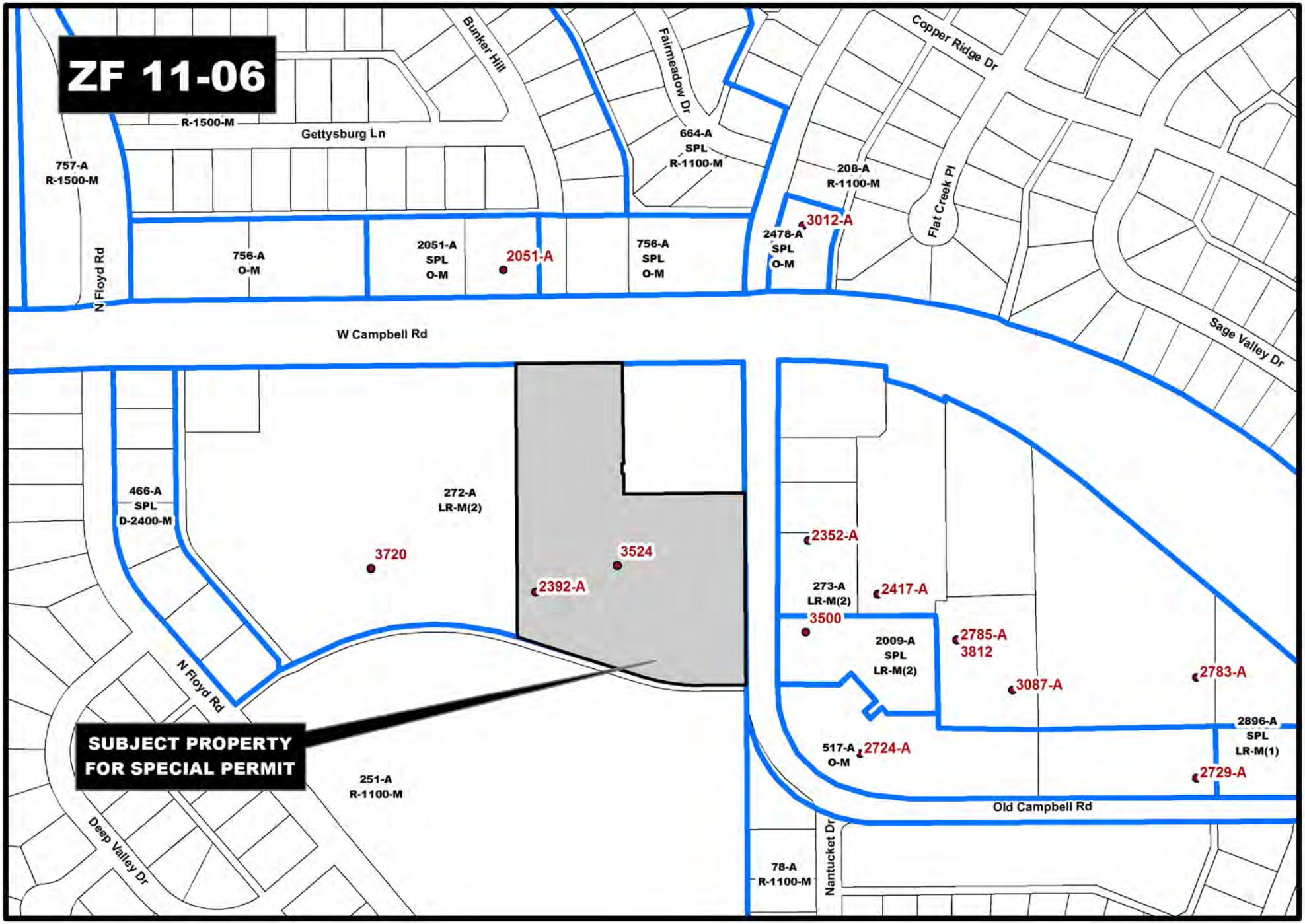
The proposed 12,066-square foot lease space is located within an existing 43,200-square foot retail building located on the south side of Campbell Road, west of Nantucket Drive. The childcare center specializes in the Montessori Method of education. The facility would provide childcare for children from ages three (3) months to six (6) years of age. After-school and summer childcare will also be provided for children up to twelve (12) years of age. The center would be open Monday through Friday from 7:00 A.M. to 6:30 P.M. The applicant expects approximately 20-25 employees once enrollment reaches full capacity; however, not all of the employees are present at the same time.

The space provides approximately 12,000 square feet of indoor area that includes multiple classrooms, offices, library, and an indoor play area. On the south side of the lease space, there is an existing 5,000-square foot outdoor playground that is surrounded by a wood fence and bollards (See Exhibit "B").

Correspondence: No correspondence in favor or in opposition has been received.

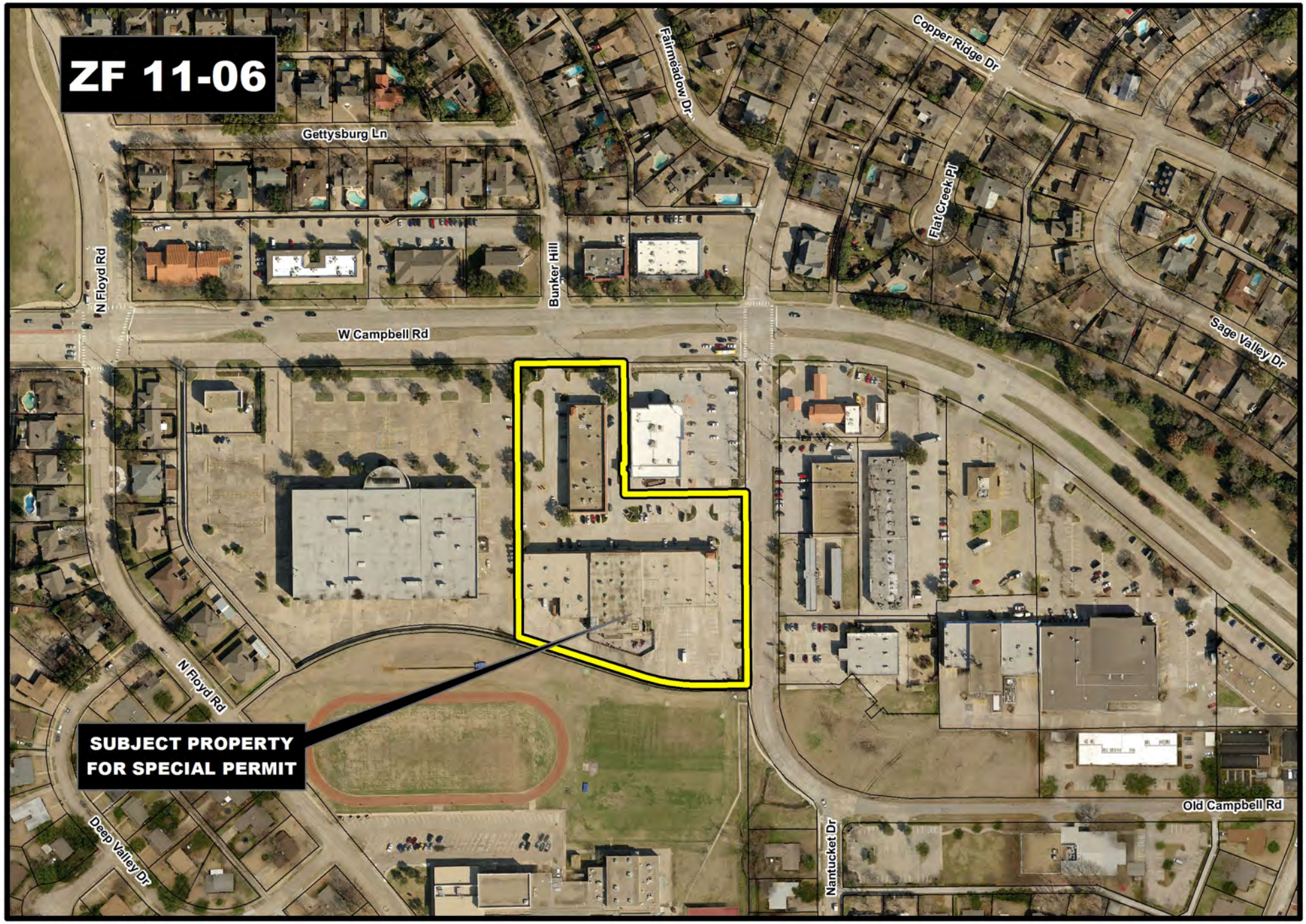
Motion: On May 3, 2011, the City Plan Commission recommended approval of the request subject to the following special conditions:

1. Ordinance 3524 shall be repealed.
2. The Special Permit is for a childcare center and is limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof, and which is hereby approved.
3. School vans and employee parking shall be located on the south side of the shopping center.
4. Six-inch concrete filled pipe bollards, spaced approximately four (4) feet on center shall protect the playground fence adjacent to the fire lane.



ZF 11-06 Zoning Map

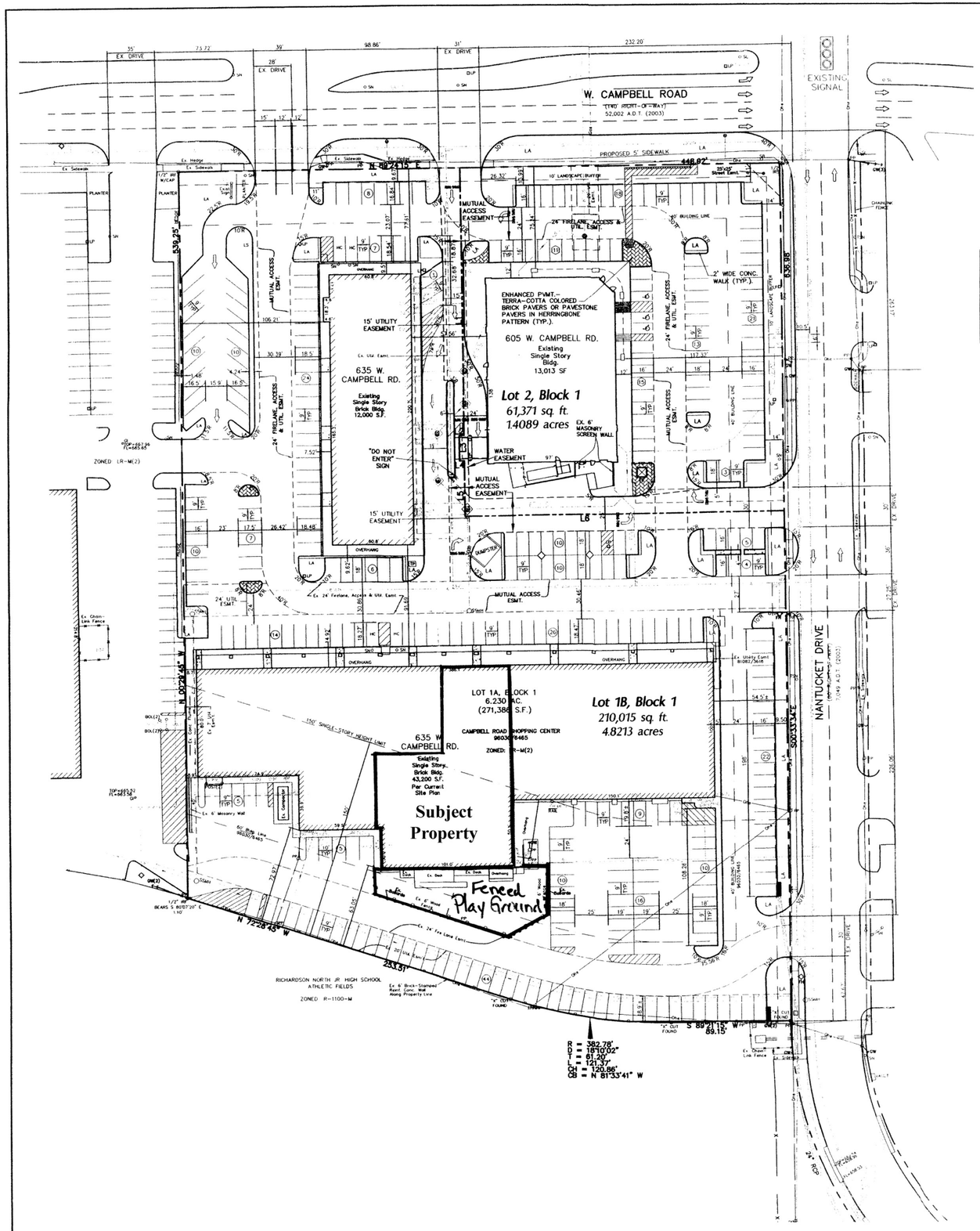
Updated By: shacklettc, Update Date: April 7, 2011
File: DS\Mapping\Cases\Z\2011\ZF1106\ZF1106 zoning.mxd

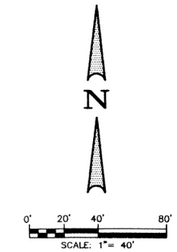


ZF 11-06 Aerial Map

Updated By: shacklettc, Update Date: April 7, 2011
File: DS\Mapping\Cases\Z\2011\ZF1106\ZF1106 ortho.mxd

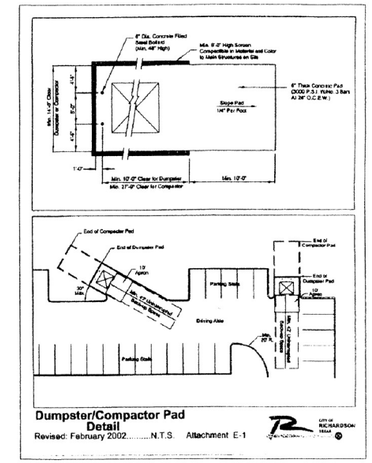
Campbell Rd
Nantucket Dr
Lease Space
Playground
N
Oblique Aerial
Looking North

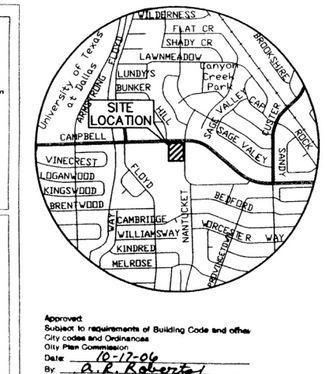




BOUNDARY LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 00°33'34" W	197.66'
L2	N 89°24'15" E	3.50'
L3	N 00°33'34" W	18.81'
L4	S 89°24'15" W	3.50'
L5	N 00°33'34" W	41.18'
L6	S 89°24'15" W	237.94'





Approved:
Subject to requirements of Building Code and other City codes and Ordinances
City Plan Commission
Date 10-12-06
By A.R. Roberts /TCS
Chairman

All utilities are required underground. Prior to construction of any public facilities an executed three way contract between Owner, contractor and City must be filed with Dept. of Public Works. [illegible] landscape plan must be approved [illegible] must be installed prior to occupancy. [illegible] and location of signs are not subject to [illegible] by City Plan Commission.

ALL FIRE LANES AND PARKING SURFACES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF BUILDING. SCREENING WALL REQUIRED TO BE INSTALLED PRIOR TO ISSUANCE OF BUILDING PERMIT.

SITE DATA

Lot 1B

LAND AREA

TOTAL AREA=	210,015 S.F. OR 4.8213 ACRES

BUILDING AREA

EXISTING	55,200 S.F.
TOTAL	55,200 S.F.

PARKING SUMMARY

REQUIRED:		
RETAIL--	18,966 S.F.	75 SPACES
OFFICE--	4,210 S.F.	17 SPACES
RESTAURANT--	8,208 S.F.	82 SPACES
DANCE STUDIO--		
NON-ACTIVITY AREA	1,126 S.F.	0 SPACES
ACTIVITY AREA	2,074 S.F.	21 SPACES
LITTLE STEPS	12,066 S.F.	40 SPACES
CHURCH (108 SEATS)	8,550 S.F.	36 SPACES
TOTAL REQUIRED	55,200 S.F.	271 SPACES
PROVIDED:		275 SPACES

F.A.R

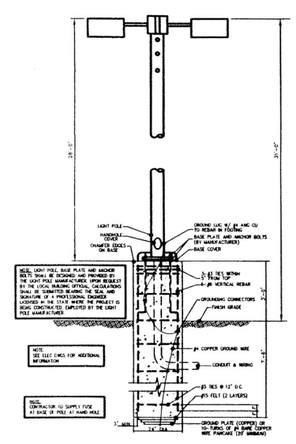
TOTAL= 0.26:1 (MAX 0.50:1 PERMITTED)

BUILDING HEIGHT

EXISTING 25' MAX.
(ONE-STORY BLDG. LIMITED TO 25' HEIGHT).

LANDSCAPE

REQUIRED PERCENTAGE	7.0%
REQUIRED	14,701 S.F.
PROVIDED	14,724 S.F. (7.0%)
HARDSCAPE (ENHANCED PAVING)	1,424 S.F.
SOFTSCAPE	13,300 S.F.



SITE LIGHTING POLE DETAIL

Legend

Enhanced Paving

NOTE:
1) ALL FIRELANES MUST BE MIN. 6" CONC.; OTHER DRIVES AND PARKING AREAS INTENDED FOR PAVING MUST BE A MINIMUM OF 5" OF CONCRETE.
2) EASEMENTS TO BE PROVIDED FOR ALL PUBLIC UTILITIES.

Exhibit B - Part of Ordinance

OWNER:
UNDERWOOD FINANCIAL CORP.
25 HIGHLAND PARK VILLAGE
Suite 100-574
Dallas, Texas 75205
(214) 521-3099
605 & 635 W. Campbell Road

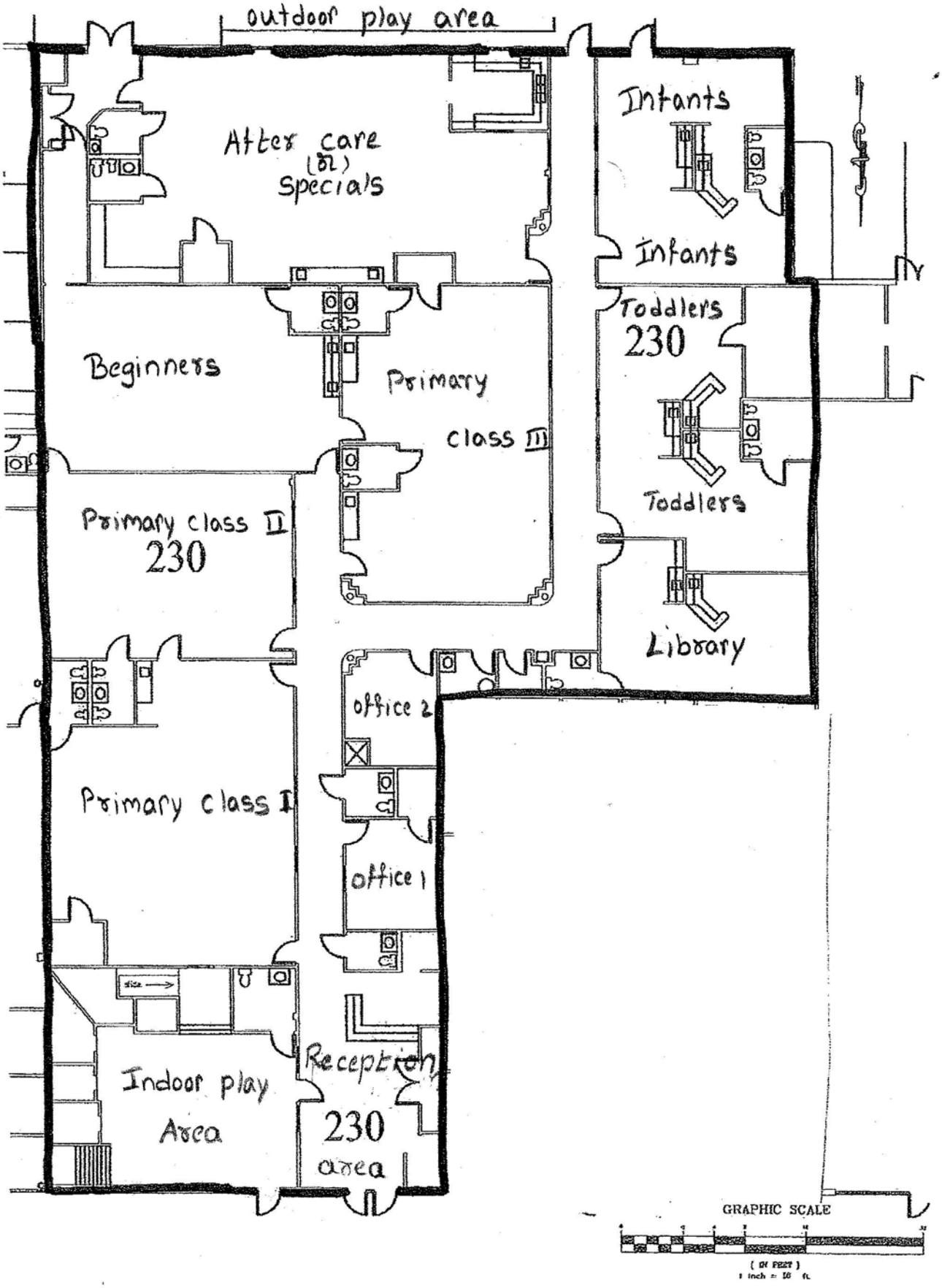
Applicant:
AMSA, LLC operating as Little Steps
635 W Campbell Road, Suite 230
Richardson, TX 75080
Telephone 972-691-8352, 214-493-9639, 214-450-9906

Piburn Partners, LLC
3445 Highland Rd. - Suite 205
Dallas, Texas 75228
Ph: (214) 328-3500 Fax: (214) 328-3512
email@metrosurveyor.com
www.metrosurveyor.com

ZONING EXHIBIT
LITTLE STEPS
MONTESSORI SCHOOL
CAMPBELL ROAD SHOPPING CENTER ADDITION
RICHARDSON
DALLAS COUNTY, TEXAS

Scale: 1" = 40'
Date: 10/11/06
Notes: NA
Drawn: MUNDT
Project Director: PIBURN
Project No: 0609

1 OF 1


outdoor play area
After care
(or)
Specials
Infants
Infants
Toddlers
230
Toddlers
Beginners
Primary
class III
Primary class II
230
Library
office 2
Primary class I
office 1
Reception
Indoor play
Area
230
area
GRAPHIC SCALE

Floor Plan

Explanation and Description of Request

LITTLE STEPS MONTESSORI SCHOOL

MISSION STATEMENT:
To create a learning environment that encompasses a child's emotional, physical, social, cognitive, creative and artistic development.

PHILOSOPHY:
LITTLE STEPS MONTESSORI SCHOOL specializes in providing the "Montessori Method" of education to children up to age six. ***LITTLE STEPS MONTESSORI SCHOOL*** is geared towards parents that want high quality childcare services with an emphasis on education. In addition to the Montessori school curriculum , ***LITTLE STEPS MONTESSORI SCHOOL*** will also provide infant, toddler, pre-school, after-school, and summer camp programs in both full-time and part-time basis.

LITTLE STEPS MONTESSORI SCHOOL's curriculum is based on Dr. Maria Montessori's method of teaching, taking into consideration modern achievements and current educational theories and advances. With young, growing families, childcare is a high concern. On a national basis, the increase of women in the work force and the disappearance of the "extended family" are trends that have created a high demand for childcare. *Research has demonstrated that high-quality early childhood experiences contribute to the optimum development of young children.*

The Montessori approach offers a broad vision of education as it relates to life. Montessori is designed to help children in developing critical thinking as it relates to everyday tasks. The focus is on the development of each child's "inner construction" as they grow from childhood to maturity. It succeeds because it draws it's principles from the natural development of the child. Each child's inherent flexibility allows the method to adapt to the needs of the individual, regardless of the level of ability, learning style, or social maturity.

FACILITY:
Montessori classrooms provide a prepared environment where children are free to respond to their natural drive to work and learn. The children's inherent love of learning is encouraged by giving them opportunities to engage in spontaneous, meaningful activities under the guidance of a trained adult. Through their work, the children develop concentration, motivation, persistence, and discipline. Within this framework of order, the children progress at their own pace and rhythm, according to their individual capabilities, during the crucial years of development.

LITTLE STEPS MONTESSORI SCHOOL will be located at 635 W. Campbell Road, Suite 230, Richardson, TX. The interior space of the building is 12,000 square foot and the fenced outdoor play area is approx. 5,000 sq.ft. The outdoor play area is divided into age appropriate sections and is fully equipped with high quality play ground equipment.

OPERATIONAL INFORMATION:

Hours

The school's hours will be will 7:00 am to 6:30 pm Monday through Friday and will accommodate infants through 12 years of age. Both before school and after school programs will be offered to the school age children.

Employees

There will be between 20 – 25 employees when the enrollment reaches its capacity. Some employees will be full time and some part time. The criteria for employment will be the highest standards and educational requirements implemented in the field of childcare and learning.

Enrollment

According to the state of Texas' licensing standards, and based on the square footage of the facility, the center could accommodate 250 – 275 children. However, to insure the quality of education and care of each child enrolled in ***LITTLE STEPS MONTESSORI SCHOOL,*** the applicant plans to limit the enrollment to 200 children.

Drop Off & Pick Up Procedures

It is anticipated that the peak drop off times for students by parents will be 8:00 am – 8:45 am. All parents will be directed to the parking spaces directly in front of the facility. The car will turn into the designated parking space and one of the teachers or staff members will escort the child into the building and to their classroom. Any parent arriving after 8:45 a.m. will be asked to escort their child into the building and sign them in the daily register.

At the end of each school day, the peak pick up time will b 2:45 p.m. till 3:10 p.m. Parents will pull into the designated parking spaces in front of the facility and a teacher or staff member will guide the child to the car. At the time of the child's enrollment, the adults authorized to pick up a child will be determined and identification will be required until the teachers and staff become familiar with each child's authorized adult. The child's safety and security will be of utmost importance at all times.

The objective of the school administration is to develop a safe & efficient method for parents to drop off and pick up their children with minimal disturbance to the neighboring businesses and their patrons.

Fire Drill Procedure

The facility is equipped with a fire sprinkler system and the emergency exits are clearly marked. All fire safety requirements of the city of Richardson will be strictly enforced. Fire drills will be conducted once a month. All staff members will be trained in life and fire safety procedures. Each staff member and teacher will be equipped with evacuation instructions and will be assigned to specific classrooms. Staff members and teachers will be trained how to account for each student in the event of an emergency and the children will be taught fire and life safety procedures.

Notice of Public Hearing

City Plan Commission ▪ Richardson, Texas

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No./Name:	**ZF 11-06 / Little Steps Montessori School**
Property Owner:	Nancy Underwood / Underwood Financial, Ltd.
Applicant:	Smitha Puppala / Little Steps Montessori School Madhuri Siddabhattuni / Little Steps Montessori School
Location:	635 W. Campbell Road (See map on reverse side)
Current Zoning:	LR-M(2) Local Retail District
Request:	Revoke Ordinance 3524 and approval of a new Special Permit for a childcare center

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, MAY 3, 2011
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

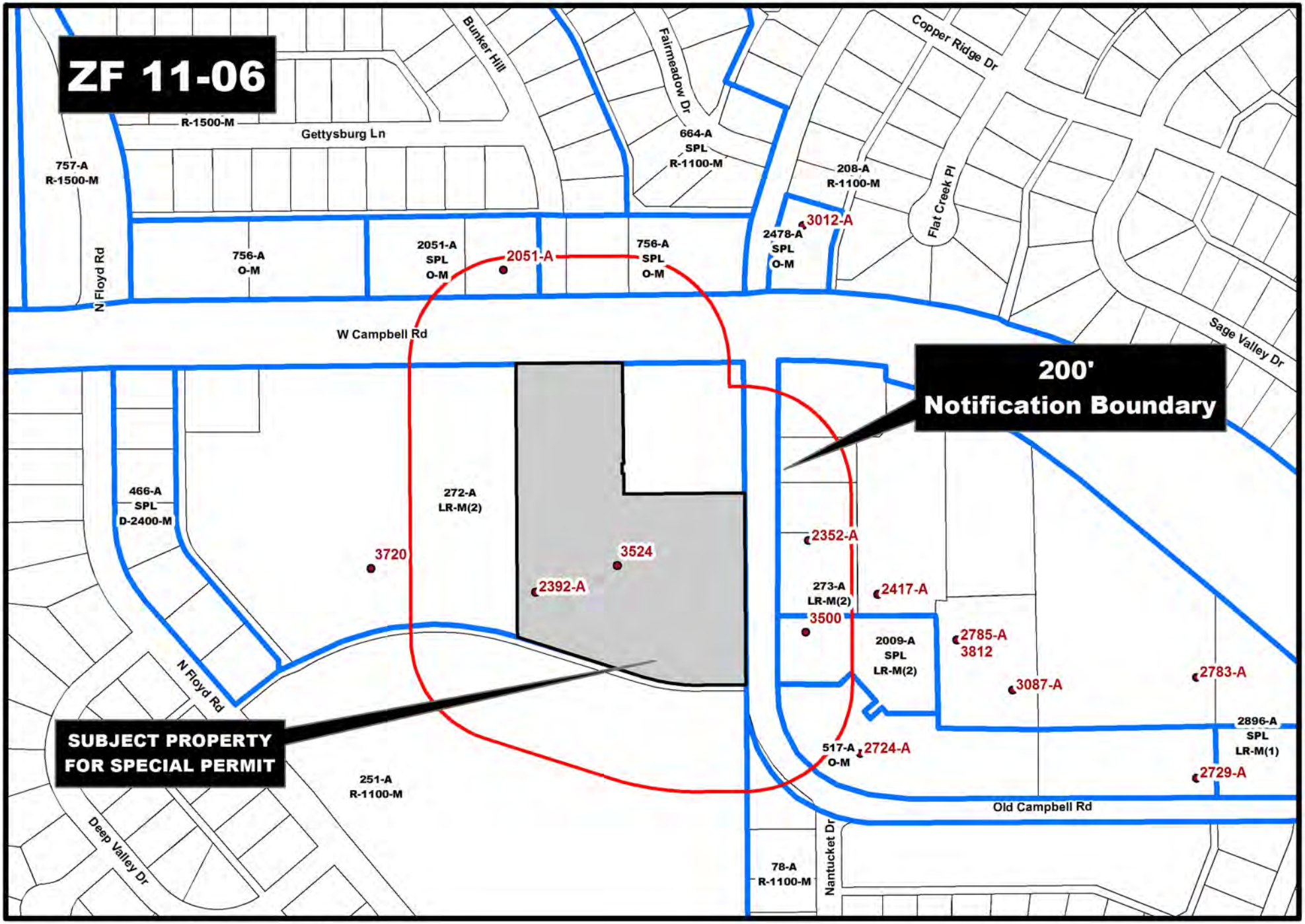
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/DevelopmentServices.aspx?id=13682.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 11-06.

Date Posted and Mailed: 04/22/11



ZF 11-06 Notification Map

Updated By: shacklettc, Update Date: April 7, 2011
File: DS\Mapping\Cases\Z\2011\ZF1106\ZF1106 notification.mxd

MAZAHERI MEHRDAD
648 W CAMPBELL RD STE B
RICHARDSON, TX 75080-3300

EITZ CHAIM CONGREGATION INC
650 W CAMPBELL RD
RICHARDSON, TX 75080-3301

KSH HOLDINGS LLC
25 SHADY CV
RICHARDSON, TX 75080-2540

NANCY UNDERWOOD
UNDERWOOD FINANCIAL CORP
25 HIGHLAND PARK VLG # 100-574
DALLAS, TX 75205-2789

MAZAHERI MEHRDAD
670 W CAMPBELL RD STE 100
RICHARDSON, TX 75080-3358

BAINS BROTHERS LLC
591 W CAMPBELL RD
RICHARDSON, TX 75080-3326

TENG SHAN MEI CHU
11029 SHADY TRL STE 123
DALLAS, TX 75229-7653

MARINO MICHAEL J
6901 NORTHWOOD RD
DALLAS, TX 75225-2437

GRIFFITH BALIE & BEVERLY
1206 W 6TH ST
AUSTIN, TX 78703-5209

RICHARDSON I S D
PO BOX 830625
RICHARDSON, TX 75083-0625

WARD LARRY J &
BARBARA J WARD
9683 FALLBROOK DR
DALLAS, TX 75243-6151

UNDERWOOD FINANCIAL CORP
STE#100-574
25 HIGHLAND PARK VLG
DALLAS, TX 75205-2789

JUNH I CHI
4215 MERRELL ROAD
DALLAS, TX 75229-5437

FRANK B WICHERN
600 W CAMPBELL ROAD NO 5
RICHARDSON, TX 75080-3357

HEFNER & ASSOCIATES, INC.
600 W CAMPBELL RD STE 7
RICHARDSON,TX 75080-3357

KIM HUMPHRIES & ASSOCUIATES
600 W CAMPBELL RD STE 1
RICHARDSON, TX 75080-3357

BRANAMAN TIM F &
NANCY BRANAMAN
4824 HOLLY TREE DR
DALLAS, TX 75287-7221

CHUI EDWARD K
1002 SUMMERTREE CIR
PLANO, TX 75025-2506

SMITHA PUPPALA
AMSA, LLC Operating as Little Steps
635 W CAMPBELL ROAD, STE 230
RICHARDSON, TX 75080

MADHURI SIDDABHATTUNI
AMSA, LLC Operating as Little Steps
635 W CAMPBELL ROAD, STE 230
RICHARDSON, TX 75080

ZF 11-06

ORDINANCE NO. 3524

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AS HERETOFORE AMENDED, SO AS TO AMEND THE SPECIAL CONDITIONS CONTAINED IN ORDINANCE NO. 3049-A, ADOPTED ON OCTOBER 9, 1995, GRANTING A SPECIAL PERMIT FOR A CHILDCARE FACILITY AT 635 WEST CAMPBELL ROAD, SUITE 230 IN THE CAMPBELL ROAD VILLAGE SHOPPING CENTER LOCATED WITHIN ABSTRACT 429, DALLAS COUNTY, CITY OF RICHARDSON, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING AMENDING SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 0520)

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance should be amended; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be, and the same is hereby amended so as to amend Ordinance No. 3049-A, adopted on October 9, 1995, granting a special permit for a childcare center at 635 West Campbell Road, Suite 230, in the Campbell Road Village Shopping Center located within Abstract 429, Dallas County, City of Richardson, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof, for all purposes. The property is currently zoned LR-M(2) Local Retail with special permit for childcare facility.

SECTION 2. That the special conditions for the childcare facility are amended so that the childcare facility shall be subject to the following special conditions:

1. The special permit shall be limited to the YMCA to provide childcare at this location.

2. School vans and employee parking shall be located on the south side of the shopping center.

3. Six-inch concrete filled pipe bollards, spaced approximately four feet on center shall protect the playground fence adjacent to the fire line.

SECTION 3. That the above described tract shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and subject to the aforementioned special conditions.

SECTION 4. That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand ($2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 26th day of September, 2005.

APPROVED:

MAYOR

APPROVED AS TO FORM:

H. Louis Nichols

CITY ATTORNEY

(HLN/mew 9/21/05)(77707)

CORRECTLY ENROLLED:

Pamela Schmidt

CITY SECRETARY

LEGAL DESCRIPTION

Being a tract of land situated in the John Edmonds Survey, Abstract No. 429, City of Richardson, Dallas County, Texas, and being part of several tracts of land conveyed to Underwood Financial Corporation, by James L. Embrey, et al, as recorded in Volume 77217, Page 1307, Dallas County, Deed Records, and being more particularly described as follows:

BEGINNING at a point in the South line of Campbell Road (a 140 foot right-of-way), said point being the West line of Nantucket Street (a 60 foot right-of-way), said point being the Northeast corner of the aforementioned Underwood tract, an 1/2 inch iron rod set w/cap for corner;

THENCE South 00 degrees 36 minutes 11 seconds West with the West line of said Nantucket Street, 636.98 feet to a 1/2 inch iron rod set w/cap for corner;

THENCE North 89 degrees 29 minutes West, for a distance of 89.15 feet to the beginning of a curve to the right;

THENCE Northwesterly along said curve to the right 121.37 feet with a radius of 382.78 feet to an "x" in concrete set;

THENCE North 71 degrees 19 minutes West for a distance of 253.51 feet to an "x" in concrete set for corner;

THENCE North 00 degrees 40 minutes East, 539.25 feet to a 1/2 inch iron rod found for corner in the South right-of-way line of said Campbell Road to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 26 minutes East with the South line of said Campbell Road 448.92 feet to the POINT OF BEGINNING and containing 271,387 square feet or 6.23 acres of land with 9,283 square feet lying with a 20' foot dedicated alley more or less.

EXHIBIT "A"

ZONING FILE 0520 - NOTICE OF PUBLIC HEARING
CITY OF RICHARDSON, TEXAS

INFORMATION PURPOSES ONLY - NOT PART OF ORDINA

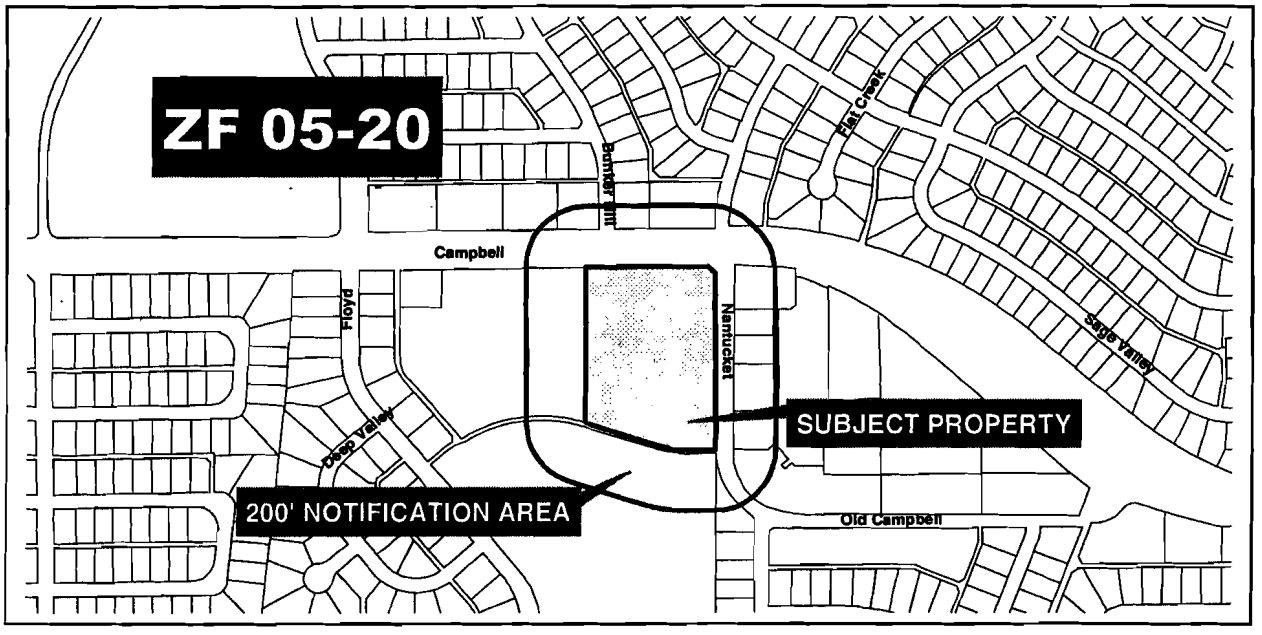
PUBLIC HEARING DATE & TIME: Monday, September 12, 2005, 7:30 p.m.

PLACE: Richardson Civic Center/City Hall, 411 W. Arapaho Rd., City Council Chamber.

PURPOSE OF THE HEARING: The City Council will consider a request by Marisa Elliott representing the YWCA for an amendment to the special permit special conditions for a childcare program at 635 W. Campbell Road, Suite 230, currently zoned LR-M(2) Local Retail.

CITY PLAN COMMISSION RECOMMENDATION: Recommended approval.

OWNER: Nancy Underwood, Underwood Financial, Ltd. **APPLICANT:** Marisa Elliott, YWCA



PROCEDURE: Testimony will be limited to 20 minutes for proponents and 20 minutes for opponents. The applicant may reserve any portion of the allotted time for rebuttal following the opposition. Time required to respond to questions by the City Council is excluded from the 20-minute limitation. The City Council may approve or disapprove the request or approve more restrictive classifications.

All interested property owners are encouraged to attend this hearing. Persons wishing their opinion to be part of the record who are unable to attend may send a written reply prior to the date of the hearing to Pamela Schmidt, City Secretary, P. O. Box 830309, Richardson, Texas, 75083.

I hereby certify that this notice was posted on the Civic Center/City Hall Bulletin Board no later than 10:00 a.m., Thursday, September 8, 2005.

The City of Richardson

Pamela Schmidt

Pamela Schmidt, City Secretary

This building is wheelchair accessible. Any requests for sign interpretive services must be made 48 hours ahead of meeting. To make arrangements, call 972-744-4000 via TDD or call 1-800-735-2989 to reach 972-744-4000.

MEMO

DATE: **June 9, 2011**

TO: **Honorable Mayor and City Council**

FROM: **Sam Chavez, Assistant Director of Development Services** *SC*

SUBJECT: **Zoning File 11-07 – Majesty Auto Glass**

REQUEST

Thomas Yakoob, representing Majesty Auto Glass, is requesting approval of a Special Permit for a "motor vehicle repair shop – minor" limited to auto glass repair and replacement in a C-M Commercial District located at the southeast corner of Arapaho Road and Newberry Drive (819 West Arapaho Road).

BACKGROUND

The proposed lease space is the former location of Safelite Auto Glass, which vacated the site in March 2010. Since the lease space has been vacant for more than six (6) months, and since this use now requires a Special Permit, the non-conforming rights have been lost, and a Special Permit is now required for minor motor vehicle repair shops. In July 2008, the Comprehensive Zoning Ordinance was revised to require Special Permits for several automobile-related uses. No letters in favor or opposition have been received.

PLAN COMMISSION RECOMMENDATION

On May 17, 2011, the Commission voted 7-0 to recommend approval of the request as presented.

ATTACHMENTS

Special Conditions
CC Public Hearing Notice
City Plan Commission Minutes 05-17-2011
Staff Report
Zoning Map
Aerial Map
Oblique Aerial Looking East
Zoning Exhibit (Exhibit "B")
Site Photos (Exhibits "C-1" & "C-2")
Applicant's Statement
Notice of Public Hearing
Notification List

SPECIAL CONDITIONS ZF 11-07

1. The Special Permit is for a motor vehicle repair shop – minor limited to auto glass repair and replacement, and it is limited to the area shown on the attached concept plan, marked as Exhibit “B” and made a part thereof, and which is hereby approved.

City of Richardson
Public Hearing Notice

The Richardson City Council will conduct a public hearing at 7:30 p.m. on Monday, June 13, 2011, in the Council Chambers, Richardson Civic Center/City Hall, 411 W. Arapaho Road, to consider the following requests.

Zoning File 11-05

A request by JD Dudley, representing QuikTrip, to revoke Ordinance 3802, a Special Permit for a motor vehicle service station, and to request a new Special Permit for a motor vehicle service station with modified development standards on the east side of Inge Drive, between Belt Line Road and Lockwood Drive; currently zoned C-M Commercial.

Zoning File 11-06

A request by Smitha Puppala & Madhuri Siddabhattuni, representing Little Steps Montessori School, to revoke Ordinance 3524, a Special Permit for a childcare center, and to request a new Special Permit for a childcare center at 635 W Campbell Road (SW corner of Campbell Rd and Nantucket Dr); currently zoned LR-M(2) Local Retail.

Zoning File 11-07

A request by Thomas Yakoob, representing Majesty Auto Glass, for a Special Permit for a motor vehicle repair shop – minor for an auto glass repair shop at 819 W Arapaho Road (SS of Arapaho Road between West Shore Dr and Newberry Dr); currently zoned C-M Commercial.

If you wish your opinion to be part of the record but are unable to attend, send a written reply prior to the hearing date to City Council, City of Richardson, P.O. Box 830309, Richardson, Texas 75083.

CITY OF RICHARDSON
Pamela Schmidt, City Secretary

"DRAFT" EXCERPT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES – MAY 17, 2011

Zoning File 11-07: A request by Thomas Yakoob, representing Majesty Auto Glass, for a Special Permit for a "motor vehicle repair shop – minor" for an auto glass repair shop at 819 W. Arapaho Road, south side of Arapaho Road between West Shore Drive and Newberry Drive.

Mr. Shacklett noted that the request was for a minor vehicle repair shop that would be limited to auto glass repair/replacement. He added that the proposed location had previously been occupied by SafeLite Auto Glass until March 2011; however, since the building had been vacant longer than the 6 month grandfather period allowed in the Zoning Ordinances, the applicant was required to obtain a Special Permit.

Mr. Shacklett stated the staff had received a few calls regarding the zoning change request and the main concern was there would be other auto repairs taking place, but the applicant confirmed there would be no other minor vehicle repairs conducted in the business (i.e., oil change, state sticker inspections, etc), and the one special condition recommended by the staff report would prohibit the same. He added that the applicant was proposing no changes for the site or the building, other than a new sign, and would be utilizing the space as did the previous business.

Commissioner DePuy asked if there had been any opposition from the other tenants in the shopping center, and had there been any discussion on outside storage or displays.

Mr. Shacklett replied that staff had not received any letters in opposition from the other tenants or surrounding neighborhood, and the owner of the shopping center had signed off on the application. He added that outside storage or displays were not allowed in a commercial district.

Commissioner Maxwell asked to confirm that the zoning case was for a minor motor vehicle repair shop and was specific to the applicant/ He also wanted to know if the item was approved and the applicant's business was discontinued would another auto glass repair shop be required to come back for a Special Permit if the 6 month grandfather period had expired.

Mr. Shacklett replied that the case was for a minor motor vehicle repair shop, but was not specific to the applicant. He said that once a Special Permit was granted it would be permanent and the lease space would allow any auto glass repair/replacement business from this time forward whether or not 6 months had passed between the time vacated and the new tenant. The only time the Special Permit could change would be if it was called up by the Commission and Council and revoked.

With no further questions for staff, Chairman Gantt opened the public hearing. There were no comments made in favor or opposed and Mr. Gantt closed the public hearing.

Commissioner Hand complimented the shopping center owner on keeping the center full and well maintained.

Motion: Commissioner Hand made a motion to recommend approval of Zoning File 11-07 as presented; second by Commissioner Frederick. Motion passed 7-0.

Staff Report

TO: City Council

THROUGH: Sam Chavez, AICP, Assistant Director – Development Services

FROM: Chris Shacklett, Planner *CS*

DATE: June 9, 2011

RE: **Zoning File 11-07**: Majesty Auto Glass

REQUEST:

Approval of a Special Permit for a minor motor vehicle repair shop for an auto glass repair shop at 819 W. Arapaho Road (southwest corner of Arapaho Road and West Shore Drive)

APPLICANT:

Thomas Yakoob – Majesty Auto Glass

PROPERTY OWNER:

Arapaho Dunhill Holdings, Ltd.

TRACT SIZE AND LOCATION:

9.25-acre site, south of Arapaho Road, west of West Shore Drive.

EXISTING DEVELOPMENT:

The site currently consists of two retail buildings and a service station totaling approximately 103,000 square feet of leasable area.

ADJACENT ROADWAYS:

Arapaho Road: Six-lane, divided arterial; 25,900 vehicles per day on all lanes, eastbound and westbound at West Shore Drive (April 2009).

Nantucket Drive: Two-lane, undivided neighborhood collector; 4,300 vehicles per day on all lanes, northbound and southbound at Arapaho Road (November 2009).

SURROUNDING LAND USE AND ZONING:

North: Retail/Commercial & Public/Institution/School; LR-M(2) Local Retail
South: Single Family; R-1500-M Residential
East: Retail/Commercial & Single Family; C-M Commercial & R-1500-M Residential
West: Office & Single Family; O-M Office & R-1500-M Residential

FUTURE LAND USE PLAN:

Enhancement/Redevelopment

These are areas where reinvestment and redevelopment is encouraged. Further study may be necessary to understand the full potential for redevelopment. This property is located in the West Arapaho enhancement/redevelopment area. Enhancement/redevelopment should include residential uses such as duplexes, townhomes, or senior housing with a focus on better serving the office and retail needs of the surrounding neighborhoods.

Future Land Uses of Surrounding Area:

North: Enhancement/Redevelopment
South: Neighborhood Residential
East: Enhancement/Redevelopment & Neighborhood Residential
West: Enhancement/Redevelopment & Neighborhood Residential

EXISTING ZONING:

The subject property is zoned C-M Commercial per Ordinance 91-A.

TRAFFIC/ INFRASTRUCTURE IMPACTS:

The requested zoning amendment will not have any significant impacts on the surrounding roadway system or the existing utilities in the area.

APPLICANT'S STATEMENT

(Please refer to the complete Applicant's Statement)

STAFF COMMENTS:

Background:
The applicant's request is for approval of a Special Permit for a minor motor vehicle repair shop limited to an auto glass repair shop. This space was previously occupied by Safelite Auto Glass from 1987 until March 2010. The space has been vacant since that time. The applicant applied

for a certificate of occupancy for Majesty Auto Glass in February 2011. At that time, he was informed that he needed to acquire a Special Permit before the certificate of occupancy could be issued because the space had been vacant for more than six (6) months.

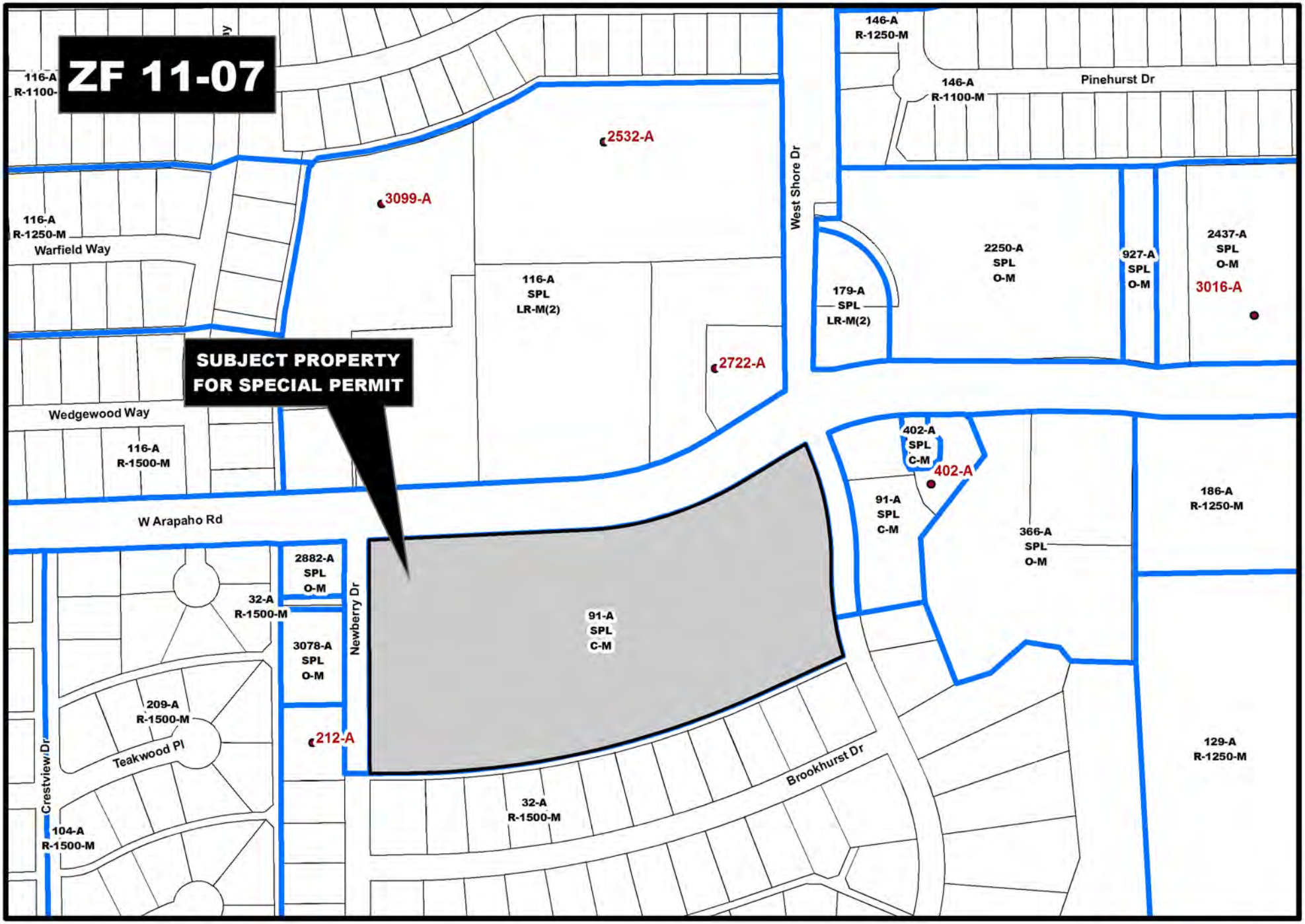
The requirement for Special Permits for motor vehicle repair shops as well as other motor vehicle uses began in 2008 when the Comprehensive Zoning Ordinance was modified and motor vehicle uses were changed from permitted uses in various zoning districts to Special Permit uses. Existing motor vehicle uses became non-conforming and were allowed to remain but could not expand without acquiring a Special Permit. Since the lease space has been vacant for more than six (6) months, the space lost its non-conforming rights for a minor motor vehicle repair shop, and a Special Permit is now required for the use.

The applicant's request is to utilize the space the same way Safelite Auto Glass used the space. There are no changes to the building or site being requested. The proposed business provides auto glass repair and replacement service and will utilize the existing three (3) service bays located on the west side of Building A which faces Newberry Drive. The applicant has stated they will not use the space for any motor vehicle repair work other than auto glass repair and replacement.

Correspondence: No correspondence in favor or opposition has been received.

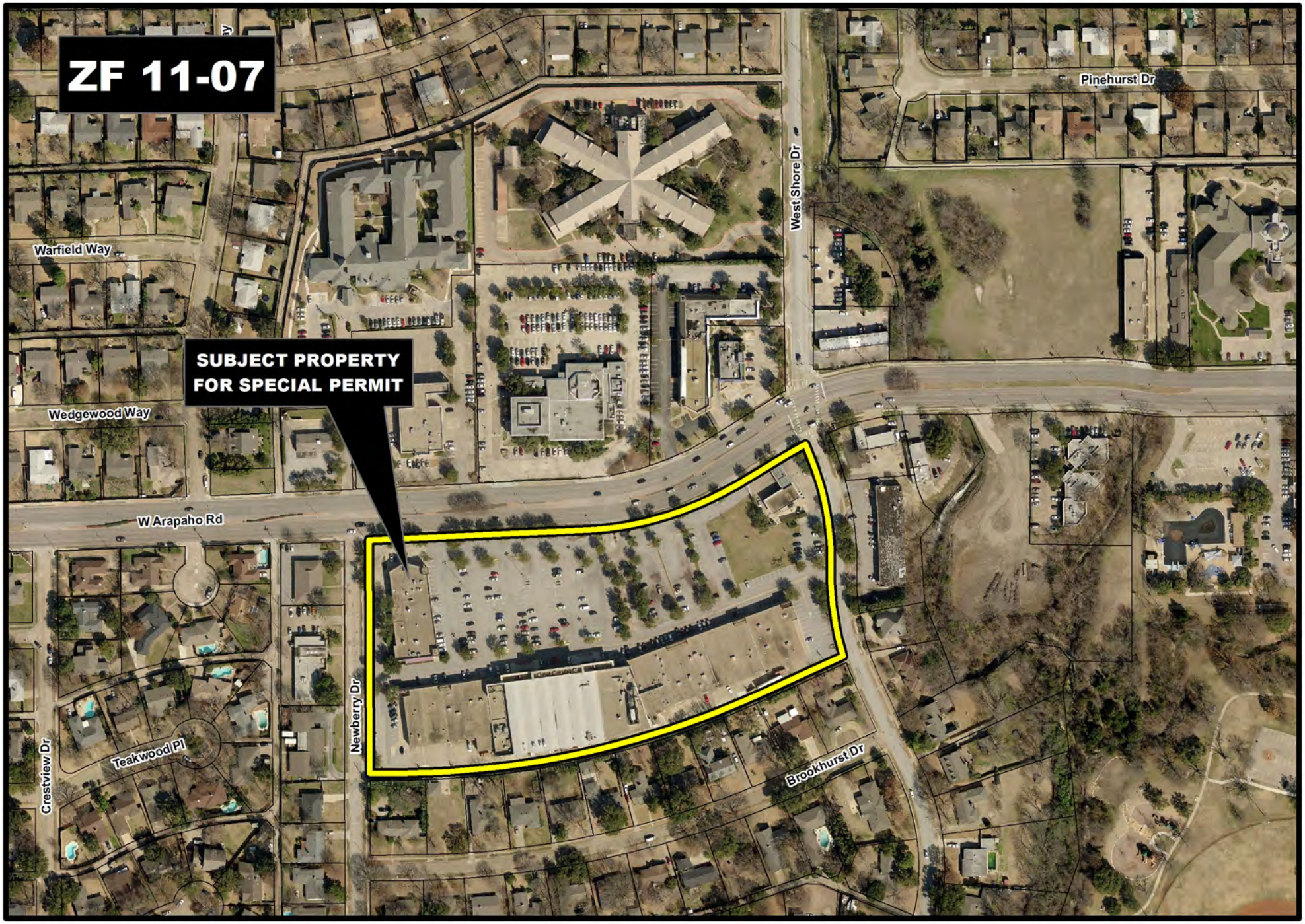
Motion: On May 17, 2011, the City Plan Commission recommended approval of the request subject to the following special conditions:

1. The Special Permit is for a motor vehicle repair shop – minor, limited to auto glass repair and replacement, and it is limited to the area shown on the attached concept plan, marked as Exhibit "B" and made a part thereof, and which is hereby approved.



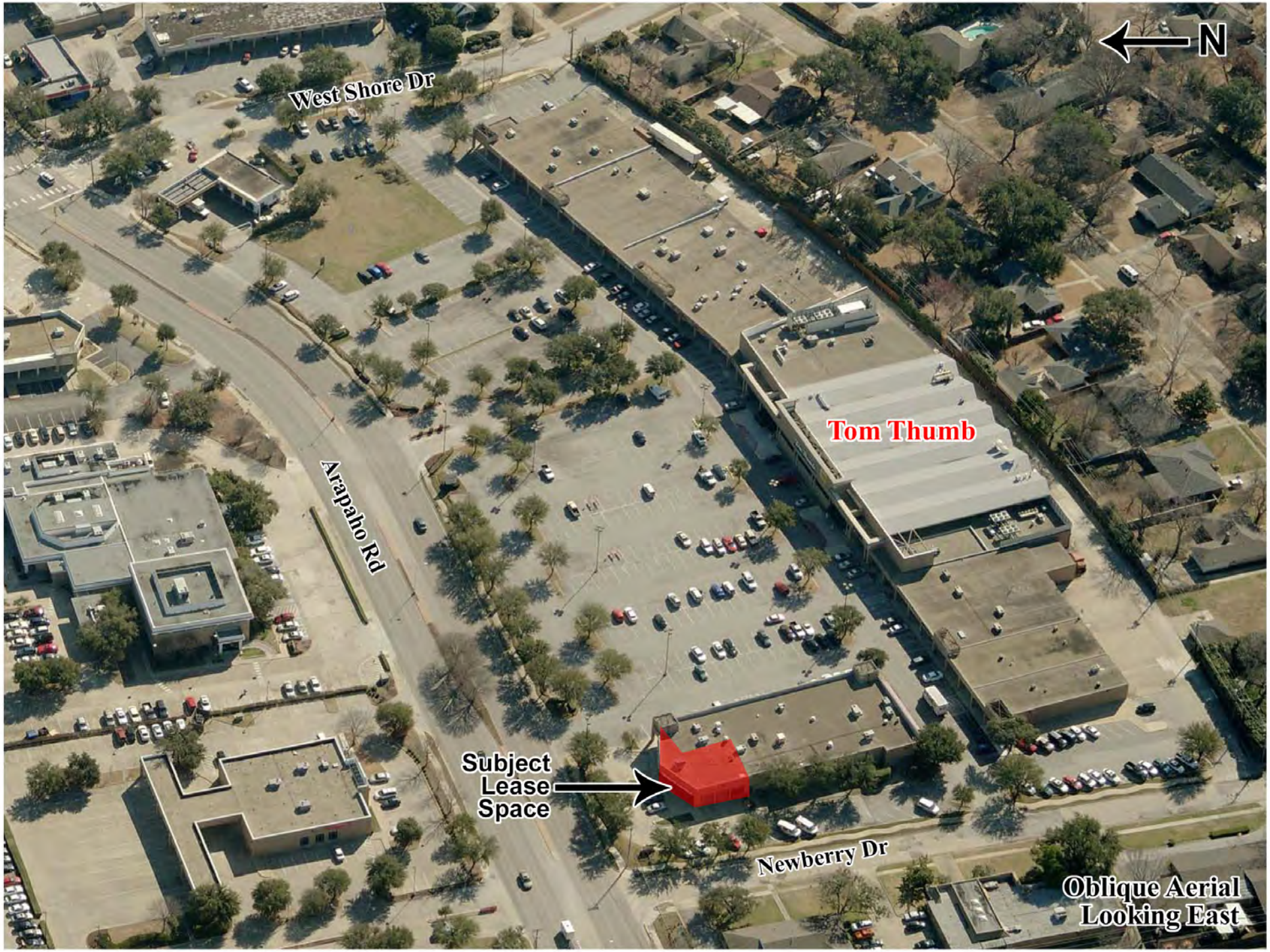
ZF 11-07 Zoning Map

Updated By: shacklettc, Update Date: May 4, 2011
File: DS\Mapping\Cases\Z\2011\ZF1107\ZF1107 zoning.mxd



ZF 11-07 Aerial Map

Updated By: shacklettc, Update Date: May 4, 2011
File: DS\Mapping\Cases\Z\2011\ZF1107\ZF1107 ortho.mxd


N
West Shore Dr
Tom Thumb
Arapaho Rd
Subject
Lease
Space
Newberry Dr
Oblique Aerial
Looking East

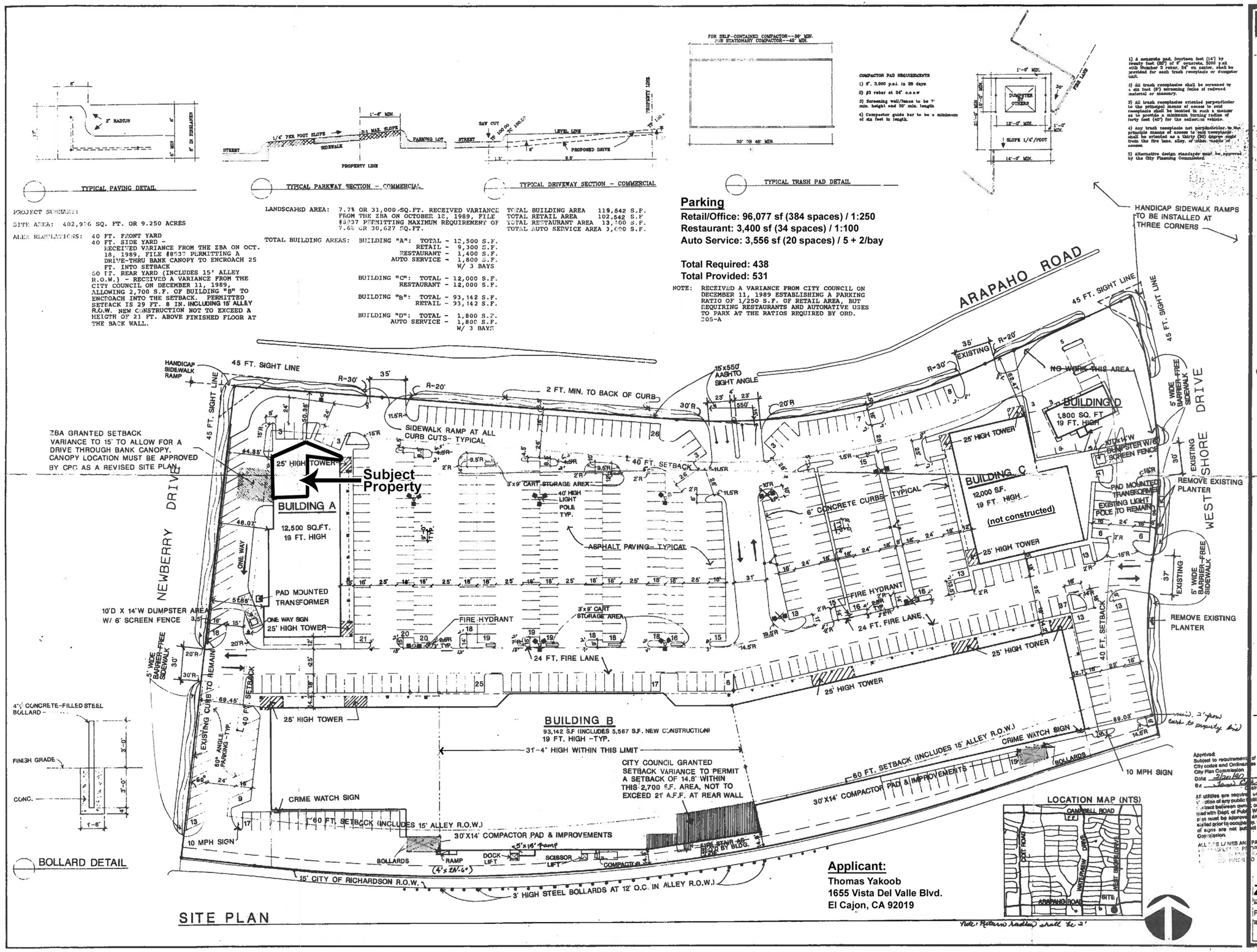


Exhibit B - Part of Ordinance

819 W Arapaho Rd - May 2011

Exhibit C-1

819 W Arapaho Rd - May 2011

Exhibit C-2

Statement

Opening an auto glass shop in this vacant lot will help by:

- Providing the surrounding residence with quality auto glass service, with over eleven years of experience, guaranteed lowest prices, and a clean environmental operation.

- Creating additional employment opportunities for unemployed residents.

- Providing more funds for the city.

- Replacing the previous auto glass business which was moved to a different city. The lot is designed for automotive use and cannot be used for different purposes.

We also commit to keeping the area clean and in good condition, including no alterations to the current building.

Thomas Yakoob
Majesty Auto Glass - Owner

Notice of Public Hearing

City Plan Commission ▪ Richardson, Texas

An application has been received by the City of Richardson for a:

SPECIAL PERMIT

File No./Name:	**ZF 11-07 / Majesty Auto Glass**
Property Owner:	Leslie Wilde / Arapaho Dunhill Holdings, Ltd
Applicant:	Thomas Yakoob / Majesty Auto Glass
Location:	819 W. Arapaho Road / (See map on reverse side)
Current Zoning:	C-M Commercial District
Request:	Special Permit for a motor vehicle repair shop – minor for an auto glass repair shop

The City Plan Commission will consider this request at a public hearing on:

TUESDAY, MAY 17, 2011
7:00 p.m.
City Council Chambers
Richardson City Hall, 411 W. Arapaho Road
Richardson, Texas

This notice has been sent to all owners of real property within 200 feet of the request; as such ownership appears on the last approved city tax roll.

Process for Public Input: A maximum of 15 minutes will be allocated to the applicant and to those in favor of the request for purposes of addressing the City Plan Commission. A maximum of 15 minutes will also be allocated to those in opposition to the request. Time required to respond to questions by the City Plan Commission is excluded from each 15 minute period.

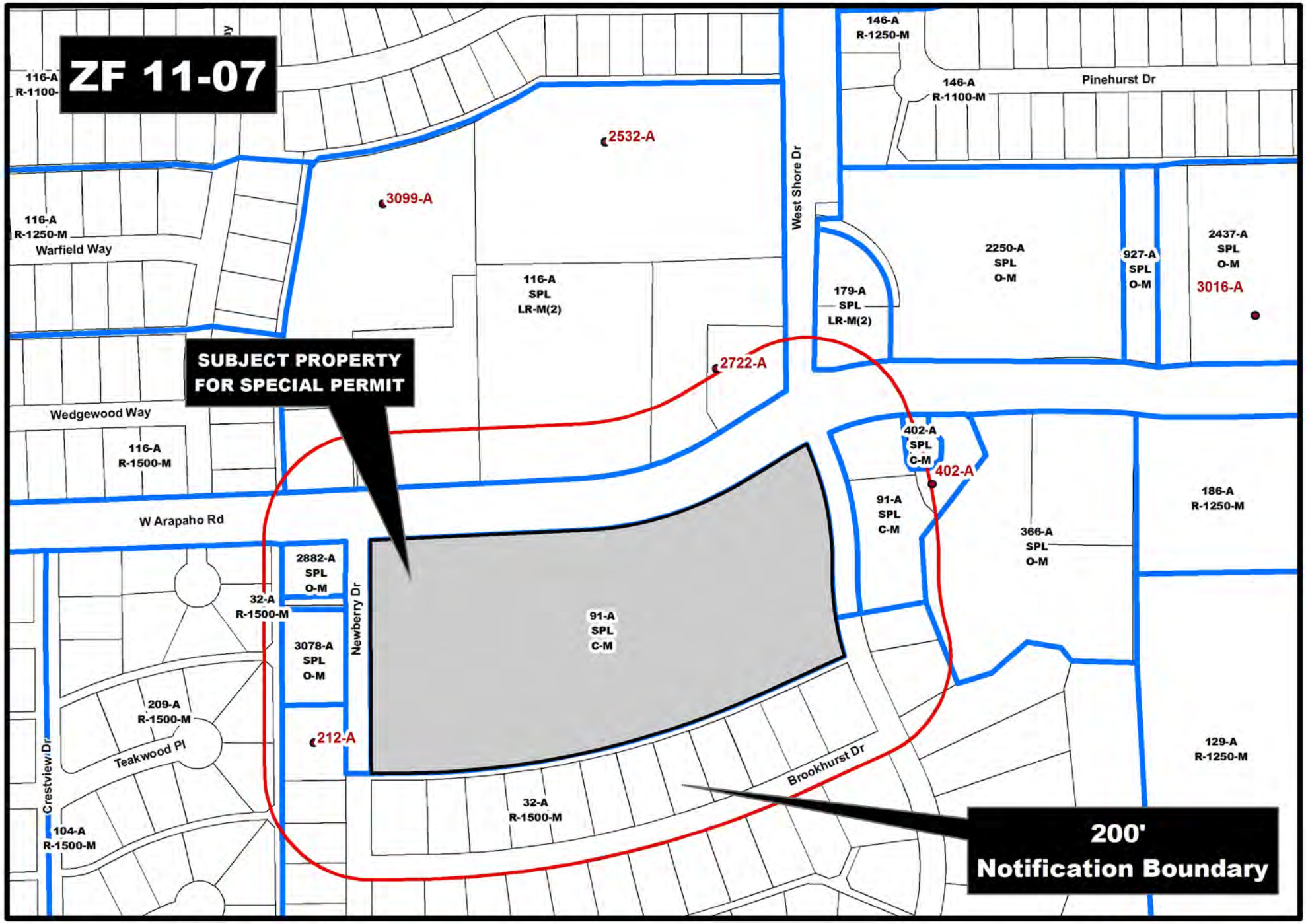
Persons who are unable to attend, but would like their views to be made a part of the public record, may send signed, written comments, referencing the file number above, prior to the date of the hearing to: Dept. of Development Services, PO Box 830309, Richardson, TX 75083.

The City Plan Commission may recommend approval of the request as presented, recommend approval with additional conditions or recommend denial. Final approval of this application requires action by the City Council.

Agenda: The City Plan Commission agenda for this meeting will be posted on the City of Richardson website the Saturday before the public hearing. For a copy of the agenda, please go to: http://www.cor.net/DevelopmentServices.aspx?id=13682.

For additional information, please contact the Dept. of Development Services at 972-744-4240 and reference Zoning File number ZF 11-07.

Date Posted and Mailed: 05/06/11



ZF 11-07 Notification Map

Updated By: shacklettc, Update Date: May 4, 2011
File: DS\Mapping\Cases\Z\2011\ZF1107\ZF1107 notification.mxd

APPLETREE COURT LTD
870 W ARAPAHO RD APT 260
RICHARDSON, TX 75080-4059

GIROMAXX LTD
221 CANNIKIN CT
SAN JOSE, CA 95116-3080

WHITEHILL INVESTMENTS LLC
6009 WOLF CREEK TRL
PLANO, TX 75093-5719

850 WEST ARAPAHO LTD
NCI-001-03-81
101 N TRYON ST
CHARLOTTE, NC 28246-0100

DALLAS LUBE VENTURE LLC
3059 W 15TH ST
PLANO, TX 75075-7633

CALVARY PENTECOSTAL CHURCH
1606 SCHOOL RD
CARROLLTON, TX 75006-7441

PERKINS TERRY M
739 W ARAPAHO RD
RICHARDSON, TX 75080-4137

MOJAHED GHOLLAM REZA
1409 MELROSE DR
RICHARDSON, TX 75080-3740

MALAYSIA INVESTMENT LLC
4101 RISA CT
ROUND ROCK, TX 78681-2277

NIKRAVAN KAZEM
5512 BENT TRL
DALLAS, TX 75248-2002

DAVIS THOMAS J
1004 WOODLAND WAY
RICHARDSON, TX 75080-4030

WISE MARLENE
1002 WOODLAND WAY
RICHARDSON, TX 75080-4030

HERRIN & KINARD LTD
1104 GLENFIELD CT
RICHARDSON, TX 75080-1518

POUPART MICHAEL &
KAREN POUPART
802 W SHORE DR
RICHARDSON, TX 75080-5013

JACKSON JOE D & CYNTHIA W
800 W SHORE DR
RICHARDSON, TX 75080-5013

KRAMER KATHRYN E
828 TEAKWOOD PL
RICHARDSON, TX 75080-4938

KONS JACOB B LF EST
710 W SHORE DR
RICHARDSON, TX 75080-5011

WRIGHT MARILYN F LF EST
802 BROOKHURST DR
RICHARDSON, TX 75080-5002

PLATT INC
3220 CASSIDY DR
PLANO, TX 75023-6219

MURRAY J DONALD
804 BROOKHURST DR
RICHARDSON, TX 75080-5002

HIRSCH WILLIAM &
SUSAN HIRSCH EST OF
826 TEAKWOOD PL
RICHARDSON, TX 75080-4938

MEADOWS DELPHA
806 BROOKHURST DR
RICHARDSON, TX 75080-5002

LEWIS I G LF ESTATE
REM: LACOISE COLEMAN
808 BROOKHURST DR
RICHARDSON, TX 75080-5002

STEPHENS KENNETH R
825 TEAKWOOD PL
RICHARDSON, TX 75080-4938

GOODSON JAMES ROBERT
810 BROOKHURST DR
RICHARDSON, TX 75080-5002

BOLTON KENNETH D &
MARGARET G COOPER
800 BROOKHURST DR
RICHARDSON, TX 75080-5002

RODRIGUEZ GERARDO &
SINDY PRADO
812 BROOKHURST DR
RICHARDSON, TX 75080-5002

FARRY MADELINE SEAY
814 BROOKHURST DR
RICHARDSON, TX 75080-5002

LESLIE WILDE
ARAPAHO DUNHILL HOLDINGS
3100 MONTICELLO AVE # 300
DALLAS, TX 75205-3433

CRUCIGER LAURIE A
816 BROOKHURST DR
RICHARDSON, TX 75080-5002

CAFRELLI LAURA E &
MATTHEW D
818 BROOKHURST DR
RICHARDSON, TX 75080-5002

MRH CONSTRUCTION INC
4054 MCKINNEY AVE STE 310
DALLAS, TX 75204-8275

STALNAKER AMY KATHLEEN
1011 NEWBERRY DR
RICHARDSON, TX 75080-4913

KANISS RICHARD C
1009 NEWBERRY DR
RICHARDSON, TX 75080-4913

MCMILLEN ERIC & MONICA
7618 SPRING VALLEY RD
DALLAS, TX 75254-2838

FORLAND LEE C
1007 NEWBERRY DR
RICHARDSON, TX 75080-4913

THOMAS YAKOOB
MAJESTIC AUTOGLASS
1655 VISTA DEL VALLE
EL-CAJON, CA 92019

ZF 11-07
Notification List

ORDINANCE NO. 3822

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING ORDINANCE NO. 3818, WEST SPRING VALLEY CORRIDOR PLANNED DEVELOPMENT DISTRICT, BY AMENDING THE PLANNED DEVELOPMENT DISTRICT REGULATIONS ATTACHED AS EXHIBIT "B" THERETO, BY AMENDING ARTICLE IV, SECTION B(7)(a)(iii), SECTION B(7)(b)(v) AND SECTION C(3)(b), BY AMENDING ARTICLE IX, SECTION I(4)(f) AND (g), AND BY AMENDING APPENDIX 1, "WSVC DISTRICT PERMITTED USES TABLE", TO CORRECT SCRIVENER'S ERRORS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 3818, West Spring Valley Corridor Planned Development District, on May 9, 2011; and

WHEREAS, at the time of adoption of Ordinance No. 3818 on May 9, 2011, the City Council included certain amendments to the proposed Ordinance No. 3818 relating to nonconforming structures and the requirement for major modification for certain mixed residential uses under the Planned Development District Regulations; and

WHEREAS, due to Scrivener's Errors, Article IV, Section B(7)(a)(iii), Section B(7)(b)(v) and Section C(3)(b), incorrectly referencing Section B(7)(d) elsewhere in the Article, Article IX, Section I(4) contained subsections (f) and (g), which should have been combined into subsection (f), and certain notations on, and a footnote to, the Permitted Uses table in Appendix 1 were not corrected as required by the motion of the City Council approving and adopting Ordinance No. 3818; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That Ordinance No. 3818, West Spring Valley Corridor Planned Development District, be amended, by amending the Planned Development District Regulations, attached as Exhibit "B" thereto, by amending Article IV, Section B(7)(a)(iii) to correct the reference to Section B(7)(d) as follows:

"(iii) Concrete tilt wall, site-cast concrete panels or other similar materials are prohibited, except as provided in Subsection B.7.c. below."

SECTION 2. That Ordinance No. 3818, West Spring Valley Corridor Planned Development District, be amended, by amending the Planned Development District Regulations, attached as Exhibit "B" thereto, by amending Article IV, Section B(7)(b)(v) to correct the reference to Section B(7)(d) as follows:

"(v) Concrete tilt wall, site-cast concrete panels or other similar materials are prohibited, except as provided in Subsection B.7.c. below."

SECTION 3. That Ordinance No. 3818, West Spring Valley Corridor Planned Development District, be amended, by amending the Planned Development District Regulations, attached as Exhibit "B" thereto, by amending Article IV, Section C(3)(b) to correct the reference to Section B(7)(d) as follows:

"(b) Windows in Live/Work, Mixed Residential and Mixed Use Buildings shall represent a minimum of 30% and a maximum of 60% of each Building Elevation above the ground floor; however, because loft units generally contain large amounts of window area, an increase of up to 15% may be approved for building elevations containing lofts by Minor Modification. Increases greater than 15% shall require a Major Modification except glass curtain wall shall be permitted in accordance with Subsection B.7.c. above."

SECTION 4. That Ordinance No. 3818, West Spring Valley Corridor Planned Development District, be amended, by amending the Planned Development District Regulations, attached as Exhibit "B" thereto, by amending Article IX, Section I(4) by combining subsections (f) and (g) into one subsection (f), to read as follows:

"(f) A nonconforming structure, which is nonconforming as to height and setback only, may be expanded provided: (i) the new building area does not cumulatively increase the foot print of the original building area by more than 15%; (ii) such building addition is architecturally compatible with the requirements of the Subdistrict in which the building is located; and (iii) the new building area extends the existing building wall to a location between the existing building wall and the build-to-line required in the Subdistrict."

SECTION 5. That Ordinance No. 3818, the West Spring Valley Corridor Planned Development District, be amended, by amending the Planned Development Planned District

Regulations, by amending Appendix 1, the table for WSVC District Permitted Uses to read as set forth in Exhibit "A" attached hereto.

SECTION 6. That all provisions of the Ordinances of the City of Richardson, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect. That Ordinance No. 3818 shall remain in full force and effect except as amended herein.

SECTION 7. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the ordinances as a whole.

SECTION 8. That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 9. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall upon conviction be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 10. This Ordinance shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Richardson, Texas, on the _____ day of _____, 2011.

APPROVED:

_____
MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY
(PGS:06-07-11:49545)

CORRECTLY ENROLLED:

_____
CITY SECRETARY

Exhibit "A"
APPENDIX 1. WSVC DISTRICT USES

Permitted Uses

Land Use	Area						
	A	B	C	D	E	F	G
Residential							
Apartments	P*	P*, MjM****	P*	P, MjM****		P, MjM****	
Condominiums, residential	P*	P*, MjM****	P*	P, MjM****		P, MjM****	
Duplexes, residential				P	P	P	
Live-work unit (in a live-work building)	P	P	P				P
Patio homes				P	P	P	
Private amenity center				MnM	MnM	MnM	
Townhomes	P	P		P	P	P	
Institutional							
Assisted living facility	P	P	P	P	MjM	P	
Childcare center**	MjM	MjM	MjM	MjM	MjM	MjM	MjM
Church	P	P	P	P	P	P	P
Independent living facility				P	MjM	P	
Nursing/convalescent home				MjM	MjM	MjM	
Public building	P	P	P				P
Retail/Commercial							
Art gallery	P	P	P				P
Bakery, retail sales only	P	P	P				P
Barber, beauty salon or day spa	P	P	P				P
Book, card, or stationery store	P	P	P				P
Camera and photographic supply shop	P	P	P				P
Catering service	P	P	P				P
Clothing or apparel store	P	P	P				P
Convenience store, no gas pumps, 5,000 SF or less	P	P	P				P

P = PERMITTED BY RIGHT
MnM = MINOR MODIFICATION REQUIRED
MjM = MAJOR MODIFICATION REQUIRED
(BLANK) = PROHIBITED

NO NON-RESIDENTIAL USES IN AREA B WEST OF ST. PAUL DRIVE WITHIN THE 200 FOOT BUFFER ZONE

* IN A MIXED USE BUILDING ONLY
** SUBJECT TO THE SUPPLEMENTAL REGULATIONS IN ARTICLE XXII-E OF THE COMPREHENSIVE ZONING ORDINANCE
*** SUBJECT TO THE STANDARDS CONTAINED FOR THESE USES IN THE CODE OF ORDINANCES
**** SUBJECT TO MjM WITHIN THE 150' BUFFER ZONE IN AREA B, D AND F

Exhibit "A"

Land Use	Area						
	A	B	C	D	E	F	G
Convenience store, no gas pumps, greater than 5,000 SF	MjM	MjM	MjM				MjM
Drugstore or pharmacy, no drive-through service	P	P	P				P
Fabric store	P	P	P				P
Fine arts studio	P	P	P				P
Florist	P	P	P				P
Furniture, home furnishings or décor store, no major appliance sales, 10,000 SF or less per building	P	P	P				P
Grocery store, 30,000 SF or less							P
Hardware store, 10,000 SF or less per building	P	P	P				P
Health club	P	P	P				P
Hotel, full service	P	MjM	MjM				
Hotel, limited service	MjM	MjM					
Hotel, suite	MjM	MjM					
Jewelry store	MjM	MjM	MjM				MjM
Laundry pick-up station, no drive-through service	P	P	P				P
Mailing service	P	P	P				P
Movie theater with lobby at grade, theaters above grade	P	P	P				MjM
Musical instrument sales and repair	P	P	P				P
Office furniture, equipment, or supply store, 10,000 SF or less per building	P	P	P				P
Pet sales and grooming, 10,000 SF or less per building	P	P	P				P
Photography or art studio	P	P	P				P
Print shop, minor	P	P	P				P

P = PERMITTED BY RIGHT
MnM = MINOR MODIFICATION REQUIRED
MjM = MAJOR MODIFICATION REQUIRED
(BLANK) = PROHIBITED

NO NON-RESIDENTIAL USES IN AREA B WEST OF ST. PAUL DRIVE WITHIN THE 200 FOOT BUFFER ZONE

* IN A MIXED USE BUILDING ONLY
** SUBJECT TO THE SUPPLEMENTAL REGULATIONS IN ARTICLE XXII-E OF THE COMPREHENSIVE ZONING ORDINANCE
*** SUBJECT TO THE STANDARDS CONTAINED FOR THESE USES IN THE CODE OF ORDINANCES
**** SUBJECT TO MjM WITHIN THE 150' BUFFER ZONE IN AREA B, D AND F

Exhibit "A"

Land Use	Area						
	A	B	C	D	E	F	G
Repair shop, personal items	P	P	P				P
Restaurant, no drive-through or curb service	P	P	P				P
Restaurant, with drive-through service	MjM	MjM					MjM
Secondhand goods Store	MjM	MjM	MjM				MjM
Retail tobacco store	MjM	MjM	MjM				MjM
Sporting goods store, 10,000 SF or less per building	P	P	P				P
Tailor shop	P	P	P				P
Theater for performing arts	P	P	P				P
Toy or hobby shop, 10,000 SF or less per building	P	P	P				P
Video and music sales and rental store, 10,000 SF or less per building	P	P	P				P
Office							
Bank or financial institution	P	P	P				P
Office	P	P	P				P
Veterinary office, no boarding of animals**	P	P	P				P
Other/Accessory							
Antenna, accessory**	P	P	P				P
Antenna, mounted**	P	P	P				P
Construction field office, temporary	P	P	P	P	P	P	P
Parking lot, accessory	P	P	P	P		P	P
Sustainable accessory uses and equipment***	P	P	P	P	P	P	P

P = PERMITTED BY RIGHT
MnM = MINOR MODIFICATION REQUIRED
MjM = MAJOR MODIFICATION REQUIRED
(BLANK) = PROHIBITED

NO NON-RESIDENTIAL USES IN AREA B WEST OF ST. PAUL DRIVE WITHIN THE 200 FOOT BUFFER ZONE

* IN A MIXED USE BUILDING ONLY
** SUBJECT TO THE SUPPLEMENTAL REGULATIONS IN ARTICLE XXII-E OF THE COMPREHENSIVE ZONING ORDINANCE
*** SUBJECT TO THE STANDARDS CONTAINED FOR THESE USES IN THE CODE OF ORDINANCES
**** SUBJECT TO MjM WITHIN THE 150' BUFFER ZONE IN AREA B, D AND F

ORDINANCE NO. 3823

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS ("CITY"), APPROVING A NEGOTIATED RESOLUTION BETWEEN THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR ("STEERING COMMITTEE") AND ONCOR ELECTRIC DELIVERY COMPANY LLC ("ONCOR" OR "COMPANY") REGARDING THE COMPANY'S APPLICATION TO INCREASE ELECTRIC RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ONCOR'S PROOF OF REVENUES; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richardson, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or " Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of approximately 160 similarly situated cities served by Oncor that have joined together to facilitate the review of and response to electric issues affecting rates charged in the Oncor service area; and

WHEREAS, on or about January 7, 2011, Oncor filed with the City its application to increase electric base rates by approximately $353 million, such increase to be effective in every municipality within Oncor's service territory; and

WHEREAS, the Steering Committee coordinated their review of Oncor's filing by designating an Executive Committee made up of Steering Committee representatives, assisted by Steering Committee attorneys and consultants, to resolve issues identified by the Steering Committee in the Company's filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the Steering Committee's rate experts concluded that Oncor is able to justify an increase over current rates of $136.7 million; and

WHEREAS, the Steering Committee has entered a Settlement Agreement with Oncor to increase base rate revenues by $136.7 million; and

WHEREAS, the Executive Committee of the Steering Committee, and the Steering Committee's lawyers and consultants recommend that Steering Committee members approve the

attached rate tariffs (Exhibit "A" to this Ordinance), which will increase the Company's revenue requirement by $136.7 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the Steering Committee and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City; and

WHEREAS, the negotiated resolution of the Company's filing and the resulting rates are, as a whole, in the public interest; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That the City Council finds the existing rates for electric service provided by Oncor are unreasonable and new tariffs, which are attached hereto and incorporated herein as Exhibit "A" and Exhibit "B", are just and reasonable and are hereby adopted.

SECTION 3. That Oncor shall reimburse the reasonable ratemaking expenses of the Steering Committee in processing the Company's rate application.

SECTION 4. That if the City determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in the Company's filing would be more beneficial to the City than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the City.

SECTION 5. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the

remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 6. That all ordinances of the City of Richardson in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective in two phases; provided, however, phase one tariffs (attached to this Ordinance as Exhibit "A"), increasing Oncor's revenues by $93.7 million, are effective for bills rendered on or after July 1, 2011; and phase two tariffs (attached to this Ordinance as Exhibit "B"), increasing Oncor's revenues by $43 million, are effective for bills rendered on or after January 1, 2012.

SECTION 8. That a copy of this Ordinance shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201, and to Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED by the City Council of the City of Richardson, Texas, on the _____ day of _____, 2011.

APPROVED:

_____
MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY
(PGS:05-12-11:49292)

CORRECTLY ENROLLED:

_____
CITY SECRETARY

Exhibit "A"

(to be attached)

TARIFF
FOR
RETAIL DELIVERY SERVICE

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 Woodall Rodgers Fwy
Dallas, Texas 75202-1234

TABLE OF CONTENTS

CHAPTER 1: DEFINITIONS 9

CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA 15

CHAPTER 3: GENERAL SERVICE RULES & REGULATIONS 18

3.1. APPLICABILITY 18

3.2 GENERAL 18

3.3 DESCRIPTION OF SERVICE 18

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE 18

3.5 AVAILABILITY OF TARIFF 19

3.6 CHANGES TO TARIFF 19

3.7 NON-DISCRIMINATION 19

3.8 FORM OF NOTICE 19

3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE 20

3.10 INVOICING TO STATE AGENCIES 20

3.11 GOVERNING LAWS AND REGULATIONS 20

3.12 GOOD-FAITH OBLIGATION 20

3.13 QUALITY OF DELIVERY SERVICE 20

3.14 COOPERATION IN EMERGENCIES 20

3.15 SUCCESSORS AND ASSIGNS 21

3.16 EXERCISE OF RIGHT TO CONSENT 21

3.17 WAIVERS 21

3.18 NON-BUSINESS DAY DESIGNATIONS 21

3.19 PUBLIC SERVICE NOTICE 21

3.20 HEADINGS 21

CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS 22

4.1 GENERAL SERVICE RULES AND REGULATIONS 22
4.1.1 APPLICABILITY OF CHAPTER 22
4.1.2 REQUIRED NOTICE 22

4.2 LIMITS ON LIABILITY 22
4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS 22
4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER 22
4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES 23
4.2.4 FORCE MAJEURE 23
4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS 23
4.2.6 LIMITATION OF WARRANTIES BY COMPANY 23

4.3 SERVICE 24
4.3.1 ELIGIBILITY 24
4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION) 24
4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED 24
4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED 25
4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES 25
4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER 25
4.3.5 SWITCHING FEE 26
4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES 26
4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY 27
4.3.8 SUSPENSION OF DELIVERY SERVICE 27
4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE 27
4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION 28
4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS 28
4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY 28
4.3.9.3 OTHER COMPANY RESPONSIBILITIES 28
4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS 28
4.3.11 RESTORATION OF DELIVERY SERVICE 29
4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER 29
4.3.12.1 MOVE OUT REQUEST 29
4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION 30
4.3.13 CUSTOMER REQUESTED CLEARANCE 30

4.4 BILLING AND REMITTANCE 31
4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES 31
4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES 31
4.4.3 INVOICE CORRECTIONS 31
4.4.4 BILLING CYCLE 32

4.4.5 REMITTANCE OF INVOICED CHARGES 32
4.4.6 DELINQUENT PAYMENTS 33
4.4.7 PARTIAL PAYMENTS 33
4.4.8 INVOICE DISPUTES 33
4.4.9 SUCCESSOR COMPETITIVE RETAILER 34

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS 34
4.5.1 SECURITY RELATED TO TRANSITION CHARGES 34
4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES 34
4.5.2.1 DEPOSIT REQUIREMENTS 34
4.5.2.2 SIZE OF DEPOSIT 35
4.5.2.3 FORM OF DEPOSIT 35
4.5.2.4 INTEREST 35
4.5.2.5 HISTORICAL DEPOSIT INFORMATION 35
4.5.2.6 REFUND OF DEPOSIT 35

4.6 DEFAULT AND REMEDIES ON DEFAULT 36
4.6.1 COMPETITIVE RETAILER DEFAULT 36
4.6.2 REMEDIES ON DEFAULT 36
4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY 36
4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF 37
4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION 37
4.6.3 CURE OF DEFAULT 37

4.7 MEASUREMENT AND METERING OF SERVICE 37
4.7.1 MEASUREMENT 37
4.7.2 METER READING 38
4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER 38
4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER 39
4.7.3 REPORTING MEASUREMENT DATA 39
4.7.4 METER TESTING 39
4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING AND THEFT 40

4.8 DATA EXCHANGE 40
4.8.1 DATA FROM METER READING 40
4.8.1.1 DATA RELATED TO INTERVAL METERS 41
4.8.1.2 DATA REPORTED BY VOLUMETRIC (KWH) METERS 41
4.8.1.3 OUT-OF-CYCLE METER READS 41
4.8.1.4 ESTIMATED USAGE 42
4.8.1.5 METER/BILLING DETERMINANT CHANGES 42
4.8.2 DATA FOR UNMETERED LOADS 43
4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA 43
4.8.4 DATA EXCHANGE PROTOCOLS 43

4.9 DISPUTE RESOLUTION PROCEDURES 44
4.9.1 COMPLAINT PROCEDURES 44
4.9.2 COMPLAINT WITH REGULATORY AUTHORITY 44

4.10 SERVICE INQUIRIES 44

4.11 OUTAGE AND SERVICE REQUEST REPORTING 45
4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS 45
4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS 46

CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS 47

5.1 GENERAL 47
5.1.1 APPLICABILITY OF CHAPTER 47
5.1.2 COMPANY CONTACT INFORMATION 47

5.2 LIMITS ON LIABILITY 47
5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS 47
5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER 47
5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES 48
5.2.4 FORCE MAJEURE 48
5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS 48
5.2.6 LIMITATION OF WARRANTIES BY COMPANY 49

5.3 SERVICE 49
5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION) 49
5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED 49
5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED 50
5.3.2 REQUESTS FOR CONSTRUCTION SERVICES 50
5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER 50
5.3.4 SWITCHING FEES AND SWITCHOVERS 50
5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES 50
5.3.6 CHANGES IN RATE SCHEDULES 51
5.3.7 SUSPENSION OF SERVICE 52
5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE 52
5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS 52
5.3.7.3 RESTORATION OF SERVICE 53
5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION 53
5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES 54

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES 54
5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS 54
5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION 54
5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION 55
5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES 55

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER.....55
5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.....55
5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM.....56
5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES.....56

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD.....57
5.5.1 LOAD BALANCE.....57
5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS..57
5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS.....57
5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD.....57
5.5.5 POWER FACTOR.....58
5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT.....58

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE.....59
5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)..59
5.6.2 PARALLEL OPERATION.....59

5.7 FACILITIES EXTENSION POLICY.....59
5.7.1 GENERAL.....59
5.7.2 CONTRACTUAL ARRANGEMENTS.....59
5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM.....60
5.7.4 ALLOWANCE FOR FACILITIES.....60
5.7.5 NON-STANDARD FACILITIES.....60
5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES.....61
5.7.7 TEMPORARY DELIVERY SYSTEM.....61
5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS.....61
5.7.9 DISMANTLING OF COMPANY'S FACILITIES.....61

5.8 BILLING AND REMITTANCE.....61
5.8.1 BILLING OF DELIVERY CHARGES.....61
5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY.....62

5.9 DEFAULT AND REMEDIES ON DEFAULT.....62
5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER.....62

5.10 METER.....62
5.10.1 METERING PRACTICES.....62
5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS.....62
5.10.2.1 REQUIREMENTS.....63
5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS.....63
5.10.4 LOCATION OF METER.....63
5.10.5 NON-COMPANY OWNED METERS.....64

5.11 RETAIL CUSTOMER INQUIRIES.....65
5.11.1 SERVICE INQUIRIES.....65
5.11.2 COMPLAINTS.....65
5.11.3 BILLING INQUIRIES.....65

5.12 OUTAGE REPORTING 66
5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS 66
5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS 66

CHAPTER 6: COMPANY SPECIFIC ITEMS 67

6.1 RATE SCHEDULES 67
6.1.1 DELIVERY SYSTEM CHARGES 67
6.1.1.1 CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE 67
6.1.1.1.1 RESIDENTIAL SERVICE 67
6.1.1.1.2 SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KW 69
6.1.1.1.3 SECONDARY SERVICE GREATER THAN 10 KW 71
6.1.1.1.4 PRIMARY SERVICE LESS THAN OR EQUAL TO 10 KW 74
6.1.1.1.5 PRIMARY SERVICE GREATER THAN 10 KW - DISTRIBUTION LINE 75
6.1.1.1.6 PRIMARY SERVICE GREATER THAN 10 KW - SUBSTATION 77
6.1.1.1.7 TRANSMISSION SERVICE 79
6.1.1.1.8 LIGHTING SERVICE 81
6.1.1.2 SCHEDULE TC 88
6.1.1.2.1 RIDER TC1 - TRANSITION CHARGE 88
6.1.1.2.2 RIDER TC2 - TRANSITION CHARGE 95
6.1.1.3 CTC 102
6.1.1.3.1 RIDER CTC - COMPETITIVE TRANSITION CHARGE 102
6.1.1.4 CHARGES FOR SBF 103
6.1.1.4.1 RIDER SBF - SYSTEM BENEFIT FUND CHARGE 103
6.1.1.5 CHARGES FOR NUCLEAR DECOMMISSIONING 104
6.1.1.5.1 RIDER NDC - NUCLEAR DECOMMISSIONING CHARGES 104
6.1.1.6 OTHER CHARGES 105
6.1.1.6.1 RIDER TRANSMISSION COST RECOVERY FACTOR (TCRF) 105
6.1.1.6.2 RIDER CMC - COMPETITIVE METERING CREDIT 108
6.1.1.6.3 RIDER EECRF - ENERGY EFFICIENCY COST RECOVERY FACTOR 109
6.1.1.6.4 RIDER AMCRF - ADVANCED METERING CREDIT 111
6.1.1.6.5 RIDER RCE - RATE CASE EXPENSE SURCHARGE 112
6.1.1.6.6 RIDER SCUD - STATE COLLEGES & UNIVERSITIES DISCOUNT 113
6.1.2 DISCRETIONARY SERVICE CHARGES 114
6.1.2.1 STANDARD DISCRETIONARY SERVICES 114
6.1.2.2 DISCRETIONARY CHARGES - CONSTRUCTION SERVICE 120
6.1.2.3 DISCRETIONARY CHARGES - OTHER THAN CONSTRUCTION SERVICE CHARGES 126
6.1.2.4 DISTRIBUTED GENERATION 129

6.2 COMPANY-SPECIFIC TERMS AND CONDITIONS 130
6.2.1 DEFINITIONS 130
6.2.2 STANDARD VOLTAGES 132
6.2.3 ADDITIONAL DELIVERY SERVICE INFORMATION 133
6.2.4 ADDITIONAL DISCRETIONARY SERVICE INFORMATION 134

6.3 AGREEMENTS AND FORMS 135
6.3.1 FACILITIES EXTENSION AGREEMENT 135
6.3.2 TRANSMISSION/SUBSTATION FACILITY EXENSION AGREEMENT 137

6.3.3 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION WITH THE UTILITY SYSTEM 139
6.3.4 AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION 141
6.3.5 DISCRETIONARY SERVICE AGREEMENT 146
6.3.6 EASEMENT AND RIGHT OF WAY (FORM 50.2000) 148
6.3.7 EASEMENT AND RIGHT OF WAY (FORM 50.2100) 150
6.3.8 EASEMENT AND RIGHT OF WAY (FORM 50.3200) 151
6.3.9 EASEMENT AND RIGHT OF WAY (FORM 50.3400) 152
6.3.10 EASEMENT AND RIGHT OF WAY (FORM 50.3500) 153
6.3.11 EASEMENT AND RIGHT OF WAY (FORM 50.3700) 154
6.3.12 GRANT OF EASEMENT (VETERAN'S LAND BOARD) 155
6.3.13 GRANT OF EASEMENT (VETERAN'S LAND BOARD) 157
6.3.14 AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION 159
6.3.15 AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS 161
6.3.16 COMPETITIVE METERING LETTER OF AGENCY 166
6.3.17 AGREEMENT FOR STREET LIGHTING SERVICE 168

6.4 RATE ADMINISTRATION 175
6.4.1 CITIES IN WHICH RIDER UFCRF AND THE AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY HAVE BEEN APPROVED 175

APPENDIX A 176
AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT) 176

Chapter 1: Definitions

The following definitions apply to Company's Tariff for Delivery Service, including the service rules and regulations, policies, Rate Schedules and Riders, and to any Service Agreements made pursuant to the Tariff, unless specifically defined otherwise therein.

ACTUAL METER READING. A Meter Reading whereby Company has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

AFFILIATED RETAIL ELECTRIC PROVIDER. A retail electric provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

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 the Independent Organization, or any entity authorized by the Independent Organization to perform registration or settlement functions.

BANKING HOLIDAY. Any day on which the bank designated by Company as the repository for payment of funds due to Company under this Tariff is not open for business.

BILLING DEMAND. Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

BILLING DETERMINANTS. Measured, calculated, or specified values used to determine Company's Delivery Charges that can be transmitted to the CR on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

BUSINESS DAY. Any day on which Company's corporate offices are open for business.

CENTRAL PREVAILING TIME, CPT. As established by national time standards, either Central Standard Time or Central Day-Light time.

CODES. Federal, state, or local laws, or other rules or regulations governing electrical installations.

COMMISSION, PUC, or PUCT. The Public Utility Commission of Texas.

COMPANY. The transmission and distribution utility providing Delivery Service pursuant to this Tariff, and its respective officers, agents, employees, successors, and assigns.

COMPANY'S DELIVERY SYSTEM. The portion of the Delivery System that is owned by Company.

COMPETITIVE RETAILER (CR). A Retail Electric Provider, or a Municipally Owned Utility, or an Electric Cooperative that offers customer choice in the restructured competitive electric power market or any other entity authorized to provide Electric Power and Energy in Texas. For purposes of this Tariff, a Municipally Owned Utility or an Electric Cooperative is only considered a Competitive Retailer where it sells retail Electric Power and Energy outside its certified service territory.

CONSTRUCTION SERVICE. Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of Delivery System facilities, including temporary facilities.

CONSTRUCTION SERVICE CHARGE. Commission authorized charges to recover costs associated with Construction Services.

DELIVERY. The movement of Electric Power and Energy through Company's electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

DELIVERY CHARGES. Commission authorized rates and charges for the use of Company's Delivery System. Delivery Charges comprise Delivery System Charges and Discretionary Charges.

DELIVERY SERVICE. The service performed by Company pursuant to this Tariff for the Delivery of Electric Power and Energy. Delivery Service comprises Delivery System Services and Discretionary Services.

DELIVERY SERVICE AGREEMENT. The standard, pro-forma document set forth in this Tariff in which Company and Competitive Retailer agree to be bound by the terms and conditions of Company's Tariff.

DELIVERY SYSTEM. The electric lines, and other equipment, including transformers, owned by Company and the Meters, including Non-Company Owned Meters, used in the Delivery of Electric Power and Energy.

DELIVERY SYSTEM CHARGES. Commission authorized charges to recover costs associated with Delivery System Services.

DELIVERY SYSTEM SERVICES. Delivery Services whose costs are attributed to all Retail Customers that receive Delivery Service from Company and charged to Competitive Retailers serving Retail Customers under the Rate Schedules specified in Section 6.1.1, DELIVERY SYSTEM CHARGES. Delivery System Services are all Tariffed Delivery Services provided by Company that are not specifically defined as Discretionary Services.

DEMAND. The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured in kW or kVA.

DISCRETIONARY CHARGES. Commission authorized charges to recover costs associated with Discretionary Services.

DISCRETIONARY SERVICES. Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in Chapter 6.

ELECTRIC COOPERATIVE. An electric cooperative as defined in PURA §11.003(9).

ELECTRIC POWER AND ENERGY. The kWh, the rate of Delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

ELECTRIC SERVICE IDENTIFIER or ESI ID. The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

ERCOT. The Electric Reliability Council of Texas, Inc.

ESTIMATED METER READING. The process by which Billing Determinants are estimated when an Actual Meter Reading is not obtained.

FACILITY EXTENSION POLICY. The Company policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections for temporary services, and relocation of facilities.

FACILITY EXTENSION AGREEMENT. The Service Agreement pursuant to this Tariff that must be executed by Company and the entity (either a Retail Customer or Retail Electric Provider) requesting certain Construction Services before Company can provide such Construction Services to the requesting entity.

GOOD UTILITY PRACTICE. This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, Definitions, or its successor.

HOME AREA NETWORK (HAN) PROVISIONED METER. An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which the HAN communications are operational.

INDEPENDENT ORGANIZATION or IO. The organization authorized to perform the functions prescribed by PURA §39.151.

KILOVOLT AMPERES or kVA. 1000 Volt-Amperes.

KILOWATT or kW. 1000 Watts.

KILOWATT-HOUR or kWh. 1000 Watt-hours.

LOAD FACTOR. The ratio, usually stated as a percentage, of actual kWh used during a designated time period to the maximum kW of Demand times the number of hours occurring in the designated time period.

METER or BILLING METER. A device, or devices for measuring the amount of Electric Power and Energy delivered to a particular location for Company billing, CR billing and as required by ERCOT. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Commercial and industrial Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner in accordance with P.U.C. SUBST. R. 25.311, Competitive Metering Services and other Applicable Legal Authorities.

METER DATA. All data contained within the Meter.

METER OWNER. Entity authorized by the Retail Customer to own the Meter. Entity could be Retail Customer, Competitive Retailer, or other entity designated by the Retail Customer as permitted by Applicable Legal Authorities. If the Retail Customer is not eligible for competitive metering or does not choose to participate in competitive metering the Meter Owner shall be Company.

METER READING. The process whereby Company collects the information recorded by Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

METER READING SCHEDULE. No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the billing meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

MUNICIPALLY OWNED UTILITY. A utility owned, operated, and controlled by a municipality or by a nonprofit corporation, the directors of which are appointed by one or more municipalities, as defined in PURA §11.003(11).

NON-COMPANY OWNED METER. A Meter on the ERCOT-approved competitive Meter list that is owned by an entity other than the Company. Unless otherwise expressly provided herein, a Non-Company Owned Meter shall be treated under this Tariff as if it were a Meter owned by the Company.

POINT OF DELIVERY. The point at which Electric Power and Energy leaves the Delivery System.

POINT OF SUPPLY. The point at which Electric Power and Energy enters the Delivery System.

POWER FACTOR. The ratio of real power, measured in kW, to apparent power, measured in kVA, for any given load and time, generally expressed as a percentage.

PREMISES. A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon.

PROVIDER OF LAST RESORT (POLR). A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers.

PURA. Public Utility Regulatory Act, TEXAS UTILITIES CODE ANNOTATED.

RATE SCHEDULE. A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply. As used in this Tariff, the term Rate Schedule includes all applicable Riders.

REGISTRATION AGENT. Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

RETAIL CUSTOMER. An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

RETAIL CUSTOMER'S ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Company.

RETAIL CUSTOMER'S ELECTRICAL LOAD. The power and energy required by all motors and other electricity-consuming devices located on Retail Customer's Premises that are operated simultaneously using Electric Power and Energy delivered by Company.

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

RETAIL SEASONAL AGRICULTURAL CUSTOMER. A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

RIDER. An attachment to a Rate Schedule that defines additional service options, pricing, conditions, and limitations for that class of service.

SCHEDULED METER READ DATE. Date Company is scheduled to read the Meter according to the Meter Reading Schedule.

SERVICE AGREEMENT. Any Commission-approved agreement between Company and a Retail Customer or between Company and a Competitive Retailer, which sets forth certain information, terms, obligations and/or conditions of Delivery Service pursuant to the provisions of this Tariff.

SERVICE CALL. The dispatch of a Company representative to a Delivery Service address or other designated location for investigation of a complete or partial service outage, irregularity, interruption or other service related issue.

SETTLEMENT PROVISIONED METER. An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which 15-minute interval data is sent to and accepted by ERCOT for settlement purposes.

SWITCHING FEE. Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching the Competitive Retailer that does not relate to recovering any utility cost or expenses already included in Commission-approved Delivery Charges included in Chapter 6 of this Tariff.

TAMPER or TAMPERING. Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could adversely affect the integrity of billing data or the Company's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

TARIFF. The document filed with, and approved by, the PUC pursuant to which Company provides Delivery Service. It is comprised of Rate Schedules, Riders, and service rules and regulations. The service rules and regulations include definitions, terms and conditions, policies, and Service Agreements.

TEXAS SET, TX SET or SET. A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.

TRANSITION CHARGES or TC. Charges established pursuant to a financing order issued by the Commission.

VALID INVOICE. An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission rules, and have not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

Chapter 2: Descriptions of Company's Certified Service Area

2.0 Utility Operations

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

2.1 Cities Previously Served by TXU Electric

Abbott
Ackerly
Addison
Aledo
Allen
Alma
Alvarado
Alvord
Andrews
Angus
Anna
Annetta
Annetta North
Annetta South
Annona
Appleby
Archer City
Argyle
Arlington
Athens
Aurora
Austin
Azle
Balch Springs
Bangs
Bardwell
Barry
Bartlett
Bedford
Bellevue
Bellmead
Bells
Belton
Benbrook
Beverly Hills
Big Spring
Blanket
Blooming Grove
Blue Mound
Bonham
Boyd
Breckenridge
Bridgeport
Brownsboro
Brownwood
Bruceville-Eddy
Buckholts
Buffalo
Burkburnett
Burke
Burleson
Bynum
Caddo Mills
Cameron
Campbell
Caney City
Canton
Carbon
Carrollton
Cashion Community
Cedar Hill
Celina
Centerville
Chandler
Chico
Chireno
Clarksville
Cleburne
Coahoma
Cockrell Hill
Colleyville
Collinsville
Colorado City
Comanche
Commerce
Como
Cool
Cooper
Coppell
Copperas Cove
Corinth
Corsicana
Crandall
Crane
Cresson
Crockett
Crossroads
Crowley
Cumby
Cushing
Dallas
Dalworthington Gardens
Dawson
Dean
Decatur
DeLeon
Denison
Denton
DeSoto
Diboll
Dish
Dodd City
Dorchester
Dublin
Duncanville
Early
Eastland
Ector
Edgecliff Village
Edgewood
Edom
Electra
Elgin
Elkhart
Emhouse
Enchanted Oaks
Ennis
Euless
Eureka
Eustace
Everman
Fairview (Collin Co.)
Farmers Branch
Fate
Ferris
Florence
Flower Mound
Forest Hill
Forney
Forsan
Fort Worth
Frisco
Frost
Gainesville
Garland
Garrett
Georgetown
Gholson
Glenn Heights
Godley
Golinda
Goodlow
Gorman
Graford
Graham
Grand Prairie
Grandfalls
Grandview
Granger
Grapeland
Grapevine
Gun Barrell City
Gunter
Haltom City
Harker Heights
Haslet
Heath
Hebron
Henrietta
Hewitt
Hickory Creek
Hideaway
Highland Park
Hillsboro
Holland
Holliday
Honey Grove
Howe

Hubbard
Hudson
Hudson Oaks
Huntington
Hurst
Hutchins
Hutto
Iowa Park
Irving
Italy
Itasca
Jacksboro
Jarrell
Jewett
Jolly
Josephine
Joshua
Justin
Kaufman
Keene
Keller
Kemp
Kennedale
Kerens
Killeen
Knollwood
Krum
Lacy-Lakeview
Ladonia
Lake Bridgeport
Lake Dallas
Lake Worth
Lakeside
Lakeside City
Lamesa
Lancaster
Latexo
Lavon
Leona
Leroy
Lewisville
Lindale
Lindsay
Lipan
Little Elm
Little River Academy
Loraine
Lorena
Lovelady
Lowry Crossing
Lucas
Lufkin
Mabank
Malakoff
Malone
Manor
Mansfield
Marquez
Maypearl
McGregor
McKinney
McLendon-Chisholm
Melissa
Mertens
Mesquite
Midland
Midlothian
Milano
Mildred
Milford
Millsap
Mineral Wells
Mobile City
Monahans
Moody
Morgan's Point Resort
Mount Calm
Muenster
Murchison
Murphy
Mustang
Nacogdoches
Navarro
Nevada
New Chapel Hill
New Fairview
Newark
Neylandville
Nolanville
Noonday
Northlake
North Richland Hills
O'Donnell
Oak Grove
Oak Leaf
Oak Point
Oak Valley
Oakwood
Odessa
Oglesby
Ovilla
Palestine
Palmer
Pantego
Paradise
Paris
Parker
Payne Springs
Pecan Gap
Pecan Hill
Penelope
Pflugerville
Plano
Pleasant Valley
Ponder
Post Oak Bend
Pottsboro
Powell
Poynor
Princeton
Prosper
Pyote
Quinlan
Ranger
Ravenna
Red Oak
Reno (Lamar Co.)
Reno (Parker Co.)
Retreat
Rhome
Rice
Richardson
Richland
Richland Hills
River Oaks
Roanoke
Robinson
Rockdale
Rockwall
Rogers
Roscoe
Rosser
Round Rock
Rowlett
Roxton
Royse City
Runaway Bay
Sachse
Sadler
Saginaw
Salado
Sanctuary
Sansom Park Village
Savoy
Seagoville
Shady Shores
Sherman
Snyder
Southlake
Southmayd
Springtown
St. Paul
Stanton
Stephenville
Streetman
Sulphur Springs
Sunnyvale
Sweetwater
Taylor
Temple
Terrell
The Colony
Thorndale
Thorntonville
Thrall
Tira
Tool
Trinidad
Trophy Club
Troy
Tyler
University Park
Valley View
Van
Van Alstyne
Venus
Waco
Watauga
Waxahachie
Weatherford
Weir
Wells
West
Westbrook
Westover Hills
Westworth Village
Whitehouse
White Settlement
Wichita Falls
Wickett
Willow Park
Wills Point
Wilmer
Windom
Wink
Wolfe City
Woodway
Wylie
Yantis
Zavalla

2.2 Cities Previously Served by TXU SESCO

Alto
Arp
Bullard
Coolidge
Fairfield
Frankston
Gallatin
Groesbeck
Jacksonville
Lott
Marlin
Mart
Mexia
New Summerfield
Overton
Riesel
Rosebud
Rusk
Teague
Tehuacana
Thornton
Troup
Whitehouse
Wortham

2.3 Counties Previously Served by TXU Electric

Anderson
Andrews
Angelina
Archer
Bastrop
Baylor
Bell
Borden
Bosque
Brown
Burnet
Cherokee
Clay
Coke
Coleman
Collin
Comanche
Cooke
Coryell
Crane
Culberson
Dallas
Dawson
Delta
Denton
Eastland
Ector
Ellis
Erath
Falls
Fannin
Fisher
Freestone
Gaines
Glasscock
Grayson
Henderson
Hill
Hood
Hopkins
Houston
Howard
Hunt
Jack
Johnson
Kaufman
Kent
Lamar
Lampasas
Leon
Limestone
Loving
Lynn
Martin
McLennan
Midland
Milam
Mitchell
Montague
Nacogdoches
Navarro
Nolan
Palo Pinto
Parker
Pecos
Rains
Reagan
Red River
Reeves
Rockwall
Rusk
Scurry
Shackelford
Smith
Stephens
Sterling
Tarrant
Terry
Tom Green
Travis
Trinity
Upton
Van Zandt
Ward
Wichita
Wilbarger
Williamson
Winkler
Wise
Wood
Young

2.4 - Counties Previously Served by TXU SESCO

Anderson
Cherokee
Falls
Freestone
Henderson
Limestone
McLennan
Milam
Rusk
Smith

Chapter 3: General Service Rules & Regulations

3.1. APPLICABILITY

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of Transmission Service by non-ERCOT utilities. Neither does this Tariff apply to the provision of Delivery Service to Wholesale Customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of the Tariff.

3.2 GENERAL

Company will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within the Company's service territory and served by Competitive Retailers. Company has no ownership interest in any Electric Power and Energy it delivers. Company will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff, which establishes the rates, terms and conditions, and policies for such access. Company will provide Delivery Services to Retail Customers and Competitive Retailers pursuant to this Tariff. Company shall provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and shall provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers.

This tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

3.3 DESCRIPTION OF SERVICE

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the Premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate Rate Schedule.

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

All charges associated with a Delivery Service provided by Company must be authorized by the Commission and included as a Tariffed charge in Section 6.1, RATE SCHEDULES.

3.5 AVAILABILITY OF TARIFF

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

3.6 CHANGES TO TARIFF

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC. In the event that Company determines it necessary to change its application of an existing Tariff provision, Company shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 30 Business Days in advance of any change in application of an existing Tariff provision.

3.7 NON-DISCRIMINATION

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.8 FORM OF NOTICE

A notice, demand or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. Any notice, demand or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service

Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of the Tariff, the "designated contact" shall be the contact(s) designated in the Delivery Service Agreement.

3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE

Company shall designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Competitive Retailers. Company shall also designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Retail Customers. Company shall identify to the Commission a Delivery Service contact person(s), either by name or by title, and shall provide convenient access through its Internet website to the name or title, telephone number, mailing address and electronic mail address of its Delivery Service contact person(s). Company may change its designation by providing notice to the Commission, and Competitive Retailers utilizing Delivery Service by the Company, updating such information on the Company's website, and by direct notice to Retail Customer requesting Construction Service.

3.10 INVOICING TO STATE AGENCIES

Notwithstanding any provisions in this Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

3.11 GOVERNING LAWS AND REGULATIONS

Company's provision of Delivery Service is governed by all Applicable Legal Authorities as defined herein. This Tariff is to be interpreted to conform therewith. Changes in applicable laws, rules, or regulations shall become effective with regard to this Tariff, and any Service Agreements made pursuant to it, as of the effective date of such law, rule or regulation.

3.12 GOOD-FAITH OBLIGATION

Company, Competitive Retailer, and Retail Customer will cooperate in good-faith to fulfill all duties, obligations, and rights set forth in this Tariff. Company, Competitive Retailer, and Retail Customer will negotiate in good-faith with each other concerning the details of carrying out their duties, obligations, and rights set forth in this Tariff.

3.13 QUALITY OF DELIVERY SERVICE

Company will use reasonable diligence to provide continuous and adequate Delivery of Electric Power and Energy in conformance with Applicable Legal Authorities, but Company does not guarantee against irregularities or interruptions.

3.14 COOPERATION IN EMERGENCIES

Company, Competitive Retailer, and any Retail Customer shall cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the Delivery of Electric Power and Energy or the safety and security of persons and property.

3.15 SUCCESSORS AND ASSIGNS

This Tariff shall inure to the benefit of, and be binding upon, Company, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

3.16 EXERCISE OF RIGHT TO CONSENT

Company, Competitive Retailer, or Retail Customer shall not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. Company, Competitive Retailer, or Retail Customer further shall not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

3.17 WAIVERS

The failure of Company, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

3.18 NON-BUSINESS DAY DESIGNATIONS

Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. Company may designate other days as Non-Business Days to reflect additional holiday observances by posting the designation on the Company website no later than October 31 of the preceding calendar year.

3.19 PUBLIC SERVICE NOTICE

Company shall, as required by the Commission after reasonable notice, provide public service notices.

3.20 HEADINGS

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

Chapter 4: Service Rules and Regulations Relating to Access to Delivery System of Company by Competitive Retailers

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access to and conditions of the provision of Delivery Service by Company to Competitive Retailers, whether the Competitive Retailer has entered into a Service Agreement or not. This Chapter also applies to Competitive Retailers utilizing the Delivery System of the Company unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Delivery Service from Company.

4.1.2 REQUIRED NOTICE

Notice to Competitive Retailer and Company shall be provided pursuant to Section 3.8, FORM OF NOTICE.

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

This Tariff is not intended to limit the liability of Company or Competitive Retailer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical Delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Competitive Retailer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by

any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Competitive Retailer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 4.2.1, LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.

4.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its Delivery System or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in the Company's sole judgment, for inspection, test, repair, or changes in the Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of the outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of Broadband over Powerline (BPL) shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including, but without limitation, warranties of merchantability or fitness for a particular purpose.

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

(1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and

(2) Competitive Retailer and Company execute a Delivery Service Agreement; or

(3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For purposes of this section, "Initiation of Delivery System Service" refers to the actions taken by Company to energize a Retail Customer's connection to the Delivery System.

4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

(1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or

(2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

If a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to

the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail Customer. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

A Competitive Retailer may request Discretionary Services from Company. Such requests for Discretionary Service must include the following information and any additional data elements required by Applicable Legal Authorities:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) ESI ID, if in existence;
(4) Service address (including City and zip code) and directions to location, and access instructions as needed;
(5) Discretionary Services requested; and
(6) Date requested for Company to perform or provide Discretionary Services.

For an electronic service request sent by Competitive Retailer, Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request as required by Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

Competitive Retailer shall be responsible for informing its Retail Customers how to obtain Discretionary Services, including Construction Services consistent with the requirements of Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out-of-cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out-of-cycle Meter Read shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is

made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.5 SWITCHING FEE

Company shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based upon the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets for new customers no later than the conclusion of its next general rate case. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

Subsequent to the selection of a Rate Schedule, the Competitive Retailer shall notify Company of any change of which it is aware in the Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule.

Upon notice to the Competitive Retailer, Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

A change in Rate Schedule that does not require a change in Billing Determinants, shall be applicable for the entire billing cycle in which the change in Rate Schedule is made if the request is made at least two Business Days before the scheduled Meter Read date for that Retail Customer. If a change in the Company's facilities, the Meter used to serve a Retail Customer, or a Rate Schedule requires a different methodology or different Billing Determinants, then such change shall be effective in the next full billing cycle.

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

Competitive Retailer shall timely supply to Company all data, materials, or other information specified in this Tariff, including current customer names, telephone number, and mailing address, in connection with Company's provision of Delivery Services to Competitive Retailer's Retail Customers, if required. Such information shall be used only for Company operations or in transitions of customers to another REP or POLR in accordance with Applicable Legal Authorities and will be subject to the provisions of the code of conduct rule, P.U.C. SUBST. R. 25.272(g), Code of Conduct for Electric Utilities and Their Affiliates.

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities. The requirement that a Competitive Retailer provide the information listed above, regardless of the option chosen shall be effective July 1, 2007.

4.3.8 SUSPENSION OF DELIVERY SERVICE

4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to a Competitive Retailer's Retail Customer where a known dangerous condition exists for as long as the condition exists, provided that such suspension does not result in other dangerous or life-threatening conditions. Company shall notify, as soon as practicably possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Company may also suspend service without prior notice when such suspension is authorized by Applicable Legal Authorities.

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be provided by electronic notice to all certificated

Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of the outage.

Nothing in this section is intended to take precedence over the timely restoration of service.

4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION

4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS

Upon receipt of an application for eligibility for critical care or chronic condition residential status, Company shall:

(1) Follow the procedures outlined in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a critical care residential customer or chronic condition residential customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;
(2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a critical care residential customer or chronic condition residential customer; and
(3) Ensure ESI IDs are properly identified for critical care or chronic condition status in Company systems and on applicable Retail Market transactions.

4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY

Upon receipt of a request for designation as a critical load industrial customer or critical load public safety customer Company shall:

(1) Follow the Company-established process for evaluating the request for Critical Load status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Load designation within one month of Company's receipt of the application;
(2) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
(3) Ensure ESI IDs are properly identified for critical load status in Company systems and on applicable Retail Market transactions.

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

Company shall fulfill any other responsibilities pursuant to P.U.C. Subst. R. 25.497.

4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Upon notice to Competitive Retailer, Company may suspend Delivery Service to Retail Customer:

(1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;

(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;

(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

(5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

Company shall provide electronic notice pursuant to Section 3.8, FORM OF NOTICE, of any noticed suspension of service to Competitive Retailers, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

4.3.11 RESTORATION OF DELIVERY SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice of restoration of service as soon as practicably possible.

4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER

Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

4.3.12.1 MOVE OUT REQUEST

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction. Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two

Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of the tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery.

For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter that Company cannot successfully communicate with at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For such premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day, if possible, but no later than the close of Company's next field operational day.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which the Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of a request.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, Retail Electric Service Using a Customer Prepayment Device or System, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.

For all premises, standard reconnect requests received by Company between 2:00 PM CPT and 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day may be considered received at 8:00 AM CPT on the next Business Day.

4.3.13 CUSTOMER REQUESTED CLEARANCE

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

4.4 BILLING AND REMITTANCE

4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Read for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

Construction Service Charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, Company shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.

4.4.3 INVOICE CORRECTIONS

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, meter inaccuracies, and Meter Reading errors. Company

shall cancel and re-bill the original invoice that was incorrect and apply any payments made as provided by Applicable Legal Authorities. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will promptly issue a corrected invoice. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Company may not issue an invoice for underbillings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations shall be trued-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section.

Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

4.4.4 BILLING CYCLE

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.1.3, OUT-OF-CYCLE METER READS, invoiced charges shall be based on a cycle of approximately one month.

The Competitive Retailer shall have the right to request a one-time adjustment to a Retail Customer's Meter Reading/billing cycle. The Competitive Retailer must select another Company-defined Meter Reading Schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Read/billing cycle subject to Company's and ERCOT's Meter data processing capabilities. Company shall notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading Schedules. Notification shall be provided in accordance with appropriate TX SET protocol. Company's Meter Reading Schedules will be made available on Company's website for the next year by December 15. Company shall provide 60 days notice for any changes in the Meter Reading Schedule.

4.4.5 REMITTANCE OF INVOICED CHARGES

Payments for all Delivery Charges invoiced to Competitive Retailer shall be due 35 calendar days after the date of Company's transmittal of a Valid Invoice. The 35 calendar day payment provision shall not apply to invoices that have been rejected using Applicable Legal Authorities. Disputed invoiced amounts shall be governed by Section 4.4.8, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). The Company shall specify the due date on the invoice, and the due date shall be the 35th calendar day after the transmittal date of the Valid Invoice, unless the 35th day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day that is not a Banking Holiday. Electronic invoices transmitted after 5:00 p.m. CPT shall be considered transmitted on the next calendar day.

Notwithstanding the above, Company and Competitive Retailer may mutually agree to different billing and payment timelines for Discretionary Services, provided that such terms are afforded on a non-discriminatory basis to all Competitive Retailers.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) or by wire transfer (WT) to a bank designated by Company. Payment will be considered received on the date Company's bank receives the EFT or WT and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities.

4.4.6 DELINQUENT PAYMENTS

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

4.4.7 PARTIAL PAYMENTS

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, partial payments will be applied pro-rata to all separately stated charges.

4.4.8 INVOICE DISPUTES

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by Company and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer may refuse to pay the disputed amount. If it does so, it shall provide written notice of the dispute to the Company's designated contact under Section 3.9, DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution.

Company may dispute the reason for which a Competitive Retailer rejects an invoice as prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES.

If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, Company shall pay interest on such amounts from the date payment was received by Company until the date of refund of such amounts at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer shall pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with TEX. UTIL. CODE ANN. Chapter 183.

If the dispute is resolved in favor of the Company, Company shall not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice shall be due within one Business Day of resolution of the dispute.

A Competitive Retailer shall not dispute a methodology used to estimate a Meter Read if the estimation methodology has been approved by the Commission.

4.4.9 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first Valid Invoice from the Company. Company shall ensure that its deposit calculations are reproducible and able to be calculated by Competitive Retailer.

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

Except as provided for in Schedule TC of this Tariff and P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, or as provided in PUC Subst. R. 25.107, Certification of Retail Electric Providers, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

4.5.2.2 SIZE OF DEPOSIT

Deposits shall be equal to one-sixth of the estimated annual amount to be billed under this Tariff by Company to Competitive Retailer. The computation of the size of a required deposit shall be mutually agreed upon by the Competitive Retailer and Company. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

4.5.2.3 FORM OF DEPOSIT

Deposits under this section shall be in the form of cash, surety bond, letter of credit, affiliate guaranty, or any combination thereof at the Competitive Retailer's option. Competitive Retailer and Company may mutually agree to other forms of security, provided that Company offers such terms on a non-discriminatory basis to all Competitive Retailers. The Company shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by Company and Competitive Retailer. If the credit rating of the provider of the surety bond, affiliate guarantee, or letter of credit is downgraded below BBB- or Baa3 (or equivalent), Competitive Retailer must provide a deposit in accordance with this Tariff within ten Business Days of the downgrade.

4.5.2.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

Company shall maintain records showing the name and address of a depositor, the amount of the deposit, and each transaction concerning the deposit. Records of each unclaimed deposit shall be maintained for at least four years, during which time Company will make reasonable efforts to return the deposit and any accrued interest.

4.5.2.6 REFUND OF DEPOSIT

Deposits, plus any accrued interest, shall be returned to Competitive Retailer after deduction of all charges and other debts that the Competitive Retailer owes Company, including any applicable late fees, when:

(1) Competitive Retailer ceases operations within Company's service territory;

(2) Other arrangements are made for satisfaction of deposit requirements; or
(3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

All unclaimed deposits will be held by Company for four years from the date the Competitive Retailer ceases operations in the Company's service territory.

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

A Competitive Retailer shall be considered to be in default under this Tariff if the Competitive Retailer:

(1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;
(2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
(3) Is no longer certified as a Retail Electric Provider.

4.6.2 REMEDIES ON DEFAULT

4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY

Upon Competitive Retailer's default related to failure to remit payment or maintain required security, Company may pursue any or all of the following remedies:

(1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
(2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
(3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
(4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
(5) Require Competitive Retailer to do one of the following:
    (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
    (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option (B). If Company or Competitive Retailer chooses option (B), Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

(1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
(2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;
(3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

Company shall provide metering services and provide monthly Meter Reads used for Company billing, billing by a Competitive Retailer and ERCOT settlement in accordance with Applicable Legal Authorities and all standards and protocols adopted by the Independent Organization.

When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

4.7.2 METER READING

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Read to the Registration Agent within three Business Days of the Scheduled Meter Reading date. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Company shall perform a Meter re-read at no cost to the Competitive Retailer or Retail Customer.

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits access to Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the customer. If the Competitive Retailer is notified that a customer denied access to Company to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter the Retail Customer has the following options:

a) Disconnection of service;
b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer. If the Competitive Retailer does not choose an option, the Company shall choose the option on behalf of the Competitive Retailer and Retail Customer.

Company may continue to estimate a residential Premises or a non-critical load for an additional 60 days in order to implement one of the options.

Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. If after 60 days, Company has failed to implement an option that provides access, due to the Retail Customer's failure to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.
The requirements of this section shall be effective no later than July 1, 2007.

4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

The Company shall not estimate a Meter Reading for a Premises more than three consecutive times when customer has not denied access.
Company's failure to make an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

An estimate performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reads are infeasible or Applicable Legal Authorities dictate an estimation shall not be considered a break in a series of consecutive months of estimates, but shall not be considered a month in a series of consecutive estimates performed by Company.

The requirements of this section shall be effective no later than July 1, 2007.

4.7.3 REPORTING MEASUREMENT DATA

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained,

single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges for the provision of the most recent 12 months of Meter Data or load data to Competitive Retailer; however charges may apply for the provision of data beyond the most recent 12 months.

4.8.1 DATA FROM METER READING

Company shall make available to the Registration Agent within three Business Days of the scheduled Meter Reading date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

(1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
(2) Data integrity is not compromised; and
(3) Access is technically feasible.

Metering data, except as specified in Section 4.8.1.3, OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

All Meter Data values for IDR Meters will contain an associated date/time field as a time stamp. All other Meters will have a date field. All time stamps (both for data points and sets of data) will be reported in CPT. Metering Data values for advanced Meters will contain a date/time field, consistent with protocols implemented through Applicable Legal Authorities.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information, and within three Business Days if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and/or interval data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of usage and/or Demand data for each Premises with a volumetric or Demand Meter and shall also maintain interval data for any Premises for whom Company records interval data. If access is not provided by the Independent Organization, Company shall provide access to this data to IDR customers and advanced meter customers through a web-portal or other means such that the historical data is accessible at any time. If access is not provided by the Independent Organization, Company shall provide access to this data no later than July 1, 2007 to all other non-residential customers through a web-portal or other means such that the historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from interval Meters will be sent as kWh during each interval. The kWh and kW or kVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

Data reported by volumetric (kWh) Meters will include: the start-of-period date, usage for period, Demand readings (if available), end-of-period date, and end-of-period reading. Exceptions, which include initial Meter Reads and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities.

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

4.8.1.3 OUT-OF-CYCLE METER READS

If a Competitive Retailer requests an out-of-cycle Switch, Company shall perform the associated out-of-cycle Meter Read in accordance with the timelines provided in Chapter 6. Out-of-cycle Meter Reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailers on the next Business Day following the out-of-cycle Meter Read date. For the

new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff and Company shall provide the reason for the estimation. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

A Meter Reading for an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Reading was obtained and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

The requirement of this section that Company provide the reason for the estimation to Competitive Retailer on an electronic transaction shall be effective no later than July 1, 2007.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Meter Data may be made. The period of estimated Meter Data will be reported with the old Meter number.

If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Read cycle.

4.8.2 DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

(1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
(2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
(3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.). New requirements regarding the labeling of replacement data established by paragraphs (1) and (2) shall be implemented not later than July 1, 2007.

The following standards apply to such previously transmitted data:

(1) When corrections are made to previously sent data, the original SET shall be first cancelled. A replacement SET of data (labeled as replacement data) is then transmitted within one Business Day of the cancelled data;
(2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be provided in the replacement transaction. When sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be transmitted;
(3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be cancelled and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
(4) Company will make corrected data available to the original recipients in a timely manner no matter when the correction is made;
(5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made; and
(6) All transactions containing corrections must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules.

4.8.4 DATA EXCHANGE PROTOCOLS

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange protocols established by the Commission or Independent Organization.

(1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
(2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

(3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
(4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

(1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
(2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
(3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
(4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
(5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

4.10 SERVICE INQUIRIES

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

(1) Inquiries regarding site specific Delivery Services;
(2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
(3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or

(4) Initiation of Delivery System Service to Retail Customer.

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer shall meet this obligation in one of three ways:

(1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
(2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
(3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

(1) Customer name, and if different, contact name;
(2) Contact phone number;
(3) ESI ID;
(4) Service address (including City and zip code) and directions to location when necessary; and
(5) Description of problem or requested service.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages and/or service requests.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from Retail

Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff) which one of the three options it will select as its primary method for reporting interruptions, irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number 60 days in advance of such change.

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

Chapter 5: Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access and conditions of the provision of Delivery Service by Company to Retail Customers, whether the Retail Customer has entered into a Service Agreement or not. This Tariff also applies to Retail Customers receiving Delivery Service unlawfully or pursuant to unauthorized use.

5.1.2 COMPANY CONTACT INFORMATION

Notices and other communications by Retail Customer to Company shall be addressed to:

Sr. Vice President and Chief Customer Officer
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 7th Floor
Dallas, Texas 75202-1234
1-888-313-6862

5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

This Tariff is not intended to limit the liability of Company or Retail Customer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Retail Customer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of

Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Retail Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 5.2.1, LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.

5.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in Company's sole judgment, for inspection, test, repair, or changes in Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers. If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customers under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of BPL shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

5.3 SERVICE

Company shall provide Delivery Service pursuant to the terms and conditions of this Tariff to any Retail Customer within Company's certificated service territory requiring such service. Except as required for Construction Services or other unique Delivery Service needs, Retail Customer should contact Retail Customer's designated Competitive Retailer for all matters relating to the provision of Delivery Service.

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For the purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize Retail Customer's connection to the Delivery System.

5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

(1) The Retail Customer's electrical installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or

(2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested.

Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Retail Customer may contact Company directly to make arrangements for such service. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 5.3.1.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) ESI ID, if in existence and available;
(4) Service address (including City and zip code), directions to location, and access instructions when appropriate;
(5) Construction Services requested; and
(6) Date requested for Company to perform or provide Construction Service.

Company will contact the person designated in the request within two Business Days to make necessary arrangements for Construction Services pursuant to Section 5.7, FACILITIES EXTENSION POLICY and Section 5.10, METER. If a new ESI ID is required, Company shall establish the new ESI ID for the Point of Delivery and transmit the appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

5.3.4 SWITCHING FEES AND SWITCHOVERS

Company shall not charge Retail Customer for a change in designation of Retail Customer's Competitive Retailer. Company shall charge Retail Customer for a switchover to another distribution utility in accordance with Section 6.1, RATE SCHEDULES, of this Tariff.

5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;

2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary meter has been used for the same Premises for which the permanent meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based on the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets no later than the conclusion of its next general rate case. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any factors affecting Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

5.3.6 CHANGES IN RATE SCHEDULES

Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer, or unless the change in Rate Schedule requires a different billing methodology, any change in a Rate Schedule selection shall be applicable for the entire billing cycle in which the change in Rate Schedule was requested if the request is made at least two Business Days before the Meter Read date for that Retail Customer. If a change in Company's facilities or Meter used to serve Retail Customer occurs, or if the change in Rate Schedule requires a different billing methodology or different Billing Determinants, then the change shall be effective in the next full billing cycle.

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to Retail Customer where a known dangerous condition exists and for as long as it exists, provided that such suspension does not result in another dangerous or life-threatening condition. Where reasonable, given the nature of the hazardous condition, Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each Retail Customer as soon as possible after service has been disconnected.

Company may also suspend service when such suspension is authorized by Applicable Legal Authorities.

Where Company expects that large numbers of Retail Customers will be affected by a suspension for a significant amount of time, Company will notify Retail Customers about the suspension through the use of door hangers, letters, personal canvassing, news media, or other appropriate methods.

If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497. Notice of a suspension of service shall be provided to Retail Customers currently designated as critical care, or chronic condition, or critical load if reasonably possible.

Nothing in this section is intended to take precedence over the timely restoration of service.

5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Company may suspend Delivery Service to Retail Customer upon notice to Retail Customer's Competitive Retailer:

(1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;
(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;
(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;
(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

(5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

5.3.7.3 RESTORATION OF SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice to Retail Customer's Competitive Retailer as soon as practicably possible.

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

(1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:

(A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;

(B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;

(C) During "extreme weather conditions" as defined in the Commission's customer protection rules;

(D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.

(i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:

(I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;

(II) have the subject person's attending physician submit a written statement to Company; and

(III) enter into a deferred payment plan.

(ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or

(E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical care residential customer, unless all of the procedures required by Company pursuant to P.U.C. Subst. R. 25.497 and P.U.C. Subst. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical load industrial customer or a critical load public safety

customer, unless all Company-established processes are followed. If Retail Customer believes it qualifies for designation as a critical care residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. Subst. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. Subst. R. 25.497.

5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES

At the request of Retail Customer, or Retail Customer's designated Competitive Retailer, for Retail Customer related construction, alteration, emergency, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules. Company shall disconnect and reconnect Retail Customer's Premises upon request by a Competitive Retailer authorized to do so.

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with Good Utility Practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

In those locations where an ordinance requires Retail Customer to obtain a certificate of inspection and acceptance or a permit, Retail Customer will obtain all necessary permits and certificates of inspection covering its electrical installation. Company will not interconnect its Delivery System facilities with Retail Customer's Electrical Installation until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company may decline to interconnect its Delivery System facilities with any of Retail Customer's Electrical Installation that is known to be hazardous under applicable Codes or that is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice, or where a known dangerous condition exists and for as long as it exists.

5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION

Retail Customer's Electrical Installation must be arranged so that the location of the Point of Delivery allows Company to provide safe and reliable Delivery Service, taking into consideration the location of existing Company facilities and construction needed to connect Retail Customer's Electric Installation to Company system.

Any change from the Company-approved Point of Delivery may be subject to a Discretionary Service Charge pursuant to Section 6.1, RATE SCHEDULES.

In the event Company is required by Applicable Legal Authorities to relocate any of its facilities, Retail Customer will, at Retail Customer's expense, relocate or change Retail Customer's Electrical Installation as required.

5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES

Only personnel authorized by Company are permitted to make, energize, or de-energize connections between Company facilities and Retail Customer's Electrical Installation.

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER

Retail Customer must grant to or secure for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer necessary for Company to install Delivery System facilities for the sole purpose of delivering Electric Power and Energy to Retail Customer. Retail Customer must provide, without cost to Company, suitable space on Retail Customer's Premises for the installation of Delivery System facilities necessary to deliver Electric Power and Energy to Retail Customer and for installation of Metering Equipment and the Meter pursuant to Section 5.10, METER.

5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES

Consistent with Section 5.2, LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), Retail Customer shall have a duty to exercise reasonable care not to damage Company Delivery System facilities on Retail Customer's Premises and shall not be considered to be a bailee or to have possession of those facilities.

Retail Customer shall not Tamper with Company's facilities or the Meter on Retail Customer's Premises. ***Company shall not be liable to Retail Customer for any injuries that result from such Tampering.*** Loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's Tampering or failure to exercise reasonable care not to damage such facilities shall be subject to the provisions of Section 5.2, LIMITS ON LIABILITY. Charges for such loss or damage shall be consistent with Section 6.1, RATE SCHEDULES.

The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

Company shall repair any street light or security light within 15 calendar days of receipt of a repair request from either the Retail Customer or Competitive Retailer unless otherwise provided in the Rate Schedules that pertain to lighting.

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

In the event of use or attempted use of the Delivery System, without Company's authorization, whether by Tampering with Meter or Metering Equipment or by any other means, Delivery Service may be suspended by Company. Company must comply with all Applicable Legal Authorities and Section 5.3.7, SUSPENSION OF SERVICE. A person found to be using the Delivery System without authorization must pay the charge for restoring Delivery Service as provided in Company's Rate Schedules under which that person would normally receive Delivery Service and may be required to pay all charges, including the following, before Delivery Service will be restored or initiated:

(1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
(2) The cost of replacement or repair of any damaged Meter and associated Company equipment;
(3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
(4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

Company's duly authorized representatives have the right of access to Retail Customer's Premises at all reasonable hours, or at any hour if for the sole purpose of restoring Delivery Service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace Company's wiring apparatus and other facilities; read the Meter; and perform other activities necessary to provide Delivery Service, including tree trimming and tree removal where such trees in the opinion of Company constitute a hazard to Company personnel or facilities, or to the provision of continuous Delivery Service, provided, however, that such representatives comply with all applicable site-specific safety requirements which have been communicated by Retail Customer in writing to Company. Such personnel must exhibit a photo-identification badge to gain access. Failure to provide access may result in suspension of Delivery Service and/or additional charges under the appropriate Commission approved Tariff that shall be billed to Retail Customer's designated Competitive Retailer. Company will notify Retail Customer's designated Competitive Retailer of Retail Customer's failure to provide access. Retail Customer shall not grant access to the facilities of Company and the Meter except to authorized Company representatives.

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

If a Retail Customer takes multi-phase Delivery Service, Retail Customer must take reasonable actions to control the use of Electric Power and Energy so that Retail Customer's Electrical Load at the Point of Delivery is in reasonable balance.

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

Company shall comply with the procedures described in P.U.C. SUBST. R. 25.51, Power Quality.

Where intermittent electrical loads or load control devices are a part of Retail Customer's installation, Company may determine through a methodology approved by the Commission, the billing Demand associated with the Retail Customer's Premises on the basis of a time interval which is shorter than that specified in Company's Rate Schedule under which Retail Customer is receiving Delivery Service.

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

Retail Customers planning the installation of electric equipment such as computers, communication equipment, electronic control devices, motors etc., the performance of which may be adversely affected by voltage fluctuations, distorted 60 hertz wave forms, or single phase events, are responsible for providing and installing the necessary facilities, including protective equipment, to limit these adverse effects.

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

Retail Customer, or Competitive Retailer at the request of Retail Customer, shall notify Company when Retail Customer's Electrical Load or contracted Demand is to be changed substantially so that Company may ensure its facilities are adequate. In the event Retail Customer adds electrical load at Retail Customer's installation that results in the use of Delivery Service in excess of the maximum capacity of the Delivery System facilities serving Retail Customer, Retail Customer is subject to liability pursuant to Section 5.2, LIMITS ON LIABILITY for any damage to Company's facilities resulting from the use of Delivery Service in excess of such maximum.

5.5.5 POWER FACTOR

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:

(1) Calculation of Power Factor Adjusted NCP kW.

The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x 0.95)/Current Month Power Factor

(2) Calculation of Power Factor Adjusted 4-CP kW.

Each of the Retail Customer's monthly coincident peak kW demands used to calculate the Retail Customer's average 4 CP kW demand applicable under the Monthly Rate section shall be calculated using the following formula:

Power Factor Adjusted Monthly CP kW =(Actual Monthly CP kW demand at the time of the ERCOT peak x 0.95)/Monthly Power Factor

Power Factor Adjusted 4-CP kW=average of the Retail Customer's Monthly CP kW as adjusted for power factor if applicable.

(3) Power Factor Adjusted Monthly NCP kW demands will be used in determining the Billing kW under the applicable tariff schedule.

If Company has a different power factor billing adjustment it shall conform to these calculations upon its next general rate case.

Should a Retail Customer's Power Factor deviate from the standard described above to the point that it is causing Delivery System problems for other Retail Customers, and the Retail Customer fails to correct the problem after sufficient notice, Company may install the necessary equipment on the Delivery System to correct the problem to the standard described above, and the Retail Customer shall be required to reimburse Company for the cost.

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

Company will not provide Delivery Service to Retail Customer where any part of Retail 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 direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

5.6.2 PARALLEL OPERATION

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities. Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

(1) Installation of standard facilities;
(2) Installation of facilities in excess of standard facilities normally provided for requested type of service and allowed for in this Tariff;
(3) Installation of non-standard facilities;
(4) Upgrades of facilities due to Customer adding load;
(5) Electric connections to temporary facilities; and
(6) Removal and relocation of facilities.

Company is responsible for the construction of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to the Delivery System. The treatment of extension of Meter facilities is excluded from this section and is addressed in Section 5.10, METER, of this Chapter. Payments in the form of a contribution in aid of construction or an advance for construction may be required from the entity requesting such Construction Service prior to commencement of construction in accordance with Section, 5.7.4, ALLOWANCE FOR FACILITIES, Section 5.7.5, NON-STANDARD FACILITIES, and Section 6.1, RATE SCHEDULES.

5.7.2 CONTRACTUAL ARRANGEMENTS

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine

the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM

Requests for new residential Delivery Service requiring Construction Service, such as line extensions, shall be completed within 90 days of execution of the Facility Extension Agreement, or within a time period agreed to by the entity requesting the Construction Service and Company, and after the entity requesting Construction Service has made satisfactory payment arrangements for Construction Service Charges. For all other extensions requiring construction, requests should be completed within the time estimated by Company. For the purposes of this section, facility placement that requires a permit for a road or railroad crossing will be considered a line extension. Unless mutually agreed to by Company and Retail Customer, within ten Business Days of Company's receipt of a detailed request, Company shall give the entity requesting Construction Service an estimated completion date and an estimated cost for all charges to be assessed.

Unless a delay is beyond the reasonable control of Company, a delay of more than 90 days beyond execution of the Facility Extension Agreement for new residential Delivery Service shall constitute failure to serve, unless the entity requesting the service has agreed to a longer term. The Commission may conduct enforcement action and seek penalties and other remedies for unreasonable delays.

5.7.4 ALLOWANCE FOR FACILITIES

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may be required for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

5.7.5 NON-STANDARD FACILITIES

Non-standard facilities are defined in Chapter 6, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Chapter 6, and the Facility Extension Agreement.

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

5.7.7 TEMPORARY DELIVERY SYSTEM

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Chapter 6.

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Chapter 6. Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

Company may, upon discontinuation of Delivery Service to Retail Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which Company installed to provide Delivery Service to Retail Customer. Company may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such. Company shall be subject to liability pursuant to Section 5.2 LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), for any such abandoned lines or equipment, and may offer Retail Customer the option to terminate applicable easements pursuant to this Tariff. If Company removes outdoor lighting on its own initiative, it shall not charge for removal. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

Company shall bill Retail Customer's selected Competitive Retailer for all charges associated with Delivery Services and Discretionary Charges not associated with Construction Services. In no case shall Delivery Service Charges be billed to a Competitive Retailer for a time period when the Competitive Retailer was not the Retail Electric Provider for the Retail Customer.

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions inaid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer to the POLR or arrange for Retail Customers to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT.

5.10 METER

5.10.1 METERING PRACTICES

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Chapter 6.

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities otherwise, the Meter shall be owned by the Company.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including

necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

Retail Customer and, to the extent authorized by the Retail Customer, its designated Competitive Retailer shall have access to all of Retail Customer's Meter Data, including the data used to calculate charges for Delivery Service, Retail Customer's historical load data and other proprietary customer data from Company pursuant to Applicable Legal Authorities. If authorized by the Commission, Company may assess a charge for compiling such data pursuant to Section 6.1, RATE SCHEDULES.

5.10.2.1 REQUIREMENTS

Retail Customer shall provide the following, at no cost to Company, at a suitable and easily accessible location:

(1) Sufficient and proper space for installation of Meter and Metering Equipment;
(2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;
(3) Meter loop; and
(4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS

When Delivery Service is measured through individual Meters for each living unit in multi-family dwellings or each retail space in a multi-tenant building, the property owner of each individually metered living unit or retail space is responsible for proper connection of Retail Customer's Electrical Installation to the Meter socket for Meter, including correct identification and labeling of Meter socket in order to designate living unit or retail space being metered. Company requires property owner, at property owner's expense, to correct any improper connection or identification and, when responsible, reimburse Company for any costs incurred as a result of the improper connection except as otherwise required by Applicable Legal Authorities.

5.10.4 LOCATION OF METER

Consistent with Good Utility Practice, a Meter and its associated equipment shall be installed in a location that facilitates the provision of safe and reliable Delivery Service and accurate measurement and that provides a clear working space on all sides. The center of the Meter shall be not less than four feet and not more than six feet above the finished grade. All Meter locations should be as near as possible to the Point of Delivery. Meters for residential Retail Customers are to be located outside the building. Meter location for nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

Meters will not be installed as follows:

(1) In any hazardous location;
(2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
(3) Directly over any stairway, ramp or steps;
(4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
(5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
(6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

5.10.5 NON-COMPANY OWNED METERS

Company shall provide all services associated with the Meter unless otherwise authorized by the Commission in accordance with Applicable Legal Authorities, including but not limited to, ownership, installation, removal, maintenance, testing and calibration, and data collection and management for Company billing and submission to Independent Organization.

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) Meter Owner contact name, address and phone number;
(4) Meter Type and manufacturer;
(5) Competitive Retailers contact name and phone number;
(6) ESI ID if in existence and available;
(7) Service address and directions to location when appropriate;
(8) Service requested; and
(9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

Company shall acknowledge receipt of the request to Retail Customer, Competitive Retailer or Retail Customer's designated agent and will contact the entity designated by the Retail Customer to make proper arrangement to provide the requested service in accordance with Applicable Legal Authorities.

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's designated Meter Owner and will be in the form specified in Section 6.3, AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

The installation of a Meter that will cause a change of the settlement profile for the ESI ID may occur at any time of the month, however the settlement profile will not change until the beginning of the next scheduled Meter Reading/billing cycle.

Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for Meter removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter owner. However, if the Company receives a request to energize a Meter not owned by the Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

Upon removal of a Non-Company Owned Meter, Company shall immediately contact the Retail Customer, Meter Owner, and Competitive Retailer and shall ship the Meter Cash on Delivery (COD) to designated Meter Owner or shall safeguard the Meter until the earlier of (a) the date the Meter Owner takes possession of the Meter, or (b) 60 calendar days from the date of removal of the Meter. If the Meter Owner fails to take possession of the Meter within 60 calendar days or upon 30 days of the return of a Meter that has been shipped COD, the Company is no longer responsible for safeguarding the Meter and may dispose of it in any manner the Company deems appropriate.

Charges associated with Non-Company Owned Meters will be invoiced directly to the Retail Customer, Competitive Retailer, or the entity requesting the service, pursuant to Chapter 6, including charges for the installation, removal, and storage of a Non-Company Owned Meter and the installation and removal of a Meter owned by the Company.

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:

(1) Inquiries regarding site specific Delivery Services;
(2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or
(3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

5.11.2 COMPLAINTS

Retail Customer may submit written complaints about Delivery Service to Company and may call Company to lodge complaints orally. Retail Customer shall contact the person listed under Section 5.1.2, COMPANY CONTACT INFORMATION. Company shall inform Retail Customer of its right to file a complaint with the Commission. Company shall provide contact information for the Commission to the Customer.

5.11.3 BILLING INQUIRIES

Retail Customer inquiries concerning billing related issues shall be directed to Retail Customer's designated Competitive Retailer. Inquiries related to billing for Construction Services billed directly to Retail Customer should be referred to Company.

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

Retail Customer should report outages, interruptions, irregularities, or repair requests as directed by its designated Competitive Retailer.

Company shall maintain a toll free number to receive, in either English or Spanish, reports of interruptions, irregularities, or repair requests from a Retail Customer.

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response. The data necessary includes the following:

(1) Retail Customer name, and if different, contact name;
(2) Retail Customer phone number, and if different, contact phone number;
(3) Service address (including city and zip code) and directions to location;
(4) ESI ID, if available; and
(5) Description of problem.

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

The Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and charge Competitive Retailer a fee for the Service Call pursuant to the applicable Service Charges in Chapter 6 of this Tariff.

Chapter 6: Company Specific Items

6.1 Rate Schedules
6.1.1 Delivery System Charges
6.1.1.1 Charges for Transmission and Distribution System Service

6.1.1.1.1 Residential Service

AVAILABILITY

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane hangars, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$0.78	per Retail Customer
Metering Charge	$2.27	per Retail Customer
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.018071	per kWh
II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000169	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	

VII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per kWh
IX. State Colleges and Universities Discount:	See Rider SCUD	

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$1.70	per Retail Customer
Metering Charge	$5.17	per Retail Customer
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.019633	per kWh

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000146	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per kWh
IX. State Colleges and Universities Discount:	See Rider SCUD	

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

Premises with a standard watt-hour meter that use 3,500 kWh or more in a month will have a demand meter installed to determine continued eligibility under this schedule. If the usage at a premise with an advanced meter reaches or exceeds 3,500 kWh in a month, any recorded demand of greater than 10 kW in subsequent months will result in the premise being assigned to the Secondary Greater than 10 kW rate schedule.

UNMETERED SERVICE

Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

Delivery Service to telecommunications devices and governmental non-lighting related loads whose maximum power requirements do not exceed 80 watts will be billed at the Monthly Rate specified above, subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load of 20 watts or less will be set at 10 kWh per device.
2. The monthly energy consumption for devices with a maximum load of 21 to 40 watts will be set at 20 kWh per device.
3. The monthly energy consumption for devices with a maximum load of 41 to 60 watts will be set at 35 kWh per device.
4. The monthly energy consumption for devices with a maximum load of 61 to 80 watts will be set at 50 kWh per device.
5. A maximum of 50 individual devices can be aggregated to a single account (*i.e.*, a single ESI ID), subject to the following conditions:
    a. All aggregated devices must have the same assigned monthly energy consumption (*i.e.*, either 10 kWh, 20 kWh, 35 kWh, or 50 kWh per device);
    b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the meter charge, a per device charge of $1 per month will be added to the applicable charges.

AGREEMENT

Provision of unmetered service will require an agreement that includes certification by the retail customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by retail customer to obtain Company's authorization for changes to unmetered service may result in Company's refusal to continue service.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.3 Secondary Service Greater Than 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service at secondary voltage with demand greater than 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$6.78	per Retail Customer
Metering Charge	$22.18	per Retail Customer
Transmission System Charge		
Non-IDR Metered	$0.00	per NCP kW
IDR Metered	$0.00	per 4CP kW
Distribution System Charge	See Table Below	

NCP kW	Annual Load Factor	per Distribution Billing kW
Less than or equal to 20 kW	All	$4.24
Greater than 20 kW	0% - 10%	$5.91
	11% - 15%	$5.30
	16% - 20%	$5.00
	21% - 25%	$4.85
	26% and above	$4.24

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.044	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	

VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
X. State Colleges and Universities Discount:	See Rider SCUD	

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF ANNUAL LOAD FACTOR

The Annual Load Factor for each premise shall be calculated using the previous year's usage for that premise ending with the December Bill Cycle. The Annual Load Factor shall apply for the following 12 billing months.

The Annual Load Factor calculation is as follows:

$$\frac{\text{kWh Used in 12 Billing Months Ending December}}{\text{Maximum NCP kW for the 12 Billing Months Ending December * Days in Billing Periods * 24}}$$

For premises with less than 12 months usage history, the available billing history shall be used for determining the Annual Load Factor. However, if less than 90 days of billing history is available, the premise shall be assumed to have an Annual Load Factor greater than 25%.

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is greater than 20 kW and their Annual Load Factor is less than or equal to 25%, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month. Billing kW applicable to Riders TC, NDC, RCE charges 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).

For all other loads, 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).

The 80% ratchet and the Annual Load Factor Provisions shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.4 Primary Service Less Than or Equal to 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$3.97	per Retail Customer
Metering Charge	$12.21	per Retail Customer
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.005100	per kWh
II. System Benefit Fund:	$0.000639	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000096	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$15.59	per Retail Customer
Metering Charge	$27.02	per Retail Customer
Transmission System Charge		
Non-IDR Metered	$0.00	per NCP kW
IDR Metered	$0.00	per 4CP kW
Distribution System Charge	$3.37	per Distribution System billing kW
II. System Benefit Fund:	$0.000639	per kWh, See Rider SBF
III. Transition Charge:	See Rider TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.045	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
X. State Colleges and Universities Discount:	See Rider SCUD	

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, 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).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation

AVAILABILITY

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$58.96	per Retail Customer
Metering Charge	$206.97	per Retail Customer
Transmission System Charge	$0.00	per 4CP kW
Distribution System Charge	$0.94	per Distribution System billing kW

II. System Benefit Fund:	$0.000639	Per kWh, See Rider SBF
III. Transition Charge:	See Rider TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.045	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	per NCP kW or 4CP kW, as applicable
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	

Other Charges and Credits

IX. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
X. State Colleges and Universities Discount:	See Rider SCUD	

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, 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).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.7 Transmission Service

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at transmission voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$99.75	per Retail Customer
Metering Charge	$212.19	per Retail Customer
Transmission System Charge	$0.00	per 4CP kW
Distribution System Charge	$0.59	per Distribution System billing kW

II. System Benefit Fund:	$0.000630	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.046	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	

Other Charges or Credits

VIII. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
IX. State Colleges and Universities Discount:	See Rider SCUD	

COMPANY SPECIFIC APPLICATIONS

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

Retail Customers without previous history on which to determine their 4 CP kW will be billed based on estimated 4 CP kW, in accordance with the following procedures:

(a) Retail Customers having IDR data for fewer than 4 CP kW, but at least 2 CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4 CP kW will be set based on mutual agreement between the Retail Customer and the Company.

(b) Retail Customers that do not have at least 2 CP kW will be billed by estimating the Retail Customer's 4 CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

Estimated 4 CP kW = (NCP kW * TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent UCOS proceeding using the following formula:

$$TCCF = \frac{\Sigma \text{ Class CP kW for June, July, August, September}}{\Sigma \text{ Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

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).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.8 Lighting Service

Street Lighting Service

AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities in areas served by Company. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions or the appropriate Secondary Service or Primary Service Rate Schedule.

TYPE OF SERVICE

Single or three phase, 60 hertz, at any of the Company's standard secondary or primary service voltages as required by Competitive Retailer. Where existing distribution facilities are not adjacent to the point of delivery, additional charges and special contract arrangements may be required prior to its being furnished. If service is provided at primary voltage, Company may at its option meter service on the secondary side of the governmental entity's transformers and adjust for transformer losses in accordance with Company's Tariff for Retail Delivery Service.

MONTHLY RATE

I. Unmetered Facilities

Points of Delivery (POD) Charge: $55.12 per governmental entity served by the Competitive Retailer.

Lamp	Watts	Lumens	kWh	Schedule			Rectangular*	Post-Top*
				A	B*	C* and D		
Mercury Vapor *	175	7,900	70	$10.07	$14.32	$1.50	$25.82	$9.24
(See Note 1)	400	21,000	150	$11.01	$19.31	$3.07	N.A.	N.A.
	1,000	63,000	370	$13.96	$23.37	$7.39	N.A.	N.A.
Sodium Vapor	100	9,500	40	$9.79	$14.04	$0.91	$25.60	$8.97
	150	16,000	70	$10.31	$15.64	$1.50	N.A.	N.A.
	200	22,000	80	$10.36	$18.66	$1.69	N.A.	N.A.
	250	27,500	100	$10.58	$18.87	$2.08	$24.76	N.A.
	400	50,000	160	$12.00	$21.41	$3.26	N.A.	N.A.
	1,000*	140,000	375	$13.92	$23.36	$7.48	N.A	N.A.
Metal Halide	150	14,000	65	$11.99	N.A	$1.40	N.A.	N.A.
	175 (see note 2)	14,000	65	$12.00	$18.16	$1.40	N.A.	N.A.
	250	25,000	100	$13.83	$21.63	$2.08	$35.39	N.A.
	400	36,000	160	$14.25	$22.27	$3.26	$35.39	N.A.
	1,000*	110,000	370	$17.16	$25.16	$7.39	$39.60	N.A.
LED/Low Wattage (See Note 3)	100		40	N.A.	N.A.	$0.91	N.A.	N.A.
Other								
Incandescent*	All			$9.79				
Historical*								
Mercury Vapor	175	7,900	70	$10.06				
Sodium Vapor	100	9,500	40	$9.79				
Sodium Vapor	150	16,000	70	$10.31				
Metal Halide	175	14,000	65	$11.98				

Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or to cancel service at no cost. Existing 250 Watt Mercury Vapor lighting will be billed at same rate as 175 Watt.

Note 2: 175 Watt Metal Halide option is closed to new installations. Company will continue to maintain existing 175 watt metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available, Company will replace failed 175 watt metal halide lamps with 150 watt metal halide lamps. Customer will have the option to cancel 175 watt service at no cost.

Note 3: LED and other low wattage installations (100 watts or below) not listed above shall be billed under Schedule D and have a calculated consumption of 40 kWh per lamp per month.

* Closed to new street lighting installations

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per kWh
IX. State Colleges and Universities Discount:	See Rider SCUD	

DEFINITIONS

Pedestrian Walkway Lighting:
Pedestrian walkway lighting is used to illuminate sidewalks along municipally-owned streets and roads and within municipally-owned parks and recreational areas.

Standard Allowance:
An amount equal to the average installed cost of a street light of a type normally used by Company and served either overhead or underground.

Repair and Maintenance:
Repair consists of the repair or replacement of any individual component associated with the pole or fixture that allows the facility to operate safely and effectively. Maintenance includes photocell replacement and cleaning of lens at the time of bulb replacement. Repair and Maintenance do not include painting or straightening of poles unless Company determines that safety or operation is adversely affected.

Replacement:
Replacement includes only the complete replacement of the street light luminaire and pole caused by impacts related to weather, construction, or traffic accidents.

For street lights installed after the effective date of this revision, Schedules A and D are defined as follows:
Schedule A applies to Company installed, owned, operated, and maintained street lights of the types and sizes provided in the chart under Section I. Unmetered Facilities.

Schedule D applies to Retail Customer owned, operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental entity for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights. Company does not provide maintenance to Schedule D lights in accordance with this tariff.

For street lights installed prior to the effective date of this revision, Schedules A, B, C, and D are defined as follows:

Schedule A applies to:
Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

Schedule B applies to:
Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of $5.34 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Schedule C applies to:
Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).

Company owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

Company operates all street lights under Schedule C (must be of a type suitable for use with the lamp sizes provided for herein) and makes all normal lamp replacements which includes lamp and labor at its expense. All other maintenance will be billed to Retail Customer on the basis of actual costs including appropriate overhead expenses.

Schedule D applies to:
Retail Customer operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental subdivision for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights.

CONVERSION OR REPLACEMENT OF EXISTING FACILITIES

Company will convert existing Company-owned facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of an amount equal to the estimated cost of such conversion, including labor and materials, less the salvage value of the existing facilities.

Company will replace existing lighting facilities upon request of and payment by Retail Customer of an amount equal to the estimated removal cost less salvage value of existing facilities. Installation of new facilities requested by Retail Customer will be performed pursuant to the Standard Allowance described above.

Customer Requested Removal of Existing Facilities
Company will remove existing facilities upon request by Retail Customer if Customer pays an amount pursuant to Section 6.1.2.1, Charge No. SD16.

SPECIAL CONDITIONS

For billing purposes the monthly street lighting and overhead sign lighting burning hours are 333 hours per month and all connections and disconnections are assumed to have occurred at the beginning of the current month's billing period.

Retail Customer-owned unmetered lamps other than those of the lamp sizes shown under Schedule D existing prior to the effective date of this tariff are billed under the metered rate and the amount of monthly energy is determined by multiplying the connected load (including ballast) by the number of burning hours.

New Service provided to customer-owned street light other than the types and sizes provided in Schedule D will be provided under the appropriate Secondary Service or Primary Service Rate Schedule.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacement occur, or Company may charge Retail Customer for such maintenance and/or lamp replacements. Company makes all connections and disconnections to its distribution system.

Company-owned, operated, and maintained lighting facilities shall be installed in accordance with National Electrical Safety Code standards.

AGREEMENT

An Agreement for Street Lighting Service with a term of not less than ten years is required.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

MONTHLY RATE

I. Metered Facilities – Non-Company Owned

Applicable for distribution service supplied at one point of delivery and measured through one meter to Retail Customer owned, operated and maintained street and highway lighting, overhead sign lighting, and incidental safety lighting equipment which operates same hours as normal street lighting.

Customer Charge	$2.32	per Retail Customer
Metering Charge	$12.42	per Retail Customer
Distribution System Charge	$0.016407	per kWh
II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	

MONTHLY RATE

I. Metered Facilities - Company-Owned (Closed to new installations)

Customer Charge	$2.32	per Retail Customer
Metering Charge	$12.42	per Retail Customer
Distribution System Charge	$0.116407	per kWh
II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	

MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE

For Company-owned lights, when existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80
1,000	63,000	370	400	50,000	160

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

Upon request of the Retail Customer, Company will convert or replace existing mercury vapor lighting to street lighting options other than those indicated above, as stated in "CONVERSION OR REPLACEMENT OF EXISTING FACILITIES."

Outdoor Lighting Service (CLOSED)

AVAILABILITY

Applicable to Competitive Retailers for unmetered lighting service supplied exclusively to one or more existing outdoor lamps as specified below operating automatically from dusk to dawn.

Not applicable to street lighting.

MONTHLY RATE

I. Unmetered Facilities

Point of Delivery (POD) Charge: $1.30 per premise.

Guard Lights

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor	175	70	7,900	$6.78
(See Note 1)	400	150	21,000	$10.34
Sodium Vapor	100	40	9,500	$6.37
	200	80	22,000	$9.03

Note 1: Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or cancel service at no cost.

Flood Lights

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	175	65	14,000	$8.78
	250	100	25,000	$11.95
	400	160	36,000	$14.40
	1000	370	110,000	$25.25
Sodium Vapor	100	40	9,500	$8.68
	200	80	22,000	$9.03
	250	100	27,000	$11.14
	400	160	50,000	$14.25
	1000	375	140,000	$26.10

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	

VIII. Advanced Metering Cost Recovery Factor: See Rider AMCRF

Other Charges or Credits

IX. Rate Case Expense Surcharge: See Rider RCE per kWh

X. State Colleges and Universities Discount: See Rider SCUD

Extra Spans: Plus $2.85 per span of secondary line installed hereunder in excess of one span per light.

MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE
When existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

MAINTENANCE OF FACILITIES
Company will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacements are, in Company's sole judgment, likely to or actually do occur.

REMOVAL OF EXISTING FACILITIES
Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer in accordance with the Company's Standard Discretionary Service Charge, SD15 – Security Light Removal, for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

NOTICE
This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.2 Schedule TC

6.1.1.2.1 Rider TC1 - Transition Charge

APPLICATION

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

METHOD OF CALCULATION

(a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula*:

Transition Charge Factor (TCF) = [(TC*RAAF)+A] / K, where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand metered customers and a TCF in $/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

(b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factors (TCF)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPIM, GSRTPID, GPRTPI1, GPRTPIM, GPRTPID, HVRI, HVRTPIM, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

(a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
(b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
(c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
(d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

(a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
(b) calculate undercollections or overcollections from the preceding period in each class;
(c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
(d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
(e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
(f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
(g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
(h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand-metered customers and a TCF in $/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

(a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
(b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
(c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

BILLING AND COLLECTION

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

1) Billing and Collection Prior to Customer Choice

A. Billing by the Servicer to end-use customers:

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

2) Billing and Collection Subsequent to Customer Choice

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its

Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
   (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
   (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
   (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and Immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in

Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

4. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

5. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
   (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
   (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
   (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.

6. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.

7. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

NOTICE

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

Transition Charge Factor 1 (TCF1)

	Residential Service	General Service Secondary		General Service Primary		High Voltage Service	Lighting Service	Instantaneous Interruptible	Noticed Interruptible
Effective Date	($ / kWh)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	($ / kW)	($ / kWh)	($ / kW)	($ / kW)
Aug. 27, 2010	0.000630	0.000172	0.188	(0.000201)	0.180	0.141	0.000876	0.106	0.195
Aug. 27, 2009	0.000552	0.001193	0.161	0.001432	0.182	0.069	0.000752	0.087	0.138
April 29, 2009	0.000752	(0.001260)	0.234	(0.002139)	0.190	0.145	0.000874	0.125	0.232
Aug. 26, 2008	0.000558	0.000242	0.171	0.000228	0.176	0.065	0.000771	0.093	0.155
Aug. 24, 2007	0.000653	0.000295	0.167	0.000205	0.150	0.083	0.000761	0.091	0.148
Aug. 29, 2006	0.000620	0.000378	0.177	0.000353	0.208	0.102	0.000767	0.090	0.182
Aug. 30, 2005	0.000598	0.000324	0.181	0.000315	0.164	0.121	0.000870	0.097	0.099
Nov. 30, 2004	0.000691	0.000632	0.185	0.000455	0.219	0.092	0.000794	0.087	0.174
Aug. 30, 2004	0.000658	0.000290	0.195	0.000144	0.248	0.050	0.000865	0.113	0.173
Jan. 28, 2004	0.000712	0.000655	0.186	0.000442	0.201	0.137	0.000785	0.074	0.135
Aug. 28, 2003	0.000599	0.000577	0.158	0.000395	0.161	0.197	0.000724	0.083	0.150

6.1.1.2.2 Rider TC2 - Transition Charge

APPLICATION

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

METHOD OF CALCULATION

(a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula*:

Transition Charge Factor (TCF) = [(TC*RAAF)+A] / K, where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand metered customers and a TCF in $/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

(b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPIM, GSRTPID, GPRTPI1, GPRTPIM, GPRTPID, HVRI, HVRTPIM, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

(a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
(b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
(c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
(d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

(a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
(b) calculate undercollections or overcollections from the preceding period in each class;
(c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
(d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
(e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
(f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
(g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
(h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand-metered customers and a TCF in $/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

(a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
(b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
(c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

BILLING AND COLLECTION

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

1) Billing and Collection Prior to Customer Choice

A. Billing by the Servicer to end-use customers:

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

2) Billing and Collection Subsequent to Customer Choice

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee,

maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.

2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.

3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
   (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
   (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
   (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and Immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

   If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to

and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or

Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
   (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
   (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
   (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.

7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.

8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

NOTICE

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

Transition Charge Factor 2 (TCF2)

	Residential Service	General Service Secondary		General Service Primary		High Voltage Service	Lighting Service	Instantaneous Interruptible	Noticed Interruptible
Effective Date	($ / kWh)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	($ / kW)	($ / kWh)	($ / kW)	($ / kW)
May 28, 2010	0.000920	.001351	0.248	0.000696	0.269	0.121	0.001286	0.140	0.228
Dec. 30, 2009	0.001058	(0.000959)	0.397	0.000463	0.330	0.392	0.001291	0.199	0.429
May 29, 2009	0.000984	0.000741	0.289	(0.000294)	0.281	0.170	0.001258	0.157	0.263
May 28, 2008	0.000948	0.000179	0.266	0.000390	0.280	0.077	0.001219	0.142	0.234
May 25, 2007	0.000969	0.000684	0.264	0.000309	0.237	0.143	0.001230	0.148	0.233
May 30, 2006	0.000993	0.000374	0.272	0.000594	0.336	0.168	0.001197	0.139	0.294
May 31, 2005	0.000958	0.000826	0.366	0.000378	0.289	0.146	0.001360	0.163	0.161
Nov. 30, 2004	0.001164	0.000577	0.163	0.000799	0.355	0.149	0.001343	0.146	0.316
June 30, 2004	0.000966	0.000970	0.282	0.000654	0.296	0.205	0.001277	0.113	0.195

6.1.1.3 CTC

6.1.1.3.1 Rider CTC - Competition Transition Charge

NOT APPLICABLE

6.1.1.4 Charges for SBF

6.1.1.4.1 Rider SBF - System Benefit Fund

AVAILABILITY

Pursuant to Utility Code, Section 39.903, the system benefit fund (SBF) is a nonbypassable fee set by the Public Utility Commission (PUC).

NET MONTHLY BILL AMOUNT

A Retail Customer's SBF fee for the billing month shall be determined by multiplying the appropriate SBF charge factor shown below by the current month's billing kWh as determined in the Retail Customer's applicable Rate Schedule.

Rate Schedule	System Benefit Fund Charge Factor (SBFCF)
Residential Service	$ 0.000654 per kWh
Secondary Service Less than or Equal to 10 kW	$ 0.000654 per kWh
Secondary Service Greater than 10 kW	$ 0.000654 per kWh
Primary Service Less than or Equal to 10 kW	$ 0.000639 per kWh
Primary Service Greater than 10 kW – Distribution Line	$ 0.000639 per kWh
Primary Service Greater than 10 kW – Substation	$ 0.000639 per kWh
Transmission Service	$ 0.000630 per kWh
Lighting Service	$ 0.000654 per kWh

The amount to be billed is determined by multiplying the Retail Customer's kWh consumption by the appropriate system benefit fund charge factor and is rounded to the nearest cent.

6.1.1.5 Charges for Nuclear Decommissioning

6.1.1.5.1 Rider NDC - Nuclear Decommissioning Charges

AVAILABILITY

Applicable, pursuant to Subchapter G, of Chapter 39 of the Utilities Code, to all existing or future Retail Customers, including the facilities, premises, and loads of those Retail Customers, within the Company's geographical certificated service area.

NET MONTHLY BILL AMOUNT

The Nuclear Decommissioning Charge Factor for each of the Company's stranded cost recovery classes is as follows:

Stranded Cost Recovery Class	Nuclear Decommissioning Charge Factor (NDCF)
Residential Service	$ 0.000169 per kWh
Secondary Service Less than or Equal to 10 kW	$ 0.000146 per kWh
Secondary Service Greater than 10 kW	$ 0.044 per Distribution System billing kW
Primary Service Less than or Equal to 10 kW	$ 0.000096 per kWh
Primary Service Greater than 10 kW – Distribution Line	$ 0.045 per Distribution System billing kW
Primary Service Greater than 10 kW – Substation	$ 0.045 per Distribution System billing kW
Transmission Service	$ 0.046 per Distribution System billing kW
Lighting Service	$ 0.000147 per kWh

The amount to be billed is determined by multiplying the Retail Customer's billing determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate Nuclear Decommissioning Charge Factor and is rounded to the nearest cent.

6.1.1.6 Other Charges

6.1.1.6.1 Rider Transmission Cost Recovery Factor (TCRF)

APPLICABILITY

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable transmission service charge adjustment pursuant to this rider. The charges derived herein, pursuant to Substantive Rule § 25.193, are necessitated by a change in a transmission service provider's wholesale transmission rate subsequent to Commission approval of the Company's base rate charge for transmission service.

MONTHLY RATE

The Competitive Retailer, on behalf of the Retail Customer, will be assessed this transmission service charge adjustment based on the monthly per unit cost (TCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, 4 CP kW or NCP kW).

The TCRF shall be calculated for each rate according to the following formula:

$$\text{TCRF} = \frac{\{[\sum_{i=1}^{N}(NWTR_i * NL_i) - \sum_{i=1}^{N}(BWTR_i * NL_i)] * 1/2 * ALLOC\} + ADJ}{\text{BD}}$$

rounded to nearest $.000001

Where:

TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per 4 CP kW or dollars per NCP kW to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.

$NWTR_i$ = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the Company's last rate case.

$BWTR_i$ = The base wholesale transmission rate of the TSP represented in the $NWTR_i$ used to develop the retail transmission charges of the Company, in the Company's last rate case.

NL_i = The Company's individual 4CP load component of the total ERCOT 4CP load used to develop the $NWTR_i$.

ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the Company's last rate case, unless otherwise ordered by the Commission.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	46.85388101%
Secondary Service Less Than or Equal to 10 kW	1.08761120%
Secondary Service Greater Than 10 kW	39.31916342%
Primary Service Less Than or Equal to 10 kW	0.01447562%
Primary Service Greater Than 10 kW Distribution Line	6.35164042%
Primary Service Greater Than 10 kW Substation	1.25180889%
Transmission Service	5.12141944%
Lighting Service	0.00000000%

$$ADJ = \sum_{p=1}^{6}\{EXP_p - (REV_p - ADJP1_p - ADJP2_p)\}$$

Where:

ADJ = Adjustment to Rate Class TCRF to include prior periods' over/(under) recovery.

EXP_p = Transmission expense not included in base rates for period p.

REV_p = TCRF revenue for period p.

$(REV_p - ADJP1_p - ADJP2_p)$ = TCRF Revenue for period p excluding prior period adjustments included in period p.

$ADJP1_p$ = one-sixth of ADJ calculated in the previous TCRF update for the periods 5 and 6.

$ADJP2_p$ = one-sixth of ADJ calculated in the second previous TCRF update for the periods 1- 4.

BD = Each class's billing determinant (kWh, 4 CP kW, or NCP kW) for the previous March 1 through August 31 period for the March 1 TCRF update, and for the previous September 1 through February 28 period for the September 1 TCRF update.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Transmission Cost Recovery Factor (TCRF)

	Residential Service	Secondary Service			Primary Service				Transmission Service
		≤ 10 kW	>10 kW		≤ 10 kW	>10 kW Distribution Line		Substation	
Effective Date	($/kWh)	($/kWh)	NonIDR ($/NCP kW)	IDR ($/4CP kW)	($/kWh)	NonIDR ($/NCP kW)	IDR ($/4CP kW)	($/4CP kW)	IDR ($/4CP kW)
July 1, 2011	0.006872	0.004678	1.846436	2.059691	0.003346	2.124988	2.193299	2.402998	2.249449
March 1, 2011	0.000950	0.000731	0.283570	0.385626	0.000629	0.302083	0.396410	0.283060	0.422800
Sept. 1, 2010	0.000685	0.000455	0.170603	0.233457	0.000344	0.191823	0.229377	0.252862	0.247124
March 1, 2010	0.000516	0.000343	0.128406	0.175714	0.000259	0.144377	0.172643	0.190319	0.186001
Dec. 30, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.105518	0.117411	0.120862	0.120722
Sept. 17, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.112336	0.117110	0.117110	0.120722
Sept. 1, 2009	0.002356	0.002462	0.472547	0.840573	0.001623	0.479068	0.720912	0.720912	0.691746
March 1, 2009	0.002189	0.002287	0.439061	0.781008	0.001508	0.445120	0.669826	0.669826	0.642727
Sept. 1, 2008	0.002063	0.002127	0.403055	0.702664	0.001420	0.430280	0.619825	0.619825	0.573063
March 1, 2008	0.001732	0.001786	0.338338	0.589841	0.001192	0.361193	0.520303	0.520303	0.481049
Sept. 1, 2007	0.001533	0.001635	0.310246	0.456301	0.001134	0.438720	0.414901	0.414901	0.440732
March 1, 2007	0.001215	0.001295	0.245789	0.361500	0.000898	0.347571	0.328701	0.328701	0.349165
Sept. 1, 2006	0.001051	0.001033	0.271030	0.256934	0.000667	0.881852	0.242577	0.242577	0.379605
March 1, 2006	0.000764	0.000751	0.196945	0.186702	0.000485	0.640802	0.176270	0.176270	0.275841
Sept. 1, 2005	0.000808	0.000782	0.195061	0.218221	0.000431	0.614912	0.202486	0.202486	0.278379
March 1, 2005	0.000899	0.000882	0.218670	0.232808	0.000486	0.683723	0.218281	0.218281	0.284134
Sept. 1, 2004	0.000866	0.000843	0.219118	0.264549	0.001117	0.707964	0.225077	0.225077	0.326989
March 1, 2004	0.000501	0.000488	0.126731	0.153007	0.000646	0.409464	0.130178	0.130178	0.189120
Sept. 1, 2003	0.000398	0.000320	0.105622	0.120717	0.000184	0.105499	0.104723	0.104723	0.133828
March 1, 2003	0.000223	0.000214	0.059254	0.068434	0.000154	0.059010	0.060388	0.060388	0.078650
Sept. 1, 2002	0.000056	0.000045	0.014703	0.018325	0.000026	0.011607	0.017807	0.017807	0.013191
Jan. 1, 2002	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

6.1.1.6.2 Rider CMC - Competitive Metering Credit

AVAILABILITY

Applicable, pursuant to PURA § 39.107 (b) and (i) and PUCT Substantive Rule § 25.311, to any non-residential Retail Customer required by the Independent Organization to have an Interval Data Recorder Meter or a non-residential Retail Customer that is a party of an energy savings performance contract and Company has installed a Non-Company Owned Billing Meter.

NET MONTHLY BILL AMOUNT

The Competitive Metering Credit for each of the Company's eligible retail rate schedules is as follows:

Rate Schedule	Meter Credit
Secondary Service Less than or Equal to 10 kW	$1.01 per month
Secondary Service Greater than 10 kW	$1.82 per Month
Primary Service Less than or Equal to 10 kW	$1.86 per Month
Primary Service Greater than 10 kW – Distribution Line	$2.55 per Month
Primary Service Greater than 10 kW - Substation	$3.75 per Month
Transmission Service	$3.75 per Month
Lighting Service (Metered Facilities)	$1.48 per Month

The Retail Electric Provider of record for the applicable Retail Customer will receive one credit per month for the Retail Customer's utilization of a Non-Company Owned Billing Meter.

Rider CMC is not applicable to Retail Customers being provided service under the Residential Service Rate Schedule or the Unmetered Facilities Monthly Rate contained in the Lighting Service Rate Schedules.

AGREEMENT

An Agreement for Meter Ownership and/or Access for Non-Company Owned Meters is required.

NOTICE

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

6.1.1.6.3 Rider EECRF - Energy Efficiency Cost Recovery Factor

APPLICATION

Applicable, pursuant to PURA § 39.905(b)(4) and Substantive Rule § 25.181(f), to all customers in customer classes that receive services under the Company's energy efficiency programs.

METHOD OF CALCULATION

An Energy Efficiency Cost Recovery Factor (EECRF) shall be calculated annually in accordance with the following formula:

$EECRF_c = [(Exp_p - Rev_p) + (Exp_a - Rev_a) + Incent)] \div CUST_P$, where:

$EECRF_c$ = Energy Efficiency Cost Recovery Factor for the class.

Exp_p = Projected expense for next year by class.

Rev_p = Projected revenue in base rates for the next year by class.

Exp_a = Actual expense from the previous year by class.

Rev_a = Actual revenue in base rates and EECRF from the previous year by class.

Incent = An allowance approved by the PUC for recovery by the Company in recognition of Company performance in exceeding its demand reduction goals.

$CUST_p$ = Cumulative number of bills by class forecast for all months of the next year.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Energy Efficiency Cost Recovery Factor (EECRF)

	Residential Service	Secondary Service		Primary Service			Transmission Service	Lighting Service
Effective Date	($ / Retail Customer)	≤ 10 kW ($ / Retail Customer)	> 10 kW ($ / Retail Customer)	≤ 10 kW ($ / Retail Customer)	> 10 kW – Distribution Line ($ / Retail Customer)	> 10 kW – Substation ($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)
Dec. 30, 2010	0.91	0.01	8.14	4.79	75.91	185.59	(71.62)	0.00
Dec. 30, 2009	0.89	0.11	9.66	0.06	59.87	720.49	273.71	0.00
Sept. 17, 2009	0.92	0.22	8.68	0.00	76.27	76.27	443.77	0.00
Dec. 29, 2008	0.22	(0.79)	2.48	(2.17)	26.17	26.17	(227.52)	(0.17)

6.1.1.6.4 Rider AMCRF - Advanced Metering Cost Recovery Factor

AVAILABILITY

Applicable, pursuant to PURA § 39.107(h) and PUCT Substantive Rule § 25.130, to Retail Customers receiving metered service for which the Company will install an Advanced Metering System ("AMS") at any time during the AMS cost recovery period approved by the Public Utility Commission of Texas.

Rider AMCRF is not applicable to Retail Customers whose: (1) load is required to be metered by an interval data recorder meter by the Independent System Operator (ERCOT), (2) load was metered by an interval data recorder meter prior to the effective date of PUCT Substantive Rule § 25.130 (May 30, 2007), or (3) load is unmetered.

NET MONTHLY BILL AMOUNT

The AMCRF for each of the Company's applicable retail rate schedules is as follows:

Rate Schedule	AMCRF
Residential Service	$2.19 per Month
Secondary Service Less than or Equal to 10 kW	$2.39 per Month
Secondary Service Greater than 10 kW	$3.98 per Month
Primary Service Less than or Equal to 10 kW	$3.95 per Month
Primary Service Greater than 10 kW	$5.15 per Month
Lighting Service (Metered Facilities)	$3.25 per Month

HOME AREA NETWORK FUNCTIONALITY

As of January 31, 2010, Oncor's advanced metering system supports provisioning and de-provisioning up to five in-home devices, transmitting pricing signals, direct load control or thermostat adjustment signals, and text messages using ZigBee Smart Energy Profile 1.0. Messages can be sent to an individual meter (point-to-point) or to all meters across the entire system (broadcast).

NOTICE

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

6.1.1.6.5 Rider RCE – Rate Case Expense Surcharge

AVAILABILITY

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service for recovery of rate case expenses approved in Docket No. 36530.

Rider RCE shall remain in effect for three years from the effective date of this tariff.

NET MONTHLY BILL AMOUNT

The RCE amount for each of the Company's applicable retail rate schedules is as follows:

Rate Schedule	RCE
Residential Service	$0.000036 per kWh
Secondary Service Less than or Equal to 10 kW	$0.000049 per kWh
Secondary Service Greater than 10 kW	$0.007944 per kW
Primary Service Less than or Equal to 10 kW	$0.000027 per kWh
Primary Service Greater than 10 kW – Distribution Line	$0.006785 per kW
Primary Service Greater than 10 kW - Substation	$0.003775 per kW
Transmission Service	$0.001874 per kW
Lighting Service	$0.000139 per kWh

NOTICE

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

6.1.1.6.6 - Rider SCUD - State Colleges & Universities Discount

AVAILABILITY

This rider is available to any facility of a four-year state university, upper-level institution, Texas State Technical College, or college as provided for in Sec. 36.351 of the Utilities Code, and is applicable to Delivery System Service taken pursuant to a Rate Schedule which specifically references this Rider (the "Effectuating Rate Schedule").

MONTHLY RATE

The total of the Transmission and Distribution Charges (including Municipal Franchise Fee), System Benefit Fund Charge, and Nuclear Decommissioning Charge that would otherwise be applicable under the Effectuating Rate Schedule, shall be reduced by 20%.

NOTICE

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

6.1.2 Discretionary Charges

6.1.2.1 Standard Discretionary Service Charges

i. Charges Billed by Company to Competitive Retailer
The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Charge No.	Name and Description	Amount
	Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.	
Connection Charges (Move-in)		
SD1	**Standard Move-In** Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.	
	i. Self-Contained Meter (existing)	$ 3.20
	ii. Self-Contained Meter (new)	$ 11.35
	iii. CT/Other Meter (existing)	$ 57.65
	iv. CT/Other Meter (new)	$ 75.95
SD2	**Priority Move-In** Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.	
	i. Self-Contained Meter (existing)	$ 10.35
	ii. CT/Other Meter (existing)	$103.90
Disconnection Charges		
SD3	**Move-Out** Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.	Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.

SD4	**Customer Requested Clearance** Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges include the cost for de-energizing and re-energizing facilities.	
	i. With three Business Days notice (residential)	As Calculated
	ii. With three Business Days notice (non-residential)	As Calculated
	iii. With less than three Business Days notice	As Calculated
Disconnect / Reconnect for Non-Pay Charges		
SD5	**Disconnect for Non-Pay (DNP)** Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company.	
	For premises without a provisioned advanced meter and for premises with a provisioned advanced meter without remote disconnect/connect capabilities, if the DNP is requested by the Competitive Retailer, the request shall be completed within three Business Days of the requested date, provided Company receives the request at least two Business Days before the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day.	
	For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which that Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, if the DNP is requested by the Competitive Retailer, the request shall be completed within 2 hours of receipt of request on the requested date provided Company receives the request no later than 2:00 PM CPT on the requested date and provided that the requested date is a Business Day. Requests received after 2:00 PM CPT on the requested date, or on a day that is not a Business Day, will be completed no later than 8:00 AM CPT on the next Business Day. If Company cannot successfully communicate with the provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, the request shall be completed within three Business Days of the requested date.	
	For all premises, Company shall not disconnect a premise before the requested date and shall not disconnect a premise on the Business Day immediately preceding a holiday.	
	If the DNP is performed by Company due to Retail Customer's non-payment of a charge billed directly by Company to the Retail Customer, or because the Retail Customer has not fulfilled its obligations under a contract entered into between Company and the Retail Customer, these charges shall not be billed to the Competitive Retailer.	
	<u>At Meter</u>	
	i. Standard Disconnect	$ 2.70
	ii. Same Day Disconnect	n/a
	<u>At Premium Location (i.e. pole, weatherhead, secondary box)</u>	
	i. Standard Disconnect	$ 35.55
	ii. Same Day Disconnect	n/a

SD6	**Reconnect After DNP** Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply. **Standard Reconnect:** For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter for which that Company cannot successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of request. For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request. For all premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day maybe considered received on the next Business Day. **Same Day Reconnect:** Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.	
	<u>At Meter</u>	
	i. Standard Reconnect	$ 3.10
	ii. Same Day Reconnect	$ 5.30
	iii. Weekend	$ 25.00
	iv. Holiday	$ 32.45
	<u>At Premium Location (i.e. pole, weatherhead, secondary box)</u>	
	i. Standard Reconnect	$ 40.40 **
	ii. Same Day Reconnect	$ 65.60 **
	iii. Weekend	$116.10 **
	iv. Holiday	$143.15**
	NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.	
Meter Test Charge		
SD7	Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.	
	<u>Self-contained Meter – Company owned</u>	
	i. First test within the previous four years	No Charge
	ii. Found outside of the accuracy standards	No Charge
	iii. Single Phase	$ 33.70
	iv. Three Phase	$ 77.80
	<u>CT/Other Meter – Company owned</u>	
	i. First test within the previous four years	No Charge
	ii. Found outside of the accuracy standards	No Charge
	iii. Single Phase	$ 87.75
	iv. Three Phase	$117.00
	<u>Competitive Meter</u>	$117.00

Out-of-Cycle Meter Read Charges		
SD8	**Re-Reads** Applicable to requests to re-read Retail Customer's Meter to verify the accuracy of Company's Meter Reading. The re-read shall be completed within five Business Days of Company's receipt of the request.	
	i. Meter Reading found to be in error	$ 0.00
	ii. Meter Reading found to be accurate	$ 1.90
SD9	**Out-of-cycle Meter Read for the Purpose of a Self-Selected Switch** Applicable to requests to read Retail Customer's Meter on a date other than Company's regularly scheduled monthly Meter Reading date for the purpose of a switch of a Retail Customer's account to a new Competitive Retailer on a date certain. Company shall perform the Meter Read on the Competitive Retailer's requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out-of-cycle Meter Read will be scheduled for the first Business Day following the requested date. The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.	$ 1.90
	Meter Read for the Purpose of a Standard Switch Applicable to requests to read Retail Customer's Meter for the purpose of switching Retail Customer's account to a new Competitive Retailer when the customer has not requested switching on a date certain. Company shall use on-cycle meter readings obtained during the three business days prior to the first available switch date (FASD) received from the Registration Agent or the four business days beginning with the FASD for customers whose meters were scheduled for on-cycle readings during that time, and shall perform a Meter Reading or Estimated Meter Reading within four business days beginning with the FASD for customers whose meters were not scheduled to be read during that time. The Meter Reading shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.	$ 0.00
	Out-of-Cycle Meter Estimation for the Purpose of a Switch due to denial of Access by Retail Customer	$ 1.90
	Out-of-Cycle Estimate for the Purpose of a Mass Transition Charges for estimation shall be charged to the exiting Competitive Retailer.	$ 0.00
Non-Standard Meter Installation Charges		
SD10	**Off-site Meter Reading (OMR) Equipment Installation** Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via radio to a hand held Meter Reading device carried by the meter reader. This allows for the provision of a Meter Reading without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.	
	During Normal Business Hours	$113.55
SD11	**Automated Meter Reading (AMR) Equipment Installation** Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via telephone to a central location. This allows for the provision of Meter Reading information on cycle or special reading date without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.	
	Single-Phase Self Contained During Normal Business Hours	$244.75
	Three-Phase Self Contained During Normal Business Hours	$305.80
	Single-Phase Instrumented Rated During Normal Business Hours	$259.35
	Three-Phase Instrumented Rated During Normal Business Hours	$335.05

SD12	**Interval Data Recorder (IDR) Equipment Installation** Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request. During Normal Business Hours	As Calculated
Service Call Charge		
SD13	Applicable when Company employee is dispatched to the Retail Customer's Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company's equipment or system. i. During Business Days, 8:00 AM -5:00 PM CPT ii. Business Days non-Business Hours iii. Weekend iv. Holiday	 $ 10.35 $ 25.50 $145.70 $182.60
Outdoor Lighting Charges		
SD14	**Security Lighting Repair** Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to repair existing Company-owned security lights on Retail Customer's Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.	As Calculated*
SD15	**Security Light Removal** Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove Company-owned security lights on the Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. This charge shall not apply to removals initiated by the Company. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.	As Calculated*
SD16	**Street Light Removal** Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.	As Calculated*

Tampering Charges		
SD17	**Tampering** Applicable to unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises. Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
SD18	**Broken Meter Seal** Applicable to breakage of the Meter seal.	$ 19.20
Denial of Access		
SD19	**Inaccessible Meter Charge** Applicable when Company personnel is unable to gain access to the meter of a non-residential critical load premises as a result of continued denial of Access as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$ 91.85

* These charges are applicable to services that will have widely varying costs depending upon the circumstances and requirements of the work to be done.

** These charges are applicable to services provided at locations that are unique and that present special challenges. These challenges vary and as a result, the costs of providing the service may vary widely depending on the required expertise and equipment needed to perform the work.

6.1.2.2 Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	**Delivery System Facilities Relocation/Removal Study Charge** Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	**Delivery System Facilities Relocation/Removal Charge** Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	**Competitive Meter Removal/Installation Service Fee** Applicable to request for Company to remove a Company-owned meter and replace it with a 3rd party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3rd party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	 $ 98.00 $168.20 $197.45
DD4	**Competitive Meter Physical Access Equipment Installation Service Fee** Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required *(performed during initial meter installation)* B. Additional Service Call Required *(performed after initial meter installation)*	 $ 29.25 $ 52.65
DD5	**Emergency Restoration Service Charge** Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	**Delivery System Facilities Installation Charge** Applicable to requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	**Additional Service Design Charge** Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	**Temporary Facilities Charge** Applicable to requests made in conjunction with short-term construction projects. A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	 $ 63.55 $209.80 $901.00 As Calculated

6.1.2.2.1 General: Delivery System Facilities

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to provide service as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.2.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

6.1.2.2.1.1 Standard Delivery System Facilities

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

6.1.2.2.1.2 Non-standard Facilities

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.7, NON-STANDARD FACILITY EXTENSIONS. If a municipality requests or requires Company to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow for the payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

6.1.2.2.1.3 Retail Customer's Electrical Installation

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

6.1.2.2.1.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of way or easements.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

6.1.2.2.2 Overhead Delivery Service

6.1.2.2.2.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes.

6.1.2.2.2.2 Service Entrance Conductor

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

6.1.2.2.2.3 Connections at Point of Delivery

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

6.1.2.2.3 Underground Delivery Service

Underground service is provided to Retail Customer under the following conditions:

a) Location and routing of Company's Delivery System is determined by Company.

b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.

c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.

d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.

e) Competitive Retailer or Retail Customer pays any amount due under this Rate Schedule, as applicable.

6.1.2.2.3.1 Delivery Service from Company's Existing Underground Delivery System

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

6.1.2.2.3.2 Service Lateral – Secondary Voltage

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

6.1.2.2.3.3 Transformer and Equipment

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the

pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Retail Customer to allow replacement of transformers and other devices.

6.1.2.2.3.4 Vault

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company.
Under any other conditions, Retail Customer takes service outside the building.

6.1.2.2.4 Meter

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer's service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer's expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

6.1.2.2.5 Standard Facility Extensions for Small Loads

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company's facilities is not economically justified or Retail Customer requests facilities in excess of those required to provide service as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

6.1.2.2.5.1 Overhead Extensions for Small Loads

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

6.1.2.2.5.2 Underground Extensions for Small Loads

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company's existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

6.1.2.2.6 Standard Facility Extension: All Other Extensions

6.1.2.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions

Customer will pay a CIAC amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC shall also include an amount to recover franchise fees where applicable.

Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW

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

Direct Cost - The current average cost of each component of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the costs of facilities necessary to meet future load growth anticipated to develop within two (2) years, or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

Standard Allowance - Standard Allowance Factor x Maximum kW Demand

Standard Allowance Factor - The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	$155 /kW
Primary Service Greater Than 10 kW – Distribution Line	$ 79 /kW
Primary Service Greater Than 10 kW - Substation	$ 2 /kW
Transmission Service*	$ 2 /kW

*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

Maximum kW Demand - Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer.

6.1.2.2.6.2 Extensions to Multi-Family Dwellings

Standard allowable expenditure when serving Multi-Family Dwellings is the average estimated system cost to serve Multi-Family Dwellings, on a per unit basis.

6.1.2.2.6.3 Retail Customer Requested Facility Upgrades

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

6.1.2.2.6.4 Unused Standard Allowance

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

6.1.2.2.7 Non-Standard Facility Delivery System Extensions

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

6.1.2.2.8 Temporary Delivery System Facilities

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation as set forth in Section 6.1.2 of this Tariff.

6.1.2.2.9 Removal and Relocation of Company's Facilities

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure and is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.2.2.5 or 6.1.2.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

6.1.2.3 Discretionary Charges Other Than Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	**Holiday Move-In Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required.	
	A. Self Contained Meter	$ 36.35
	B. Other Connections	$178.70
DD10	**Out-of-Cycle Meter Reading Charge** Applicable to requests to read Retail Customer's Meter outside Normal Business Hours.	
	A. Outside Regular Hours - Non-Holiday	$ 3.15
	B. Outside Regular Hours – Holiday	$ 26.90
DD11	**PCB Inquiry and Testing Charge** Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment,	
	A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location	$170.30
	B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site	$ 28.45
	C. Lab Testing Charge, if required	As Calculated
DD12	**Priority Move-In (New Premise) Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours.	
	A. Self Contained Meter	$147.85
	B. Other Connections	As Calculated
DD13	**Unmetered Facilities Connection/Disconnection** Applicable to request to energize/de-energize service to unmetered points of delivery.	
	A. Connection charge for the first device on a specific circuit	$ 40.40
	B. Connection charge for each additional device on that specific circuit	$ 6.20
	C. Disconnection charge for the first device on a specific circuit	$ 35.55
	D. Disconnection charge for each additional device on that specific circuit	$ 6.20

DD14	**Off-Site Meter Reading (OMR) Equipment Installation – Outside Normal Business Hours Charge** Applicable to requests for Company's standard OMR equipment designed to transmit information via radio frequency to a hand-held meter reading device carried by a meter reader. This allows for the provision of a meter reading without visual contact with the meter. The Company maintains ownership of this equipment. This service is limited to self-contained single phase meters. A. Outside Regular Hours – Non-Holiday B. Outside Regular Hours – Holiday	 $174.40 $206.50
DD15	**Denial of Access Disconnection/Reconnection Charge** Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities. A. Disconnection B. Reconnection	 $ 35.55 $ 40.40
DD16	**Meter Investigation Charge** Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.	$ 17.00
DD17	**Meter Non-Standard Programming Service Fee** Applicable to requests to install non-standard meter programs on Meter. A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	 $ 24.25 $ 58.50
DD18	**Meter Communication Service Fee** Applicable to testing of 3rd party communication equipment necessary to obtain interval data from Meter. This charge is assessed to Retail Customers that have interval data recorder meters that are not required by ERCOT.	$114.70
DD19	**Electrical Pulse Equipment Installation/Replacement Charge** Applicable to requests for the installation/replacement of electrical pulse device equipment. A. Installation Charge B. Replacement Charges 1. Isolation relay 2. Pulse initiator 3. Isolation relay & pulse initiator 4. Enclosure box	 $542.60 $276.40 $113.45 $331.35 $153.75
DD20	**Electrical Pulse Equipment Maintenance Charge** Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19.	$ 10.00
DD21	**Customer Premise Information Research Service Charge** Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	**Power Factor Correction Equipment Installation Charge** Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.	As Calculated
DD23	**Non-Standard Service Equipment Inspection/Testing Charge** Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.	$ 82.50
DD24	**Inadvertent Gain Charge** Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.	$ 21.90

DD25	**Retail Delivery Service Switchover Charge** Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request. Self Contained A. Base Charge B. Base Charge Adder Instrument Rated C. Base Charge D. Base Charge Adder E. Facilities Recovery Charge	 $538.55 $156.85 $797.55 $343.40 As Calculated
DD26	**Miscellaneous Discretionary Service Charge** Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.	As Calculated
DD27	**Street Light Painting Service Charge** Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	**Street Light and Other Pole Straightening Service Charge** Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.	As Calculated
DD29	**Street Light Patrolling Service Charge** Applicable to requests from a governmental entity for Company to provide additional street light patrolling within a specific geographic area.	As Calculated
DD30	**Street Light Numbering Service Charge** Applicable to requests from a governmental entity for Company to number Company-owned lighting facilities.	As Calculated
DD31	**Street Light Circuit Bulb and Photocell Replacement Service Charge** Applicable to requests from a governmental entity for bulb and photocell replacement of an entire street light circuit on a predetermined schedule.	As Calculated
DD32	**Advanced Metering Pre-pay Customer Connect/Disconnect Charge** is made for disconnection or reconnection of a pre-pay Retail Customer's distribution service at a premise where a provisioned AMS meter with remote disconnect/reconnect capability is installed and when the Competitive Retailer uses Oncor's prescribed process for disconnection/reconnection for a pre-paid customer with a provisioned AMS meter.	$ 0.00
DD33	**Advanced Metering Time of Use Programming Charge** is made for requests to program a provisioned AMS meter to collect metered data in the manner necessary to bill under time of use profiles existing on August 8, 2008.	$ 0.00
DD34	**Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.	As Calculated
DD35	**Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features	As Calculated

6.1.2.4 Distributed Generation

DD36	**Distributed Generation Pre-Interconnection Study Fee** Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.	
	NON-EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 196.55
	3. Pre-certified, on network	$ 181.50 *
	4. Not pre-certified on network	$ 302.50
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 166.40 **
	2. Not pre-certified, not on network	$ 287.40
	3. Pre-certified, on network	$ 862.15 *
	4. Not pre-certified on network	$1,573.00
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 468.90
	2. Not pre-certified, not on network	$ 589.90
	3. Pre-certified, on network	$2,329.25
	4. Not pre-certified on network	$2,329.25
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 786.50
	2. Not pre-certified, not on network	$ 907.50
	3. Pre-certified, on network	$2,737,65
	4. Not pre-certified on network	$3,327,50
	EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 196.65
	3. Pre-certified, on network	$ 181.50 *
	4. Not pre-certified on network	$ 302.50
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 166.40 **
	2. Not pre-certified, not on network	$ 287.40
	3. Pre-certified, on network	$1,179.75 *
	4. Not pre-certified on network	$1,724.25
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 468.90
	2. Not pre-certified, not on network	$ 589.90
	3. Pre-certified, on network	$3,009.90
	4. Not pre-certified on network	$3,130.90
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 786.50
	2. Not pre-certified, not on network	$ 907.50
	3. Pre-certified, on network	$3,327.50
	4. Not pre-certified on network	$3,448.50
	* No cost for Inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.	
DD37	**Distributed Renewable Generation Metering** Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network . Equipment shall be installed within 30 days of receipt of request.	As Calculated

6.2 Company - Specific Terms and Conditions
6.2.1 Definitions

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

4CP. The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

CONNECTED LOAD. The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Retail Customer's Premises.

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 payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The payment shall also include an amount to recover franchise fees where applicable.

DEMAND INTERVAL. The specified interval of time on which a demand measurement is based. The Company demand interval is normally 15 minutes.

DWELLING UNIT. An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

ENERGY. The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

INDIVIDUAL PRIVATE DWELLING. A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self propelled recreational vehicles that have no foundation other than wheels, jacks, or skirtings.

MULTI-FAMILY DWELLING. A building or buildings containing three or more dwelling units all of which are rented primarily for nontransient use, with rent paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered.

METER SOCKET. A receptacle of weatherproof construction used for mounting a socket-type meter.

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

NETWORK SERVICE. A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling three or more primary and or secondary network circuits, providing an additional level of reliability due to the double contingency nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. Company determines where Network Service will be provided, and Network Service is only available in limited areas.

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

RACEWAY. Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

SERVICE DROP. Overhead conductors that extend from Company's overhead Delivery System to the Point of Delivery where connection is made to Retail Customer's electrical installation.

SERVICE ENTRANCE CONDUCTORS. Conductors provided by Retail Customer extending from Retail Customer's electrical equipment to the point of delivery where connection is made.

SERVICE ENTRANCE ENCLOSURE. A connection enclosure used for the purpose of connecting the Service Lateral to Retail Customer's electrical installation.

SERVICE LATERAL. Conductors, usually underground but sometimes in raceway above ground, that extend from Company's Delivery System to the Point of Delivery or from Retail Customer's electrical installation to the Point of Delivery.

SUITABLE SPACE. The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain Company facilities.

TEMPORARY DELIVERY SERVICE. Delivery Service provided to Retail Customer for a single, continuous period of time which is less than twelve consecutive months except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary Delivery Service.

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.

WATT-HOUR. A unit of work or energy equivalent to the power of one watt operating for an hour.

6.2.2 Standard Voltages

Company provides Delivery Service at Company's standard voltages in accordance with Company's Facilities Extension Policy, and not all standard voltages are available at every location. If Retail Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided by Company at the expense of the requesting party.

Single Phase	*Three Phase*
120	
	120/208
120/240	120/240 (overhead only)
240	240
240/480	240/480 (overhead only)
	277/480
480	480
2400	2400
	2400/4160
	4160
7200	
	7200/12470
7620	
	7620/13200
12470 (overhead only)	12470
	12470/21600
	13200
14400	
19920 (overhead only)	
	14400/24940
	19920/34500
	34500
	69000
	138000
	345000

Retail Customer should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment.

Secondary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of autotransformers) from a transmission voltage.

Primary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of autotransformers) from a transmission voltage.

Transmission voltage is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

6.2.3 Additional Delivery Service Information

6.2.3.1 Method of Providing Delivery Service

6.2.3.1.1 Multi-Family Dwellings

Company provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling . Where Delivery Service is provided using individual metering for each Dwelling Unit, Retail Customer shall provide and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.2 Non-Residential Multi-Tenant Buildings

Company provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Retail Customer shall provide a means, acceptable to Company, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.3 Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, Company provides Delivery Service to each Multi-Family Dwelling pursuant to Section 6.2.3.1.1 and provides Delivery Service to non-residential tenants pursuant to Section 6.2.3.1.2.

6.2.3.1.4 Mobile Homes

Company provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Retail Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to Company.

6.2.3.1.5 Delivery Service Provided Through Facilities Owned by Others

Company has the option to provide Delivery Service to a new Retail Customer through Delivery System facilities owned by an existing Retail Customer, with the consent of the existing Retail Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Retail Customer.

Under this method of service, the new Retail Customer, the existing Retail Customer and Company shall complete a Subtract Meter Agreement setting forth the responsibilities of each party.

6.2.3.2 Measurement Adjustment

If Company meters service on the low side of Retail Customer's transformers for service taken at primary or transmission voltage, the following adjustments are made to kWh/kW and power factor measurements in accordance with Section 4.7.1, MEASUREMENTS, unless indicated otherwise in the applicable rate schedule.

Notwithstanding the previous paragraph, for a Retail Customer receiving service at transmission voltage and metered by Company on the low side of the Retail Customer's transformer, Company will apply a separate transformer-specific adjustment factor for kW/kWh and power factor provided by Retail Customer, verified by a qualified third-party and approved by Company.

Primary Distribution Voltage			Transmission Voltage
Billing Based on kW		Billing based on kWh	
Under 50 kW	50 kW and Over		
2.0% added to measured kW and kWh	1.0% added to measured kW and kWh	2.0% added to measured kWh	0.5% added to measured kW and kWh

If Company, for reasons of economics or safety, chooses to meter on the high side of the Company-owned transformer, the adjustment factors above shall be used to decrease the kWh and kW. For all customers metered on the high side of the Company-owned transformer, Company will increase the Customer's metered power factor by 3%.

In addition, Company may, at its option, install a meter capable of performing transformer loss compensation in lieu of the provisions above.

For all customers metered on the low side of the Retail Customer's transformer, Company will subtract 3% from the Customer's metered power factor.

6.2.3.3 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.

6.2.4 Additional Discretionary Service Information

6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer or Retail Customer, as applicable, shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. The following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

DISCRETIONARY SERVICE CHARGE		APPLICABLE SERVICE AGREEMENT
SD4	Customer Requested Clearance	Discretionary Service Agreement
DD1	Delivery System Facilities Relocation/Removal Study	Discretionary Service Agreement
DD2	Delivery System Facilities Relocation/Removal	Discretionary Service Agreement
DD3	Competitive Meter Removal/Installation Service	Agreement for Meter Ownership and/or Access
DD4	Competitive Meter Physical Access Equipment Installation Service	Discretionary Service Agreement
DD6	Delivery System Facilities Installation	Facility Extension Agreement
DD7	Additional Service Design	Discretionary Service Agreement
DD8	Temporary Facilities	Facility Extension Agreement or Discretionary Service Agreement
DD11	PCB Inquiry and Testing	Discretionary Service Agreement
DD17	Meter Non-Standard Programming Service	Discretionary Service Agreement
DD18	Meter Communication Service	Discretionary Service Agreement
DD19	Electrical Pulse Equipment Installation/Replacement	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20	Electrical Pulse Equipment Maintenance	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27	Street Light Painting Service	Discretionary Service Agreement
DD28	Street Light and Other Pole Straightening Service	Discretionary Service Agreement
DD29	Street Light Patrolling Service	Discretionary Service Agreement
DD30	Street Light Numbering Service	Discretionary Service Agreement
DD31	Street Light Circuit Bulb and Photocell Replacement Service	Discretionary Service Agreement

6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

6.3 Agreements and Forms
6.3.1 Facilities Extension Agreement

Project Number _____

WR Number _____

Region/District _____

This Agreement is made between _____, hereinafter called "Customer" and _____, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location _____.

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

☐ **STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of _____ kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as_____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

☐ **STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT**

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or
(Number of lots/units)

_____ Electric and gas residential lot(s)/apartment units.
(Number of lots/units)

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

☐ **NON-STANDARD DELIVERY SYSTEM FACILITIES**

Company shall extend/install the following non-standard facilities:

_____
_____
_____
_____

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company _____ Dollars ($ _____) as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

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

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

a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.

b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - OTHER SPECIAL CONDITIONS

_____
_____
_____
_____
_____

ACCEPTED BY COMPANY:	ACCEPTED BY CUSTOMER:
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

6.3.2 Transmission/Substation Facility Extension Agreement

This Agreement is made between _____, hereinafter called "Customer" and _____, hereinafter called "Company" for the extension of Company Delivery System transmission/substation facilities, as hereinafter described. As used herein, the term "extension" shall mean the construction of new facilities or modification of existing facilities.

Customer has requested that Company construct the following Company-owned Delivery System facilities: _____ _____ _____ ("Company Facilities") to serve the following Customer-owned facilities located at _____ ("Customer Facilities"): _____ _____ _____

ARTICLE I - PAYMENT BY CUSTOMER

1. As payment for Customer's portion of the cost of the extension of the Company Facilities in accordance with this Agreement, Customer will pay to Company the amount(s) shown below, such payment(s) to be and remain the property of the Company.

   _____ _____ _____ _____

2. If the Customer Facilities have not achieved the level of operation specified below by the date specified below, then Customer shall pay to Company those costs as described below to compensate Company for costs it has incurred associated with the Company Facilities. The following will also address any security required associated with such payment obligation.

   _____ _____ _____ _____

3. Upon termination pursuant to the provisions of Article III, Paragraph 2 below, Customer shall pay to Company all of: (a) the costs that Company has incurred prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the Company Facilities; (b) the costs that Company has committed to incur prior to the date of termination that it is unable to avoid using commercially reasonable steps; and (c) such costs incurred by Company after the date of termination to return the Delivery System to a condition consistent with Company's construction standards and Company's Tariff for Retail Delivery Service. Any cost obligations incurred by Customer under this paragraph will be reduced by any payments made by Customer under Paragraph 1 above. The provisions of this paragraph shall survive termination of this Agreement.

4. In calculating the costs Company has incurred (or committed to be incurred), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.

ARTICLE II - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Company Facilities extended under this Agreement.

ARTICLE III - TERM AND TERMINATION

1. This Agreement becomes effective on the date of execution by both parties and may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

2. Customer may terminate this Agreement at any time prior to completion of the Company Facilities by providing Company with seven (7) days advanced written notice.

ARTICLE IV - GENERAL CONDITIONS

1. Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

2. This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

3. The services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery

4. Tariff"). Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

5. 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. Changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

6. 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.

7. Customer may not assign the Agreement without Company's prior written consent.

8. 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.

ARTICLE V - OTHER SPECIAL CONDITIONS

_____
_____
_____
_____
_____

ACCEPTED BY COMPANY:	ACCEPTED BY CUSTOMER:
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

6.3.3 Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System

Return Completed Application to:

Oncor Electric Delivery Company LLC
Attention: Distributed Resource Specialist
1616 Woodall Rodgers Fwy
Dallas, TX 75202-1234

Customer's Name: _____

Mailing Address: _____

Contact Person: _____

Telephone Number and email address: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Company for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____Yes _____No

If Yes, maximum amount expected: _____

Pre-Certification Label or Type Number _____

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples:, provide power to meet base load, demand management, standby, back-up, other (please describe))_____

One-line diagram attached: _____Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility? _____ Yes
[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

Layout sketch showing lockable, "visible" disconnect device: _____Yes

Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes Oncor to release Customer's proprietary information to the following persons:

	Name	Phone Number	E-Mail Address
Owner / Customer			
Project Manager			
Electrical Contractor			
Consultant			

If Customer does not sign this Application, then Customer must authorize Oncor to release Customer's proprietary information to consultant or contractor. For residential Customers, that authorization may be provided in an e-mail communication or in hard copy. For commercial Customers, that authorization must be made on the Customer's business letterhead.

_____
[CUSTOMER NAME]

BY: _____

TITLE: _____

DATE: _____

6.3.4 Agreement for Interconnection and Parallel Operation of Distributed Generation

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by _____("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. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten MW or less to be interconnected at 60 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's PUC-approved tariffs and terms and conditions for distribution service, which is incorporated herein by reference.

b. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.

c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

d. Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

e. Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.

f. For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.

5. **Right of Access, Equipment Installation, Removal & Inspection–** Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. **Disconnection of Unit –** Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights--** This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. **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, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **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.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits 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 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 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.

11. **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, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the PUCT.

13. **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.

14. **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.

15. **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.

16. **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.

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

[Company Name]	_____ [CUSTOMER NAME]
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.	Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:

2. Facility location:

3. Delivery voltage:

4. Metering (voltage, location, losses adjustment due to metering location, and other):

5. Normal Operation of Interconnection:

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. Control area interchange point (check one): _____ Yes /_____ No

11. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

[Company Name]	_____ [CUSTOMER NAME]
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this __ day of _____, 20__, by _____("Company"), a Delaware limited liability company and distribution utility, and _____ ("Customer"), a _____ [specify whether individual or corporation, and if corporation 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 Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] _____

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

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

4. **Term and Termination** -- This Agreement becomes effective _____ and continues 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 Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [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 any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

_____
_____
_____
_____

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** -- _____.

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

[COMPANY NAME]	[CUSTOMER NAME]
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

6.3.6 Easement and Right of Way (Form 50.2000)

EASEMENT AND RIGHT OF WAY
TRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That, _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon all that certain tract(s) of land located in _____ County, Texas, more particularly described in Exhibit(s) –(and-), attached hereto and made part hereof.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable to erect thereon, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto, and the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Grantee reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this _____ day of _____, A.D. 200__.

By: _____

Name: _____

Title: _____

6.3.7 Easement and Right of Way (Form 50.2100)

AERIAL EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", and has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an aerial easement and right-of-way for overhead electric power and communications lines, each consisting of a variable number of wires and cables over and across all that certain tract(s) of land located in _____ County, Texas, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines or the metes and bounds description as above described is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said overhead lines when constructed.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such overhead electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future, the right to trim and cut down trees and shrubbery on the easement and right-of-way and Grantor's land adjacent thereto, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said overhead lines or to remove possible hazard thereto, and the right to remove or prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

It is understood, however, that Grantee shall have no right to erect any structures upon the above described easement but may overhang such easement with structures located on property adjacent to Grantor's property.

Grantor reserves the right to use the easement and right-of-way, provided such use shall not include the growing of trees thereon or any other use that may, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted to it.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this aerial easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described aerial easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D.20____.

By: _____

Name: _____

Title: _____

6.3.8 Easement and Right of Way (Form 50.3200)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas, 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 200_.

By: _____

Name: _____

Title: _____

6.3.9 Easement and Right of Way (Form 50.3400)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

6.3.10 Easement and Right of Way (Form 50.3500)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities consisting of a variable number of guy wires, guy anchors, and all necessary or desirable appurtenances over, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said guying facilities when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, reconstruct, maintain, operate or remove said guying facilities; the right to prevent excavation within the easement; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities and the right to trim or cut down trees or shrubbery within said easement area. Grantor shall not make changes in grade, elevation or contour of the land without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

6.3.11 Easement and Right of Way (Form 50.3700)

SUBSTATION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Company," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company, its successors and assigns, an easement and right of way for an electric power substation consisting of structures made of steel and or wood, concrete foundations, wires, cables, transformers, switches, circuit breakers, relay and battery all weather enclosures, security fencing and other necessary and/or desirable appurtenances over, upon and under that certain tract of land located in _____ County, Texas, more particularly described as follows and sometimes referred to herein as the "easement area":

(Legal Description)

Together with the right of ingress and egress over, across, throughout and along the easement area for the purpose of and with the right to construct, operate, maintain, repair, reconstruct, modify and to remove such electric power substation from such easement prior to or upon termination of such easement.

Further, Company shall have the right to remove or thereafter prevent the growth of trees, limbs, branches or surface brush or vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and its appurtenances; and Company shall have the right to prevent the construction or maintenance of any structures, houses or permanent installations of any kind within the easement area and shall have the right to fence and enclose the easement area and to have exclusive possession of the surface thereof.

It is understood that by this grant of easement and right of way Company is granted exclusive right to use the property described above for the above purpose noted, and Grantor, by these presents and for the consideration stated, relinquishes any right to grant to others any easements, licenses, leases or other rights hereafter with respect to the easement area, without first obtaining the express written consent of Company.

Company shall have the rights of ingress and egress across Grantor's adjacent lands to and from the easement area for the purposes noted herein with regard to the substation. Company shall have the right to construct and maintain an all weather road along and upon the route shown on "Exhibit A" (or "B", depending upon whether a separate legal description is attached as Exhibit "A" for the substation site itself), attached hereto and made a part hereof for all purposes for such ingress and egress, which shall constitute an easement for access to and from the easement area.

In addition to the consideration above recited for the substation easement and access road easement hereby granted, Company will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled, actual damages to fences and growing crops and improvements located on Grantor's adjacent lands caused by reason of the construction, operation, maintenance, repair, reconstruction or removal of said electric power substation and access road; provided, however, Company shall not be required to pay for trimming or removal of vegetation and removal of any improvements located within the easement area, or any trees, limbs, branches or surface brush and vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and access thereto.

TO HAVE AND TO HOLD the above described easement and right of way unto the said Company, its successors and assigns, until all of said facilities shall be removed or upon Company's written notification that the easement is terminated, and in that event said easement shall cease and all rights herein granted shall cease and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement unto Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D. 20____.

By: _____

Name: _____

Title: _____

6.3.12 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act
for utility easements serving the subject property only.)

****

STATE OF TEXAS
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to_____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit:_____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from_____ to the Veterans Land Board and recorded in Vol._____, Page_____, of the Deed Records of_____County, Texas, to which reference is made for a full and complete description. Said right-of-way being_____ feet wide, being_____feet over and on each side of the center line thereof, said centerline to be agreed upon by the grantee herein. In no event shall this easement be used as an increment to proved service to property outside the boundaries of the above referenced tract. **GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES BY AND DISTANCES.**

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of $_____; such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The Grantee agrees to occupy the land to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was in before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none, indicated so. If necessary, reference and attach exhibit.)

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

_____ _____
(Veteran-Purchaser) (Spouse)

APPROVED THIS_____DAY OF_____, _____.

_____

PAUL E MOORE

EXECUTIVE SECRETARY APPROVED AS TO CONTENTS:

VETERANS LAND BOARD OF THE STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleded to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____ _____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleded to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____ _____
Notary Public in and for the State of Texas

6.3.13 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act)

* * * * * * * * * * * * *

STATE OF TEXAS
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board, hereby grants to _____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: _____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from_____ to the Veterans Land Board and recorded in Vol._____, Page _____, of the Deed Records of _____ County, Texas, to which reference is made for a full and complete description. Said right-of-way being _____ feet wide, being _____ feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of $_____. Such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) The terms and conditions hereof shall be binding upon the parties, their assigns, respectively. In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

_____ _____
(Veteran-Purchaser) (Spouse)

APPROVED THIS_____DAY OF_____, _____.

_____

PAUL E MOORE
EXECUTIVE SECRETARY
VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED AS TO CONTENTS:

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____, personally appeared _____ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____, personally appeared _____ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____

_____
Notary Public in and for the State of Texas

6.3.14 Agreement and Terms and Conditions for Pulse Metering Equipment Installation

_____ ("Company") and _____ [an Electric Power and Energy end-user; the written authorized representative of _____, an Electric Power and Energy end-user; or a retail electric provider for _____, an Electric Power and Energy end-user] ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box, as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.

2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.

3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.

4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.

5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days Company shall provide notice to Customer of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.

6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.

7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.

8. Company reserves shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's Tariff for Retail Delivery Service.

9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.

10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:

    (a) Customer name;
    (b) Letter of authorization if Customer is other than an Electric Power and Energy end-user;
    (c) Customer's authorized representative contact name, if applicable;
    (d) Customer's authorized representative contact phone number, if applicable;
    (e) ESI ID (if available);
    (f) Service address (including City and zip code);
    (g) Pulse data requested e.g. watt-hour, time, var-hour;
    (h) Billing/Invoice Information, including:
    Responsible Party;
    Billing Address; and
    (i) If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent, that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

FOR CUSTOMER:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.

13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.

14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.

15. 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.

Company (insert name) _____

(legal signature) _____

(date) _____

Customer (insert name) _____

(legal signature) _____

(date) _____

6.3.15 Agreement for Meter Ownership and/or Access for Non-Company Owned Meters

ESI ID: _____
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

_____("Company") and _____("Retail Customer") hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters ("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail Customer's Agent will become effective as to this Agreement upon Company's receipt of written notice of such termination from the Retail Customer. A change in Retail Customer's Agent will become effective as to this Agreement only upon the Company's receipt of a new LOA designating a new Retail Customer's Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer's Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized _____ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.

2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are _____ (i.e.,meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff.

3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company's Tariff.

4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.

5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.

6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities ("Billing and Settlement Meter

Reading Capability") is _____ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning _____. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for _____ consecutive minutes beginning at _____ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for ____ consecutive minutes each day beginning at ____ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.

3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

C. CONTACT INFORMATION

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Receipt of Non-Company Owned Meter:

Contact: _____

Address: _____

_____

FOR RETAIL CUSTOMER:

Company Name: _____

Contact Person: _____

Premise Address: _____

_____

Billing Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Retail Customer's Competitive Retailer, contact name and phone number:

_____

FOR METER OWNER:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Return of Non-Company Owned Meter:

Contact Person: _____

Address: _____

_____

FOR RETAIL CUSTOMER'S AGENT:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

D. OTHER TERMS AND CONDITIONS

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.

2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.

3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").

4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.

6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.

7. 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.

Company (insert name) _____

(legal signature) _____

(date) _____

Retail Customer (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of_____, by:

Meter Owner (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of _____, by:

Retail Customer's Agent (insert name) _____

(legal signature) _____

(date) _____

6.3.16 COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):* _____

Premise Address *(include city, state, zip):** _____
_____

Retail Customer: _____

Retail Customer's Billing Address: _____
(include city, state, zip)
_____

Retail Customer's Email: _____

Retail Customer's Telephone Number: _____

Retail Customer's Fax Number: _____

Retail Electric Provider or (REP): _____

Transmission and Distribution Utility (TDU): _____

Retail Customer's Agent: _____

Retail Customer's Agent's Address: _____
(include city, state, zip)
_____

Retail Customer's Agent's Email: _____

Retail Customer's Agent's Telephone Number: _____

Retail Customer's Agent's Fax Number: _____

* **If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.**

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

(1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;

(2) Submit to and obtain from the TDU information requests, service requests, and data access; and,

(3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

_____ _____
Retail Customer Date

6.3.17 Agreement for Street Lighting Service

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

_____, Texas

A MUNICIPAL CORPORATION

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

_____

AGREEMENT FOR STREET LIGHTING SERVICE
BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND
[INSERT NAME OF CITY]

The City of _____, Texas, a Municipal Corporation ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated:

a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;

b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.

c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.

2. Term and Termination. Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the _____ day of _____, 20 ___ , and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.

(a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(c) If Customer purchases Facilities owned by Company.

3. Contribution-In-Aid-Of-Construction. Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. **Service Subject to Company's Tariff.** This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. **Material Change.** In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. **Type of Service and Applicable Rate Schedule.** The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. **Installation/Construction.** All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. **Relocation of Facilities.** Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. **Billing and Payment.** Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. **No Delegation of Authority.** Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

11. Obstructions. Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: http://oncorstreetlight.com
Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

_____

_____

_____

Company:
CUSTOMER OPERATIONS / STREETLIGHT ADMINISTRATION

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

This Agreement is effective this _____ day of _____ , 20 __.

[[INSERT CUSTOMER NAME]]

BY: _____

_____
(TITLE)

_____
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY: _____

_____
(TITLE)

_____
(DATE)

EXHIBIT "A"

WR Number:_____

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND _____

DATED _____

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this _____ day of _____, 20___, by ONCOR Electric Delivery Company LLC and _____, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

   Request for Street Lighting Service dated _____, attached hereto as Exhibit B.

2. This Supplement shall become effective upon execution by the Parties.

3. This Supplement is subject to the terms and conditions of the Agreement.

4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.

5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Title: _____

Date: _____

_____
[[INSERT CUSTOMER NAME]]

By: _____

Title: _____

Date: _____

For CIAC purposes only pursuant to Section (4) above.

[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A***-Addition ***R***-Removal ***RL***-Relocation ***S***-Service *(Schedule D – Only)*

ESID / Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location: FLN & Physical Address (See Attached Sketch)
Comments:								

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of $_____.

2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number(s): _____ **Date:** _____

6.4 Rate Administration

6.4.1 Cities in Which Rider UFCRF and the Agreement for Underground Facilities and Cost Recovery have been Approved

CITY	EFFECTIVE DATE	CITY	EFFECTIVE DATE
Irving	11/01/2007		
Sulphur Springs	02/05/2008		
Sulphur Springs	09/28/2009		

APPENDIX A

AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)

Company and Competitive Retailer hereby agree that their relationship regarding the Delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

_____

PUC Certificate Number: _____

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-313-6862

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-313-6862

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

IV. 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.

V. SIGNATURES

Company (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____

Exhibit "B"

(to be attached)

TARIFF
FOR
RETAIL DELIVERY SERVICE

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 Woodall Rodgers Fwy
Dallas, Texas 75202-1234

TABLE OF CONTENTS

CHAPTER 1: DEFINITIONS 9

CHAPTER 2: DESCRIPTIONS OF COMPANY'S CERTIFIED SERVICE AREA 15

CHAPTER 3: GENERAL SERVICE RULES & REGULATIONS 18

3.1. APPLICABILITY 18

3.2 GENERAL 18

3.3 DESCRIPTION OF SERVICE 18

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE 18

3.5 AVAILABILITY OF TARIFF 19

3.6 CHANGES TO TARIFF 19

3.7 NON-DISCRIMINATION 19

3.8 FORM OF NOTICE 19

3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE 20

3.10 INVOICING TO STATE AGENCIES 20

3.11 GOVERNING LAWS AND REGULATIONS 20

3.12 GOOD-FAITH OBLIGATION 20

3.13 QUALITY OF DELIVERY SERVICE 20

3.14 COOPERATION IN EMERGENCIES 20

3.15 SUCCESSORS AND ASSIGNS 21

3.16 EXERCISE OF RIGHT TO CONSENT 21

3.17 WAIVERS 21

3.18 NON-BUSINESS DAY DESIGNATIONS 21

3.19 PUBLIC SERVICE NOTICE 21

3.20 HEADINGS 21

CHAPTER 4: SERVICE RULES AND REGULATIONS RELATING TO ACCESS TO DELIVERY SYSTEM OF COMPANY BY COMPETITIVE RETAILERS 22

4.1 GENERAL SERVICE RULES AND REGULATIONS 22
4.1.1 APPLICABILITY OF CHAPTER 22
4.1.2 REQUIRED NOTICE 22

4.2 LIMITS ON LIABILITY 22
4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS 22
4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER 22
4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES 23
4.2.4 FORCE MAJEURE 23
4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS 23
4.2.6 LIMITATION OF WARRANTIES BY COMPANY 23

4.3 SERVICE 24
4.3.1 ELIGIBILITY 24
4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION) 24
4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED 24
4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED 25
4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES 25
4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER 25
4.3.5 SWITCHING FEE 26
4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES 26
4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY 27
4.3.8 SUSPENSION OF DELIVERY SERVICE 27
4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE 27
4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION 28
4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS 28
4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY 28
4.3.9.3 OTHER COMPANY RESPONSIBILITIES 28
4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS 28
4.3.11 RESTORATION OF DELIVERY SERVICE 29
4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER 29
4.3.12.1 MOVE OUT REQUEST 29
4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION 30
4.3.13 CUSTOMER REQUESTED CLEARANCE 30

4.4 BILLING AND REMITTANCE 31
4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES 31
4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES 31
4.4.3 INVOICE CORRECTIONS 31
4.4.4 BILLING CYCLE 32

4.4.5 REMITTANCE OF INVOICED CHARGES 32
4.4.6 DELINQUENT PAYMENTS 33
4.4.7 PARTIAL PAYMENTS 33
4.4.8 INVOICE DISPUTES 33
4.4.9 SUCCESSOR COMPETITIVE RETAILER 34

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS 34
4.5.1 SECURITY RELATED TO TRANSITION CHARGES 34
4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES 34
4.5.2.1 DEPOSIT REQUIREMENTS 34
4.5.2.2 SIZE OF DEPOSIT 35
4.5.2.3 FORM OF DEPOSIT 35
4.5.2.4 INTEREST 35
4.5.2.5 HISTORICAL DEPOSIT INFORMATION 35
4.5.2.6 REFUND OF DEPOSIT 35

4.6 DEFAULT AND REMEDIES ON DEFAULT 36
4.6.1 COMPETITIVE RETAILER DEFAULT 36
4.6.2 REMEDIES ON DEFAULT 36
4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY 36
4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF 37
4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION 37
4.6.3 CURE OF DEFAULT 37

4.7 MEASUREMENT AND METERING OF SERVICE 37
4.7.1 MEASUREMENT 37
4.7.2 METER READING 38
4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER 38
4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER 39
4.7.3 REPORTING MEASUREMENT DATA 39
4.7.4 METER TESTING 39
4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING AND THEFT 40

4.8 DATA EXCHANGE 40
4.8.1 DATA FROM METER READING 40
4.8.1.1 DATA RELATED TO INTERVAL METERS 41
4.8.1.2 DATA REPORTED BY VOLUMETRIC (KWH) METERS 41
4.8.1.3 OUT-OF-CYCLE METER READS 41
4.8.1.4 ESTIMATED USAGE 42
4.8.1.5 METER/BILLING DETERMINANT CHANGES 42
4.8.2 DATA FOR UNMETERED LOADS 43
4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA 43
4.8.4 DATA EXCHANGE PROTOCOLS 43

4.9 DISPUTE RESOLUTION PROCEDURES 44
4.9.1 COMPLAINT PROCEDURES 44
4.9.2 COMPLAINT WITH REGULATORY AUTHORITY 44

4.10 SERVICE INQUIRIES 44

4.11 OUTAGE AND SERVICE REQUEST REPORTING 45
4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS 45
4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS 46

CHAPTER 5: SERVICE RULES AND REGULATIONS RELATING TO THE PROVISION OF DELIVERY SERVICE TO RETAIL CUSTOMERS 47

5.1 GENERAL 47
5.1.1 APPLICABILITY OF CHAPTER 47
5.1.2 COMPANY CONTACT INFORMATION 47

5.2 LIMITS ON LIABILITY 47
5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS 47
5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER 47
5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES 48
5.2.4 FORCE MAJEURE 48
5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS 48
5.2.6 LIMITATION OF WARRANTIES BY COMPANY 49

5.3 SERVICE 49
5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION) 49
5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED 49
5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED 50
5.3.2 REQUESTS FOR CONSTRUCTION SERVICES 50
5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER 50
5.3.4 SWITCHING FEES AND SWITCHOVERS 50
5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES 50
5.3.6 CHANGES IN RATE SCHEDULES 51
5.3.7 SUSPENSION OF SERVICE 52
5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE 52
5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS 52
5.3.7.3 RESTORATION OF SERVICE 53
5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION 53
5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES 54

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES 54
5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS 54
5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION 54
5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION 55
5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES 55

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER.....55
5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.....55
5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM.....56
5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES.....56

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD.....57
5.5.1 LOAD BALANCE.....57
5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS..57
5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS.....57
5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD.....57
5.5.5 POWER FACTOR.....58
5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT.....58

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE.....59
5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)..59
5.6.2 PARALLEL OPERATION.....59

5.7 FACILITIES EXTENSION POLICY.....59
5.7.1 GENERAL.....59
5.7.2 CONTRACTUAL ARRANGEMENTS.....59
5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM.....60
5.7.4 ALLOWANCE FOR FACILITIES.....60
5.7.5 NON-STANDARD FACILITIES.....60
5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES.....61
5.7.7 TEMPORARY DELIVERY SYSTEM.....61
5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS.....61
5.7.9 DISMANTLING OF COMPANY'S FACILITIES.....61

5.8 BILLING AND REMITTANCE.....61
5.8.1 BILLING OF DELIVERY CHARGES.....61
5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY.....62

5.9 DEFAULT AND REMEDIES ON DEFAULT.....62
5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER.....62

5.10 METER.....62
5.10.1 METERING PRACTICES.....62
5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS.....62
5.10.2.1 REQUIREMENTS.....63
5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS.....63
5.10.4 LOCATION OF METER.....63
5.10.5 NON-COMPANY OWNED METERS.....64

5.11 RETAIL CUSTOMER INQUIRIES.....65
5.11.1 SERVICE INQUIRIES.....65
5.11.2 COMPLAINTS.....65
5.11.3 BILLING INQUIRIES.....65

5.12 OUTAGE REPORTING 66
5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS 66
5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS 66

CHAPTER 6: COMPANY SPECIFIC ITEMS 67

6.1 RATE SCHEDULES 67
6.1.1 DELIVERY SYSTEM CHARGES 67
6.1.1.1 CHARGES FOR TRANSMISSION AND DISTRIBUTION SYSTEM SERVICE 67
6.1.1.1.1 RESIDENTIAL SERVICE 67
6.1.1.1.2 SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KW 69
6.1.1.1.3 SECONDARY SERVICE GREATER THAN 10 KW 71
6.1.1.1.4 PRIMARY SERVICE LESS THAN OR EQUAL TO 10 KW 74
6.1.1.1.5 PRIMARY SERVICE GREATER THAN 10 KW - DISTRIBUTION LINE 75
6.1.1.1.6 PRIMARY SERVICE GREATER THAN 10 KW - SUBSTATION 77
6.1.1.1.7 TRANSMISSION SERVICE 79
6.1.1.1.8 LIGHTING SERVICE 81
6.1.1.2 SCHEDULE TC 88
6.1.1.2.1 RIDER TC1 - TRANSITION CHARGE 88
6.1.1.2.2 RIDER TC2 - TRANSITION CHARGE 95
6.1.1.3 CTC 102
6.1.1.3.1 RIDER CTC - COMPETITIVE TRANSITION CHARGE 102
6.1.1.4 CHARGES FOR SBF 103
6.1.1.4.1 RIDER SBF - SYSTEM BENEFIT FUND CHARGE 103
6.1.1.5 CHARGES FOR NUCLEAR DECOMMISSIONING 104
6.1.1.5.1 RIDER NDC - NUCLEAR DECOMMISSIONING CHARGES 104
6.1.1.6 OTHER CHARGES 105
6.1.1.6.1 RIDER TRANSMISSION COST RECOVERY FACTOR (TCRF) 105
6.1.1.6.2 RIDER CMC - COMPETITIVE METERING CREDIT 108
6.1.1.6.3 RIDER EECRF - ENERGY EFFICIENCY COST RECOVERY FACTOR 109
6.1.1.6.4 RIDER AMCRF - ADVANCED METERING COST RECOVERY FACTOR 111
6.1.1.6.5 RIDER RCE - RATE CASE EXPENSE SURCHARGE 112
6.1.1.6.6 RIDER SCUD - STATE COLLEGES & UNIVERSITIES DISCOUNT 113
6.1.1.6.7 RIDER RS - REGULATORY SURCHARGE 114
6.1.2 DISCRETIONARY SERVICE CHARGES 115
6.1.2.1 STANDARD DISCRETIONARY SERVICES 115
6.1.2.2 DISCRETIONARY CHARGES - CONSTRUCTION SERVICE 121
6.1.2.3 DISCRETIONARY CHARGES - OTHER THAN CONSTRUCTION SERVICE CHARGES 127
6.1.2.4 DISTRIBUTED GENERATION 130

6.2 COMPANY-SPECIFIC TERMS AND CONDITIONS 131
6.2.1 DEFINITIONS 131
6.2.2 STANDARD VOLTAGES 133
6.2.3 ADDITIONAL DELIVERY SERVICE INFORMATION 134
6.2.4 ADDITIONAL DISCRETIONARY SERVICE INFORMATION 135

6.3 AGREEMENTS AND FORMS 136
6.3.1 FACILITIES EXTENSION AGREEMENT 136
6.3.2 TRANSMISSION/SUBSTATION FACILITY EXENSION AGREEMENT 138

6.3.3 APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION WITH THE UTILITY SYSTEM 140
6.3.4 AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION 142
6.3.5 DISCRETIONARY SERVICE AGREEMENT 147
6.3.6 EASEMENT AND RIGHT OF WAY (FORM 50.2000) 149
6.3.7 EASEMENT AND RIGHT OF WAY (FORM 50.2100) 151
6.3.8 EASEMENT AND RIGHT OF WAY (FORM 50.3200) 152
6.3.9 EASEMENT AND RIGHT OF WAY (FORM 50.3400) 153
6.3.10 EASEMENT AND RIGHT OF WAY (FORM 50.3500) 154
6.3.11 EASEMENT AND RIGHT OF WAY (FORM 50.3700) 155
6.3.12 GRANT OF EASEMENT (VETERAN'S LAND BOARD) 156
6.3.13 GRANT OF EASEMENT (VETERAN'S LAND BOARD) 158
6.3.14 AGREEMENT AND TERMS AND CONDITIONS FOR PULSE METERING EQUIPMENT INSTALLATION 160
6.3.15 AGREEMENT FOR METER OWNERSHIP AND/OR ACCESS FOR NON-COMPANY OWNED METERS 162
6.3.16 COMPETITIVE METERING LETTER OF AGENCY 167
6.3.17 AGREEMENT FOR STREET LIGHTING SERVICE 169

6.4 RATE ADMINISTRATION 176
6.4.1 CITIES IN WHICH RIDER UFCRF AND THE AGREEMENT FOR UNDERGROUND FACILITIES AND COST RECOVERY HAVE BEEN APPROVED 176

APPENDIX A 177
AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT) 177

Chapter 1: Definitions

The following definitions apply to Company's Tariff for Delivery Service, including the service rules and regulations, policies, Rate Schedules and Riders, and to any Service Agreements made pursuant to the Tariff, unless specifically defined otherwise therein.

ACTUAL METER READING. A Meter Reading whereby Company has collected information from the Meter either manually or through a direct reading, through telemetry, or other electronic communications.

AFFILIATED RETAIL ELECTRIC PROVIDER. A retail electric provider that is affiliated with or the successor in interest of an electric utility certificated to serve an area.

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 the Independent Organization, or any entity authorized by the Independent Organization to perform registration or settlement functions.

BANKING HOLIDAY. Any day on which the bank designated by Company as the repository for payment of funds due to Company under this Tariff is not open for business.

BILLING DEMAND. Demand used for billing purposes as stated in the applicable Rate Schedule or Rider.

BILLING DETERMINANTS. Measured, calculated, or specified values used to determine Company's Delivery Charges that can be transmitted to the CR on an approved TX SET electronic transaction. These values may include, but are not limited to, measurements of kilowatt-hours (kWh), actual monthly Non-Coincident Peak (NCP) Demand, annual NCP Demand, annual 4-CP Demand (coincident peak for four summer months), Billing Demand, Power Factor, fixed charges, number of lamps, Rate Schedules, and rate subclass.

BUSINESS DAY. Any day on which Company's corporate offices are open for business.

CENTRAL PREVAILING TIME, CPT. As established by national time standards, either Central Standard Time or Central Day-Light time.

CODES. Federal, state, or local laws, or other rules or regulations governing electrical installations.

COMMISSION, PUC, or PUCT. The Public Utility Commission of Texas.

COMPANY. The transmission and distribution utility providing Delivery Service pursuant to this Tariff, and its respective officers, agents, employees, successors, and assigns.

COMPANY'S DELIVERY SYSTEM. The portion of the Delivery System that is owned by Company.

COMPETITIVE RETAILER (CR). A Retail Electric Provider, or a Municipally Owned Utility, or an Electric Cooperative that offers customer choice in the restructured competitive electric power market or any other entity authorized to provide Electric Power and Energy in Texas. For purposes of this Tariff, a Municipally Owned Utility or an Electric Cooperative is only considered a Competitive Retailer where it sells retail Electric Power and Energy outside its certified service territory.

CONSTRUCTION SERVICE. Services related to the construction, extension, installation, modification, repair, upgrade, conversion, relocation, or removal of Delivery System facilities, including temporary facilities.

CONSTRUCTION SERVICE CHARGE. Commission authorized charges to recover costs associated with Construction Services.

DELIVERY. The movement of Electric Power and Energy through Company's electric lines and other equipment, including transformers, from the Point of Supply to the Point of Delivery.

DELIVERY CHARGES. Commission authorized rates and charges for the use of Company's Delivery System. Delivery Charges comprise Delivery System Charges and Discretionary Charges.

DELIVERY SERVICE. The service performed by Company pursuant to this Tariff for the Delivery of Electric Power and Energy. Delivery Service comprises Delivery System Services and Discretionary Services.

DELIVERY SERVICE AGREEMENT. The standard, pro-forma document set forth in this Tariff in which Company and Competitive Retailer agree to be bound by the terms and conditions of Company's Tariff.

DELIVERY SYSTEM. The electric lines, and other equipment, including transformers, owned by Company and the Meters, including Non-Company Owned Meters, used in the Delivery of Electric Power and Energy.

DELIVERY SYSTEM CHARGES. Commission authorized charges to recover costs associated with Delivery System Services.

DELIVERY SYSTEM SERVICES. Delivery Services whose costs are attributed to all Retail Customers that receive Delivery Service from Company and charged to Competitive Retailers serving Retail Customers under the Rate Schedules specified in Section 6.1.1, DELIVERY SYSTEM CHARGES. Delivery System Services are all Tariffed Delivery Services provided by Company that are not specifically defined as Discretionary Services.

DEMAND. The rate at which electric energy is used at any instant or averaged over any designated period of time and which is measured in kW or kVA.

DISCRETIONARY CHARGES. Commission authorized charges to recover costs associated with Discretionary Services.

DISCRETIONARY SERVICES. Customer-specific services for which costs are recovered through separately priced Rate Schedules specified in Chapter 6.

ELECTRIC COOPERATIVE. An electric cooperative as defined in PURA §11.003(9).

ELECTRIC POWER AND ENERGY. The kWh, the rate of Delivery of kWh, and ancillary services related to kWh that a Competitive Retailer provides to Retail Customers.

ELECTRIC SERVICE IDENTIFIER or ESI ID. The basic identifier assigned to each Point of Delivery used in the registration system and settlement system managed by ERCOT or another Independent Organization.

ERCOT. The Electric Reliability Council of Texas, Inc.

ESTIMATED METER READING. The process by which Billing Determinants are estimated when an Actual Meter Reading is not obtained.

FACILITY EXTENSION POLICY. The Company policy that covers such activities as extensions of standard facilities, extensions of non-standard facilities, extensions of facilities in excess of facilities normally provided for the requested type of Delivery Service, upgrades of facilities, electric connections for temporary services, and relocation of facilities.

FACILITY EXTENSION AGREEMENT. The Service Agreement pursuant to this Tariff that must be executed by Company and the entity (either a Retail Customer or Retail Electric Provider) requesting certain Construction Services before Company can provide such Construction Services to the requesting entity.

GOOD UTILITY PRACTICE. This term will have the meaning ascribed thereto in P.U.C. SUBST. R. 25.5, Definitions, or its successor.

HOME AREA NETWORK (HAN) PROVISIONED METER. An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which the HAN communications are operational.

INDEPENDENT ORGANIZATION or IO. The organization authorized to perform the functions prescribed by PURA §39.151.

KILOVOLT AMPERES or kVA. 1000 Volt-Amperes.

KILOWATT or kW. 1000 Watts.

KILOWATT-HOUR or kWh. 1000 Watt-hours.

LOAD FACTOR. The ratio, usually stated as a percentage, of actual kWh used during a designated time period to the maximum kW of Demand times the number of hours occurring in the designated time period.

METER or BILLING METER. A device, or devices for measuring the amount of Electric Power and Energy delivered to a particular location for Company billing, CR billing and as required by ERCOT. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Commercial and industrial Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner in accordance with P.U.C. SUBST. R. 25.311, Competitive Metering Services and other Applicable Legal Authorities.

METER DATA. All data contained within the Meter.

METER OWNER. Entity authorized by the Retail Customer to own the Meter. Entity could be Retail Customer, Competitive Retailer, or other entity designated by the Retail Customer as permitted by Applicable Legal Authorities. If the Retail Customer is not eligible for competitive metering or does not choose to participate in competitive metering the Meter Owner shall be Company.

METER READING. The process whereby Company collects the information recorded by Meter. Such reading may be obtained manually, through telemetry or other electronic communications, or by estimation, calculation or conversion in accordance with the procedures and practices authorized under this Tariff.

METER READING SCHEDULE. No later than December 15 of each calendar year, Company shall post its schedule for reading each meter on its website so that Competitive Retailers and Retail Customers may access it. Company shall notify Competitive Retailer of any changes to this schedule 60 days prior to the proposed change. Company is responsible for reading the Meter within two Business Days of the date posted in this schedule.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the billing meter to accurately measure the amount of Electric Power and Energy delivered. Metering equipment under this definition does not include communication, storage, and equipment necessary for customer access to data.

MUNICIPALLY OWNED UTILITY. A utility owned, operated, and controlled by a municipality or by a nonprofit corporation, the directors of which are appointed by one or more municipalities, as defined in PURA §11.003(11).

NON-COMPANY OWNED METER. A Meter on the ERCOT-approved competitive Meter list that is owned by an entity other than the Company. Unless otherwise expressly provided herein, a Non-Company Owned Meter shall be treated under this Tariff as if it were a Meter owned by the Company.

POINT OF DELIVERY. The point at which Electric Power and Energy leaves the Delivery System.

POINT OF SUPPLY. The point at which Electric Power and Energy enters the Delivery System.

POWER FACTOR. The ratio of real power, measured in kW, to apparent power, measured in kVA, for any given load and time, generally expressed as a percentage.

PREMISES. A tract of land or real estate or related commonly used tracts, including buildings and other appurtenances thereon.

PROVIDER OF LAST RESORT (POLR). A REP certified in Texas that has been designated by the Commission to provide a basic, standard retail service package to requesting or default customers.

PURA. Public Utility Regulatory Act, TEXAS UTILITIES CODE ANNOTATED.

RATE SCHEDULE. A statement of the method of determining charges for Delivery Service, including the conditions under which such charges and method apply. As used in this Tariff, the term Rate Schedule includes all applicable Riders.

REGISTRATION AGENT. Entity designated by the Commission to administer settlement and Premises data and other processes concerning a Retail Customer's choice of Competitive Retailer in the competitive retail electric market in Texas.

RETAIL CUSTOMER. An end-use customer who purchases Electric Power and Energy and ultimately consumes it. Whenever used in the context of Construction Services, the term Retail Customer also includes property owners, builders, developers, contractors, governmental entities, or any other organization, entity, or individual that is not a Competitive Retailer making a request for such services to the Company.

RETAIL CUSTOMER'S ELECTRICAL INSTALLATION. All conductors, equipment, or apparatus of any kind on Retail Customer's side of the Point of Delivery, except the Meter and Metering Equipment, used by or on behalf of Retail Customer in taking and consuming Electric Power and Energy delivered by Company.

RETAIL CUSTOMER'S ELECTRICAL LOAD. The power and energy required by all motors and other electricity-consuming devices located on Retail Customer's Premises that are operated simultaneously using Electric Power and Energy delivered by Company.

RETAIL ELECTRIC PROVIDER or REP. As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to Retail Customers.

RETAIL SEASONAL AGRICULTURAL CUSTOMER. A customer whose Demand is subject to significant seasonal variation and that is primarily engaged in producing crops or processing crops subsequent to their harvest to prepare or store them for market or other processing, including, but not limited, to cotton ginning, irrigation, and the drying or storing of rice and grain. To be qualified as an irrigation customer under this definition, the pumping load must be for water that is used to raise agricultural crops.

RIDER. An attachment to a Rate Schedule that defines additional service options, pricing, conditions, and limitations for that class of service.

SCHEDULED METER READ DATE. Date Company is scheduled to read the Meter according to the Meter Reading Schedule.

SERVICE AGREEMENT. Any Commission-approved agreement between Company and a Retail Customer or between Company and a Competitive Retailer, which sets forth certain information, terms, obligations and/or conditions of Delivery Service pursuant to the provisions of this Tariff.

SERVICE CALL. The dispatch of a Company representative to a Delivery Service address or other designated location for investigation of a complete or partial service outage, irregularity, interruption or other service related issue.

SETTLEMENT PROVISIONED METER. An advanced meter as defined in P.U.C. SUBST. R. 25.130, Advanced Metering, that has been deployed by the Company, and for which 15-minute interval data is sent to and accepted by ERCOT for settlement purposes.

SWITCHING FEE. Any fee or charge assessed to any Retail Customer or Competitive Retailer upon switching the Competitive Retailer that does not relate to recovering any utility cost or expenses already included in Commission-approved Delivery Charges included in Chapter 6 of this Tariff.

TAMPER or TAMPERING. Any unauthorized alteration, manipulation, change, modification, or diversion of the Delivery System, including Meter and Metering Equipment, that could adversely affect the integrity of billing data or the Company's ability to collect the data needed for billing or settlement. Tampering includes, but is not limited to, harming or defacing Company facilities, physically or electronically disorienting the Meter, attaching objects to the Meter, inserting objects into the Meter, altering billing and settlement data or other electrical or mechanical means of altering Delivery Service.

TARIFF. The document filed with, and approved by, the PUC pursuant to which Company provides Delivery Service. It is comprised of Rate Schedules, Riders, and service rules and regulations. The service rules and regulations include definitions, terms and conditions, policies, and Service Agreements.

TEXAS SET, TX SET or SET. A Standard Electronic Transaction as defined by the protocols adopted by the Commission or the Independent Organization.

TRANSITION CHARGES or TC. Charges established pursuant to a financing order issued by the Commission.

VALID INVOICE. An invoice transaction that contains all the information required by TX SET and is in compliance with TX SET standards as set forth in the TX SET Implementation Guides and Commission rules, and have not been rejected in accordance with the TX SET Implementation Guides and Commission Rules.

Chapter 2: Descriptions of Company's Certified Service Area

2.0 Utility Operations

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

2.1 Cities Previously Served by TXU Electric

Abbott
Ackerly
Addison
Aledo
Allen
Alma
Alvarado
Alvord
Andrews
Angus
Anna
Annetta
Annetta North
Annetta South
Annona
Appleby
Archer City
Argyle
Arlington
Athens
Aurora
Austin
Azle
Balch Springs
Bangs
Bardwell
Barry
Bartlett
Bedford
Bellevue
Bellmead
Bells
Belton
Benbrook
Beverly Hills
Big Spring
Blanket
Blooming Grove
Blue Mound
Bonham
Boyd
Breckenridge
Bridgeport
Brownsboro
Brownwood
Bruceville-Eddy
Buckholts
Buffalo
Burkburnett
Burke
Burleson
Bynum
Caddo Mills
Cameron
Campbell
Caney City
Canton
Carbon
Carrollton
Cashion Community
Cedar Hill
Celina
Centerville
Chandler
Chico
Chireno
Clarksville
Cleburne
Coahoma
Cockrell Hill
Colleyville
Collinsville
Colorado City
Comanche
Commerce
Como
Cool
Cooper
Coppell
Copperas Cove
Corinth
Corsicana
Crandall
Crane
Cresson
Crockett
Crossroads
Crowley
Cumby
Cushing
Dallas
Dalworthington Gardens
Dawson
Dean
Decatur
DeLeon
Denison
Denton
DeSoto
Diboll
Dish
Dodd City
Dorchester
Dublin
Duncanville
Early
Eastland
Ector
Edgecliff Village
Edgewood
Edom
Electra
Elgin
Elkhart
Emhouse
Enchanted Oaks
Ennis
Euless
Eureka
Eustace
Everman
Fairview (Collin Co.)
Farmers Branch
Fate
Ferris
Florence
Flower Mound
Forest Hill
Forney
Forsan
Fort Worth
Frisco
Frost
Gainesville
Garland
Garrett
Georgetown
Gholson
Glenn Heights
Godley
Golinda
Goodlow
Gorman
Graford
Graham
Grand Prairie
Grandfalls
Grandview
Granger
Grapeland
Grapevine
Gun Barrell City
Gunter
Haltom City
Harker Heights
Haslet
Heath
Hebron
Henrietta
Hewitt
Hickory Creek
Hideaway
Highland Park
Hillsboro
Holland
Holliday
Honey Grove
Howe

Hubbard
Hudson
Hudson Oaks
Huntington
Hurst
Hutchins
Hutto
Iowa Park
Irving
Italy
Itasca
Jacksboro
Jarrell
Jewett
Jolly
Josephine
Joshua
Justin
Kaufman
Keene
Keller
Kemp
Kennedale
Kerens
Killeen
Knollwood
Krum
Lacy-Lakeview
Ladonia
Lake Bridgeport
Lake Dallas
Lake Worth
Lakeside
Lakeside City
Lamesa
Lancaster
Latexo
Lavon
Leona
Leroy
Lewisville
Lindale
Lindsay
Lipan
Little Elm
Little River Academy
Loraine
Lorena
Lovelady
Lowry Crossing
Lucas
Lufkin
Mabank
Malakoff
Malone
Manor
Mansfield
Marquez
Maypearl
McGregor
McKinney
McLendon-Chisholm
Melissa
Mertens
Mesquite
Midland
Midlothian
Milano
Mildred
Milford
Millsap
Mineral Wells
Mobile City
Monahans
Moody
Morgan's Point Resort
Mount Calm
Muenster
Murchison
Murphy
Mustang
Nacogdoches
Navarro
Nevada
New Chapel Hill
New Fairview
Newark
Neylandville
Nolanville
Noonday
Northlake
North Richland Hills
O'Donnell
Oak Grove
Oak Leaf
Oak Point
Oak Valley
Oakwood
Odessa
Oglesby
Ovilla
Palestine
Palmer
Pantego
Paradise
Paris
Parker
Payne Springs
Pecan Gap
Pecan Hill
Penelope
Pflugerville
Plano
Pleasant Valley
Ponder
Post Oak Bend
Pottsboro
Powell
Poynor
Princeton
Prosper
Pyote
Quinlan
Ranger
Ravenna
Red Oak
Reno (Lamar Co.)
Reno (Parker Co.)
Retreat
Rhome
Rice
Richardson
Richland
Richland Hills
River Oaks
Roanoke
Robinson
Rockdale
Rockwall
Rogers
Roscoe
Rosser
Round Rock
Rowlett
Roxton
Royse City
Runaway Bay
Sachse
Sadler
Saginaw
Salado
Sanctuary
Sansom Park Village
Savoy
Seagoville
Shady Shores
Sherman
Snyder
Southlake
Southmayd
Springtown
St. Paul
Stanton
Stephenville
Streetman
Sulphur Springs
Sunnyvale
Sweetwater
Taylor
Temple
Terrell
The Colony
Thorndale
Thorntonville
Thrall
Tira
Tool
Trinidad
Trophy Club
Troy
Tyler
University Park
Valley View
Van
Van Alstyne
Venus
Waco
Watauga
Waxahachie
Weatherford
Weir
Wells
West
Westbrook
Westover Hills
Westworth Village
Whitehouse
White Settlement
Wichita Falls
Wickett
Willow Park
Wills Point
Wilmer
Windom
Wink
Wolfe City
Woodway
Wylie
Yantis
Zavalla

2.2 Cities Previously Served by TXU SESCO

Alto
Arp
Bullard
Coolidge
Fairfield
Frankston
Gallatin
Groesbeck
Jacksonville
Lott
Marlin
Mart
Mexia
New Summerfield
Overton
Riesel
Rosebud
Rusk
Teague
Tehuacana
Thornton
Troup
Whitehouse
Wortham

2.3 Counties Previously Served by TXU Electric

Anderson
Andrews
Angelina
Archer
Bastrop
Baylor
Bell
Borden
Bosque
Brown
Burnet
Cherokee
Clay
Coke
Coleman
Collin
Comanche
Cooke
Coryell
Crane
Culberson
Dallas
Dawson
Delta
Denton
Eastland
Ector
Ellis
Erath
Falls
Fannin
Fisher
Freestone
Gaines
Glasscock
Grayson
Henderson
Hill
Hood
Hopkins
Houston
Howard
Hunt
Jack
Johnson
Kaufman
Kent
Lamar
Lampasas
Leon
Limestone
Loving
Lynn
Martin
McLennan
Midland
Milam
Mitchell
Montague
Nacogdoches
Navarro
Nolan
Palo Pinto
Parker
Pecos
Rains
Reagan
Red River
Reeves
Rockwall
Rusk
Scurry
Shackelford
Smith
Stephens
Sterling
Tarrant
Terry
Tom Green
Travis
Trinity
Upton
Van Zandt
Ward
Wichita
Wilbarger
Williamson
Winkler
Wise
Wood
Young

2.4 - Counties Previously Served by TXU SESCO

Anderson
Cherokee
Falls
Freestone
Henderson
Limestone
McLennan
Milam
Rusk
Smith

Chapter 3: General Service Rules & Regulations

3.1. APPLICABILITY

This Tariff governs the rates, terms of access and conditions of the provision of Delivery Service by Company to Competitive Retailers and Retail Customers. The provisions of this Tariff shall uniformly apply to all Competitive Retailers and Retail Customers receiving Delivery Service from Company. This Tariff does not apply to the provision of Transmission Service by non-ERCOT utilities. Neither does this Tariff apply to the provision of Delivery Service to Wholesale Customers. To the extent that a financing order of the PUCT relating to securitization conflicts with any portion of this Tariff, the terms of such order shall be controlling.

Company will use reasonable diligence to comply with the operational and transactional requirements and timelines for provision of Delivery Service as specified in this Tariff and to comply with the requirements set forth by Applicable Legal Authorities to effectuate the requirements of the Tariff.

3.2 GENERAL

Company will construct, own, operate, and maintain its Delivery System in accordance with Good Utility Practice for the Delivery of Electric Power and Energy to Retail Customers that are located within the Company's service territory and served by Competitive Retailers. Company has no ownership interest in any Electric Power and Energy it delivers. Company will provide to all Competitive Retailers access to the Delivery System pursuant to this Tariff, which establishes the rates, terms and conditions, and policies for such access. Company will provide Delivery Services to Retail Customers and Competitive Retailers pursuant to this Tariff. Company shall provide access to the Delivery System on a nondiscriminatory basis to all Competitive Retailers and shall provide Delivery Service on a nondiscriminatory basis to all Retail Customers and Competitive Retailers.

This tariff is intended to provide for uniform Delivery Service to all Competitive Retailers within Company's service area.

3.3 DESCRIPTION OF SERVICE

Company will provide Delivery Service for Electric Power and Energy of the standard characteristics available in the locality in which the Premises to be served are situated. All types of Delivery Service offered by Company are not available at all locations. Company will provide Delivery Service at Company's standard voltages. Requestors of Delivery Service should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment, and Company is not responsible if the requested phase and voltage of service are not available. The standard Delivery System Service offered by Company is for alternating current with a nominal frequency of 60 hertz (cycles per second). Delivery Services may be provided at the secondary, primary, or transmission voltage level as specified under the appropriate Rate Schedule.

The provision of Delivery Service by Company is subject to the terms of any Service Agreements, the terms and conditions of this Tariff, and Applicable Legal Authorities.

3.4 CHARGES ASSOCIATED WITH DELIVERY SERVICE

All charges associated with a Delivery Service provided by Company must be authorized by the Commission and included as a Tariffed charge in Section 6.1, RATE SCHEDULES.

3.5 AVAILABILITY OF TARIFF

Copies of this Tariff are on file with the Commission and are also available for inspection at any business office of the Company. Company will provide a Competitive Retailer and Retail Customer, upon request and at no cost, a copy of the Rate Schedule under which Delivery Service is provided to Retail Customer. Additional copies of its Rate Schedules, or any portion of this Tariff, shall be provided by Company pursuant to the Rate Schedules included in this Tariff. Company shall post on its Internet site a copy of its current, complete Tariff in a standard electronic format for downloading free of charge.

3.6 CHANGES TO TARIFF

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the laws of the State of Texas and the rules and regulations of the PUC, and such changes, when effective, shall have the same force and effect as the present Tariff. Company retains the right to file an application requesting a change in its rates, charges, classifications, services, rules, or any provision of this Tariff or agreement relating thereto and will comply with all laws and rules concerning the provision of notice concerning any such application. Any agreement made pursuant to this Tariff shall be deemed to be modified to conform to any changes in this Tariff as of the date of the effectiveness of such change. No agent, officer, director, employee, assignee or representative of Company has authority to modify the provisions of this Tariff or to bind Company by any promise or representation contrary to the terms of this Tariff except as expressly permitted by the PUC. In the event that Company determines it necessary to change its application of an existing Tariff provision, Company shall notify the designated contact of all Competitive Retailers certified to serve customers in its service territory, at least 30 Business Days in advance of any change in application of an existing Tariff provision.

3.7 NON-DISCRIMINATION

Company shall discharge its responsibilities under this Tariff in a neutral manner, not favoring or burdening any particular Competitive Retailer or Retail Customer. Company will comply with Applicable Legal Authorities regarding relations with affiliates, or the Affiliated Retail Electric Provider in its service territory and, unless otherwise authorized by such Applicable Legal Authorities, will not provide its affiliates, or the Affiliated Retail Electric Provider in its service territory, or Retail Customers doing business with its affiliates, any preference over non-affiliated retailers or their Retail Customers in the provision of Delivery Services under this Tariff. Company shall process requests for Delivery Services in a non-discriminatory manner without regard to the affiliation of a Competitive Retailer or its Retail Customers, and consistent with Applicable Legal Authorities.

3.8 FORM OF NOTICE

A notice, demand or request required or authorized under this Tariff to be given by any party to any other party shall be in paper format or conveyed electronically, as specified in the section of this Tariff requiring such notice. Electronic notice shall be given in accordance with the appropriate TX SET protocol if a TX SET transaction exists. Any notice, demand or request provided electronically, other than those for which a standard market transaction exists, shall be deemed delivered when received by the designated contact. Notice provided in paper format shall either be personally delivered, transmitted by telecopy or facsimile equipment (with receipt confirmed), sent by overnight courier or mailed, by certified mail, return receipt requested, postage pre-paid, to the designated contact. Any such notice, demand or request in paper format shall be deemed to be given when so delivered or three days after mailed unless the party asserting that such notice was provided is unable to show evidence of its delivery. The designated contact is the contact designated in the Delivery Service

Agreement or contact(s) otherwise agreed to by the parties, except that for notices required under Sections 4.4.6 and 4.6 of the Tariff, the "designated contact" shall be the contact(s) designated in the Delivery Service Agreement.

3.9 DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE

Company shall designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Competitive Retailers. Company shall also designate a person(s) who will serve as the Company's contact for all matters relating to Delivery Service provided to Retail Customers. Company shall identify to the Commission a Delivery Service contact person(s), either by name or by title, and shall provide convenient access through its Internet website to the name or title, telephone number, mailing address and electronic mail address of its Delivery Service contact person(s). Company may change its designation by providing notice to the Commission, and Competitive Retailers utilizing Delivery Service by the Company, updating such information on the Company's website, and by direct notice to Retail Customer requesting Construction Service.

3.10 INVOICING TO STATE AGENCIES

Notwithstanding any provisions in this Tariff with respect to when invoices become past due and imposing an increased amount if invoices are not paid within a specified time, all invoices rendered directly to a "State Agency," as that term is defined in Chapter 2251 of the Government Code, shall be due and shall bear interest if overdue as provided in Chapter 2251.

3.11 GOVERNING LAWS AND REGULATIONS

Company's provision of Delivery Service is governed by all Applicable Legal Authorities as defined herein. This Tariff is to be interpreted to conform therewith. Changes in applicable laws, rules, or regulations shall become effective with regard to this Tariff, and any Service Agreements made pursuant to it, as of the effective date of such law, rule or regulation.

3.12 GOOD-FAITH OBLIGATION

Company, Competitive Retailer, and Retail Customer will cooperate in good-faith to fulfill all duties, obligations, and rights set forth in this Tariff. Company, Competitive Retailer, and Retail Customer will negotiate in good-faith with each other concerning the details of carrying out their duties, obligations, and rights set forth in this Tariff.

3.13 QUALITY OF DELIVERY SERVICE

Company will use reasonable diligence to provide continuous and adequate Delivery of Electric Power and Energy in conformance with Applicable Legal Authorities, but Company does not guarantee against irregularities or interruptions.

3.14 COOPERATION IN EMERGENCIES

Company, Competitive Retailer, and any Retail Customer shall cooperate with each other, the Independent Organization and any other affected entities in the event of an emergency condition affecting the Delivery of Electric Power and Energy or the safety and security of persons and property.

3.15 SUCCESSORS AND ASSIGNS

This Tariff shall inure to the benefit of, and be binding upon, Company, Competitive Retailer, and Retail Customer and their respective successors and permitted assigns.

3.16 EXERCISE OF RIGHT TO CONSENT

Company, Competitive Retailer, or Retail Customer shall not unreasonably withhold, condition, or delay giving any consent required for another party to exercise rights conferred under this Tariff that are made subject to that consent. Company, Competitive Retailer, or Retail Customer further shall not unreasonably withhold, condition, or delay their performance of any obligation or duty imposed under this Tariff.

3.17 WAIVERS

The failure of Company, Competitive Retailer, or Retail Customer to insist in any one or more instances upon strict performance of any of the provisions of this Tariff, or to take advantage of any of its rights under this Tariff, shall not be construed as a general waiver of any such provision or the relinquishment of any such right, but the same shall continue and remain in full force and effect, except with respect to the particular instance or instances.

3.18 NON-BUSINESS DAY DESIGNATIONS

Company recognizes the following holidays on their day of federal observance: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. Company may designate other days as Non-Business Days to reflect additional holiday observances by posting the designation on the Company website no later than October 31 of the preceding calendar year.

3.19 PUBLIC SERVICE NOTICE

Company shall, as required by the Commission after reasonable notice, provide public service notices.

3.20 HEADINGS

The descriptive headings of the various sections of this Tariff have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions hereof.

Chapter 4: Service Rules and Regulations Relating to Access to Delivery System of Company by Competitive Retailers

4.1 GENERAL SERVICE RULES AND REGULATIONS

4.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access to and conditions of the provision of Delivery Service by Company to Competitive Retailers, whether the Competitive Retailer has entered into a Service Agreement or not. This Chapter also applies to Competitive Retailers utilizing the Delivery System of the Company unlawfully or pursuant to unauthorized use. The provisions of this Chapter shall uniformly apply to all Competitive Retailers receiving Delivery Service from Company.

4.1.2 REQUIRED NOTICE

Notice to Competitive Retailer and Company shall be provided pursuant to Section 3.8, FORM OF NOTICE.

4.2 LIMITS ON LIABILITY

4.2.1 LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS

This Tariff is not intended to limit the liability of Company or Competitive Retailer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions (whether as a result of negligence or otherwise), Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical Delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Competitive Retailer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

4.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by

any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

4.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Competitive Retailer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 4.2.1, LIABILITY BETWEEN COMPANY AND COMPETITIVE RETAILERS.

4.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

4.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Company's Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its Delivery System or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in the Company's sole judgment, for inspection, test, repair, or changes in the Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Competitive Retailer of such actions, if reasonably possible. Such notice may be provided by electronic notice to all certificated Competitive Retailers operating within the Company's service territory with specific identification of location, time and expected duration of the outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of Broadband over Powerline (BPL) shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

4.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including, but without limitation, warranties of merchantability or fitness for a particular purpose.

4.3 SERVICE

4.3.1 ELIGIBILITY

A Competitive Retailer is eligible for Delivery Service when:

(1) The Competitive Retailer and Company have received written notice from the Independent Organization certifying the Competitive Retailer's successful completion of market testing, including receipt of the digital certificate pursuant to Applicable Legal Authorities. Market testing will be conducted in accordance with a test plan as specified by Applicable Legal Authorities. Company and Competitive Retailer shall use best efforts to timely complete market testing; and

(2) Competitive Retailer and Company execute a Delivery Service Agreement; or

(3) In the event that subsection (1) has been satisfied, and Competitive Retailer has executed and delivered the Delivery Service Agreement to Company but Company has failed to execute the agreement within two Business Days of its receipt, Competitive Retailer shall be deemed eligible for Delivery Service during an interim period of Commission investigation by filing the unexecuted Delivery Service Agreement with the Commission for investigation into the reasons for such non-execution by Company.

4.3.2 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For purposes of this section, "Initiation of Delivery System Service" refers to the actions taken by Company to energize a Retail Customer's connection to the Delivery System.

4.3.2.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

(1) The Retail Customer's Electrical Installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers, or unless a known dangerous condition exists as long as it exists; or

(2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

If a charge has been authorized by the Commission, Company may assess a charge for service connection pursuant to Section 6.1, RATE SCHEDULES.

Requests for new Delivery System Service made by Competitive Retailer on behalf of Retail Customer which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to

the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

4.3.2.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Competitive Retailer may request initiation of Delivery System Service on behalf of Retail Customer. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 4.3.2.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

4.3.3 REQUESTS FOR DISCRETIONARY SERVICES INCLUDING CONSTRUCTION SERVICES

A Competitive Retailer may request Discretionary Services from Company. Such requests for Discretionary Service must include the following information and any additional data elements required by Applicable Legal Authorities:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) ESI ID, if in existence;
(4) Service address (including City and zip code) and directions to location, and access instructions as needed;
(5) Discretionary Services requested; and
(6) Date requested for Company to perform or provide Discretionary Services.

For an electronic service request sent by Competitive Retailer, Company will acknowledge receipt of Competitive Retailer's electronic service request and will notify Competitive Retailer upon completion of the service request as required by Applicable Legal Authorities. Such notification shall include the date when the service was completed in the field. For requests involving Construction Services, Company will contact the designated person to make proper arrangements for Construction Service pursuant to Section 5.7, FACILITIES EXTENSION POLICY.

Competitive Retailer shall be responsible for informing its Retail Customers how to obtain Discretionary Services, including Construction Services consistent with the requirements of Section 4.11, OUTAGE AND SERVICE REQUEST REPORTING.

4.3.4 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff. Competitive Retailer may request an out-of-cycle Meter Read subject to charges and timeframes specified in Chapter 6. Charges for an out-of-cycle Meter Read shall be applied only if data is collected for an Actual Meter Reading. As provided by Chapter 6, separate charges may apply in the event a trip is

made to collect the data, but collection of data is prevented due to lack of access to the Meter, or estimation is necessary to complete a mass transition of customers within a specified time, as required by Applicable Legal Authorities. Otherwise, no charge shall be applied if Billing Determinants are estimated. Company shall honor the requested switch date contained in the TX SET transaction in accordance with Applicable Legal Authorities to the extent that Company has received the request within the timeframes established in Applicable Legal Authorities. Company shall release proprietary customer information to the designated Competitive Retailer in a manner prescribed by the Applicable Legal Authorities.

4.3.5 SWITCHING FEE

Company shall not charge Competitive Retailer for a change of designation of a Retail Customer's Competitive Retailer.

4.3.6 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;
2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary Meter has been used for the same Premises for which the permanent Meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, the Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based upon the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets for new customers no later than the conclusion of its next general rate case. If requested by the Competitive Retailer, Company will assist in selecting the Rate Schedule that is best suited to existing or anticipated Retail Customer's Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for the Retail Customers' Delivery Service requirements. Upon the request of the Retail Customer's Competitive Retailer, the Company shall switch a Retail Customer's Rate Schedule to any applicable Rate Schedule for which the Retail Customer is eligible.

Subsequent to the selection of a Rate Schedule, the Competitive Retailer shall notify Company of any change of which it is aware in the Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule.

Upon notice to the Competitive Retailer, Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

A change in Rate Schedule that does not require a change in Billing Determinants, shall be applicable for the entire billing cycle in which the change in Rate Schedule is made if the request is made at least two Business Days before the scheduled Meter Read date for that Retail Customer. If a change in the Company's facilities, the Meter used to serve a Retail Customer, or a Rate Schedule requires a different methodology or different Billing Determinants, then such change shall be effective in the next full billing cycle.

4.3.7 PROVISION OF DATA BY COMPETITIVE RETAILER TO COMPANY

Competitive Retailer shall timely supply to Company all data, materials, or other information specified in this Tariff, including current customer names, telephone number, and mailing address, in connection with Company's provision of Delivery Services to Competitive Retailer's Retail Customers, if required. Such information shall be used only for Company operations or in transitions of customers to another REP or POLR in accordance with Applicable Legal Authorities and will be subject to the provisions of the code of conduct rule, P.U.C. SUBST. R. 25.272(g), Code of Conduct for Electric Utilities and Their Affiliates.

Regardless of any information provided on an outage or service request, and regardless of the option chosen, a Competitive Retailer shall provide to Company, on the TX SET transaction intended for maintenance of current Retail Customer contact information, the information needed to verify Retail Customer's identity (name, address and telephone number) for a particular Point of Delivery served by Competitive Retailer and shall periodically provide Company updates of such information, in the manner prescribed by Applicable Legal Authorities. The requirement that a Competitive Retailer provide the information listed above, regardless of the option chosen shall be effective July 1, 2007.

4.3.8 SUSPENSION OF DELIVERY SERVICE

4.3.8.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to a Competitive Retailer's Retail Customer where a known dangerous condition exists for as long as the condition exists, provided that such suspension does not result in other dangerous or life-threatening conditions. Company shall notify, as soon as practicably possible, the affected Retail Customer's Competitive Retailer of suspensions for the above reason.

Company may also suspend service without prior notice when such suspension is authorized by Applicable Legal Authorities.

If suspensions or interruptions are conducted pursuant to Section 4.2.5, EMERGENCIES AND NECESSARY INTERRUPTIONS and advance notice was not able to be reasonably provided, the Company shall provide notice as soon as reasonably possible after the suspension. Such notice may be provided by electronic notice to all certificated

Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of the outage.

Nothing in this section is intended to take precedence over the timely restoration of service.

4.3.9 CRITICAL CARE/CHRONIC CONDITION/CRITICAL LOAD CUSTOMER DESIGNATION

4.3.9.1 CRITICAL CARE OR CHRONIC CONDITION RESIDENTIAL CUSTOMER STATUS

Upon receipt of an application for eligibility for critical care or chronic condition residential status, Company shall:

(1) Follow the procedures outlined in P.U.C. SUBST. R. 25.497 for processing the application and designating a Retail Customer as a critical care residential customer or chronic condition residential customer and for notifying the Competitive Retailer and Retail Customer of any designation and any change in Retail Customer's designation;
(2) Follow the requirements under P.U.C. SUBST. R. 25.497 for sending renewal notices to a Retail Customer designated as a critical care residential customer or chronic condition residential customer; and
(3) Ensure ESI IDs are properly identified for critical care or chronic condition status in Company systems and on applicable Retail Market transactions.

4.3.9.2 CRITICAL LOAD INDUSTRIAL CUSTOMER OR CRITICAL LOAD PUBLIC SAFETY

Upon receipt of a request for designation as a critical load industrial customer or critical load public safety customer Company shall:

(1) Follow the Company-established process for evaluating the request for Critical Load status in collaboration with the Retail Customer's Competitive Retailer and Retail Customer and determine Retail Customer's eligibility for the appropriate Critical Load designation within one month of Company's receipt of the application;
(2) Follow the Company-established process for appeal and notify the Competitive Retailer and Retail Customer of any change in qualification based on the appeal; and
(3) Ensure ESI IDs are properly identified for critical load status in Company systems and on applicable Retail Market transactions.

4.3.9.3 OTHER COMPANY RESPONSIBILITIES

Company shall fulfill any other responsibilities pursuant to P.U.C. Subst. R. 25.497.

4.3.10 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Upon notice to Competitive Retailer, Company may suspend Delivery Service to Retail Customer:

(1) In the event of unauthorized use, unauthorized connection or reconnection, or diversion of service or Tampering with the Meter or Metering Equipment or bypassing same;

(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY after a reasonable opportunity has been provided to remedy the failure;

(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities or the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

(5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

Company shall provide electronic notice pursuant to Section 3.8, FORM OF NOTICE, of any noticed suspension of service to Competitive Retailers, operating in its service territory specifically identifying the time, location (if possible), cause and expected duration of such suspension. Company shall perform all suspensions or disconnects in accordance with Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

4.3.11 RESTORATION OF DELIVERY SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice of restoration of service as soon as practicably possible.

4.3.12 DISCONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES AT THE REQUEST OF COMPETITIVE RETAILER

Except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION, Company will not be responsible for monitoring or reviewing the appropriateness of any notice from a Competitive Retailer requesting connection, disconnection, or suspension of Delivery Service to Retail Customer.

4.3.12.1 MOVE OUT REQUEST

In the event that Retail Customer is vacating the Premises and Competitive Retailer no longer desires to be associated with the Point of Delivery, Competitive Retailer shall notify the Registration Agent of the date Competitive Retailer desires Company to discontinue Delivery Service to a particular Point of Delivery through a move-out transaction. Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two

Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date. Competitive Retailer shall not be responsible for any Delivery Services provided to that Point of Delivery after the move-out is effectuated unless specifically requested by the Competitive Retailer, and applicable to the time the Competitive Retailer was the Competitive Retailer of Record.

4.3.12.2 DISCONNECTION DUE TO NON-PAYMENT OF COMPETITIVE RETAILER CHARGES; RECONNECTION AFTER DISCONNECTION

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules and in accordance with Chapter 6 of the tariff. The execution of a disconnection for non-payment does not relieve the Competitive Retailer of responsibility for any Delivery Services provided to that Point of Delivery.

For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter that Company cannot successfully communicate with at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For such premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day, if possible, but no later than the close of Company's next field operational day.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which the Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of a request.

For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, Retail Electric Service Using a Customer Prepayment Device or System, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request.

For all premises, standard reconnect requests received by Company between 2:00 PM CPT and 5:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day may be considered received at 8:00 AM CPT on the next Business Day.

4.3.13 CUSTOMER REQUESTED CLEARANCE

At the request of Competitive Retailer for Retail Customer related construction, alteration, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

4.4 BILLING AND REMITTANCE

4.4.1 CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES

Not later than three Business Days after the scheduled date of a Meter Read for a Point of Delivery, Company shall transmit an electronic invoice for the Company's total Delivery System Charges associated with that Point of Delivery, to the Competitive Retailer supplying Electric Power and Energy to that Point of Delivery. Company shall separately identify the Delivery System Charges and Billing Determinants on the electronic invoice, to the extent that the transaction allows them to be reported, for each Point of Delivery served by a Competitive Retailer. Company shall provide information on any Billing Determinants not provided on the electronic transaction free of charge to Competitive Retailer upon request, within two Business Days from the receipt of the request. The start and end dates for the billing period contained on the invoice shall match the start and end dates of the Meter Read for the Premises.

Charges for Discretionary Services, other than Construction Services, provided to a particular Point of Delivery shall be separately identified on the invoice. Electronic invoices shall be transmitted using the appropriate TX SET transaction and shall be consistent with the terms and conditions of this Tariff. The Competitive Retailer shall acknowledge the receipt of the invoice and indicate whether the transaction conformed with ANSI X12 using the appropriate TX SET transaction within 24 hours of the receipt of the invoice. If Company receives a negative acknowledgement indicating the transaction failed ANSI X12 validation, Company shall correct any Company errors and re-issue the transaction within two Business Days of receipt of the negative acknowledgement. Following a positive acknowledgement indicating the transaction passed ANSI X12 validation, the Competitive Retailer shall have five Business Days to send a rejection response in accordance with the TX SET Implementation Guides and Commission Rules. However, if the Competitive Retailer receives an invoice relating to an ESI ID for which the Competitive Retailer has sent an enrollment or move-in request but has not received a response transaction from ERCOT, then the Competitive Retailer shall allow four Business Days to receive the response. If the Competitive Retailer has still not received the response transaction, the Competitive Retailer shall not reject the invoice, but will utilize an approved market process to resolve the issue. Additionally, a Competitive Retailer shall not reject an invoice, claiming it is not a Valid Invoice, outside the timelines specified in this subsection, or without supplying appropriate rejection reasons in accordance with TX SET Implementation Guides and Commission Rules. A Competitive Retailer may dispute a Valid Invoice under Section 4.4.8, INVOICE DISPUTES, but not reject it.

4.4.2 CALCULATION AND TRANSMITTAL OF CONSTRUCTION SERVICE CHARGES

Construction Service Charges shall be invoiced to the entity requesting such service. If Competitive Retailer has requested such a service, Company shall include the Construction Service Charge associated with that service as a separately identified item on the invoice provided pursuant to Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES.

4.4.3 INVOICE CORRECTIONS

Invoices shall be subject to adjustment for estimation or errors, including, but not limited to, arithmetic errors, computational errors, meter inaccuracies, and Meter Reading errors. Company

shall cancel and re-bill the original invoice that was incorrect and apply any payments made as provided by Applicable Legal Authorities. If it is determined that Company over-billed for Delivery Charges, Company will make adjustment(s) associated with the Point of Delivery for the entire period of over-billing. Interest shall be paid on any overcharge not corrected within three billing cycles of the occurrence of the error (or estimation) at a rate set by the Commission, compounded monthly, from the date of payment of the overcharged amount through the date of the refund. If it is determined that Company under-billed for Delivery Charges, Company will promptly issue a corrected invoice. Company may not charge interest on underbilled amounts unless such amounts are found to be the result of theft of service. Company may not issue an invoice for underbillings for adjustments more than 150 days after the date the original invoice was issued or should have been issued.

All invoices with estimations shall be trued-up within 150 days of the estimation. If Company does not true-up an underbilling within 150 days, Company may not bill for the difference it has underbilled. If Company has over-billed due to an estimation, Company shall refund the difference for the entire period.

Company shall render a corrected invoice within seven days of the date of resolution of the error unless otherwise prohibited by this section.

Disputes about invoice corrections shall be governed by Section 4.9, DISPUTE RESOLUTION PROCEDURES.

4.4.4 BILLING CYCLE

Unless otherwise stated in the applicable Rate Schedule or as provided in Section 4.8.1.3, OUT-OF-CYCLE METER READS, invoiced charges shall be based on a cycle of approximately one month.

The Competitive Retailer shall have the right to request a one-time adjustment to a Retail Customer's Meter Reading/billing cycle. The Competitive Retailer must select another Company-defined Meter Reading Schedule, if available for that account, unless the Retail Customer has remote Meter Reading capability, in which case the Competitive Retailer has the right to arrange for any Meter Read/billing cycle subject to Company's and ERCOT's Meter data processing capabilities. Company shall notify Competitive Retailer of any permanent changes in billing cycle or Meter Reading Schedules. Notification shall be provided in accordance with appropriate TX SET protocol. Company's Meter Reading Schedules will be made available on Company's website for the next year by December 15. Company shall provide 60 days notice for any changes in the Meter Reading Schedule.

4.4.5 REMITTANCE OF INVOICED CHARGES

Payments for all Delivery Charges invoiced to Competitive Retailer shall be due 35 calendar days after the date of Company's transmittal of a Valid Invoice. The 35 calendar day payment provision shall not apply to invoices that have been rejected using Applicable Legal Authorities. Disputed invoiced amounts shall be governed by Section 4.4.8, INVOICE DISPUTES. Payments are due without regard to whether or when the Competitive Retailer receives payment from its Retail Customer(s). The Company shall specify the due date on the invoice, and the due date shall be the 35th calendar day after the transmittal date of the Valid Invoice, unless the 35th day falls on a weekend or Banking Holiday, in which case the due date shall be the following Business Day that is not a Banking Holiday. Electronic invoices transmitted after 5:00 p.m. CPT shall be considered transmitted on the next calendar day.

Notwithstanding the above, Company and Competitive Retailer may mutually agree to different billing and payment timelines for Discretionary Services, provided that such terms are afforded on a non-discriminatory basis to all Competitive Retailers.

Competitive Retailer shall pay the invoice by electronic funds transfer (EFT) or by wire transfer (WT) to a bank designated by Company. Payment will be considered received on the date Company's bank receives the EFT or WT and the appropriate remittance advice is received by Company in accordance with the requirements specified by Applicable Legal Authorities.

4.4.6 DELINQUENT PAYMENTS

Payments for Delivery Charges invoiced to Competitive Retailer shall be considered delinquent if not received by 5:00 p.m. CPT of the due date stated on the Valid Invoice. Delinquent payments will be subject to a one-time late fee of 5% of the delinquent balance existing on the day after the due date stated on the Valid Invoice. Competitive Retailer shall be considered in default only after a ten calendar day grace period has passed without the Competitive Retailer fully paying the delinquent balance. Upon delinquency of Competitive Retailer, Company shall provide notice in writing to Competitive Retailer stating that Competitive Retailer is delinquent and shall be in default if payment is not received within ten calendar days. If the amount of the penalty is the sole remaining past-due amount after the ten calendar day grace period, the Competitive Retailer shall not be considered to be in default unless the penalty is not paid within an additional 30 calendar days.

4.4.7 PARTIAL PAYMENTS

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, partial payments will be applied pro-rata to all separately stated charges.

4.4.8 INVOICE DISPUTES

Unless otherwise governed by Schedule TC of this Tariff or P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, Competitive Retailer shall pay all undisputed portions of an invoice within the remittance timeframes of Section 4.4.5, REMITTANCE OF INVOICED CHARGES, unless otherwise agreed to by Company and Competitive Retailer. If a Competitive Retailer disputes all or a portion of an invoice, the Competitive Retailer may refuse to pay the disputed amount. If it does so, it shall provide written notice of the dispute to the Company's designated contact under Section 3.9, DESIGNATION OF COMPANY CONTACT PERSONS FOR MATTERS RELATING TO DELIVERY SERVICE and shall include in the notice, at a minimum, an explanation of the disputed portion of the invoice, the basis of the dispute, and a proposed resolution.

Company may dispute the reason for which a Competitive Retailer rejects an invoice as prescribed in Section 4.4.1, CALCULATION AND TRANSMITTAL OF DELIVERY SERVICE INVOICES. Company shall provide written notice of the dispute to the Competitive Retailer's designated contact and shall include in the notice, at a minimum, an explanation of the disputed rejection, the basis of the dispute and a proposed resolution.

Upon notice of a dispute, the responding party shall investigate and respond in writing to the disputing party within ten Business Days of transmittal of the notice. Such response shall include a proposed resolution. Within 20 Business Days of the response, either party may initiate the dispute resolution procedures set forth in Section 4.9, DISPUTE RESOLUTION PROCEDURES.

If Company does not receive notification of a dispute within 11 months from the due date of the invoice in question, said invoice shall be deemed conclusive and binding.

Upon resolution of the dispute, the appropriate adjustments will be reflected on the first subsequent invoice after resolution. If the Competitive Retailer has remitted amounts found to be improperly invoiced, Company shall pay interest on such amounts from the date payment was received by Company until the date of refund of such amounts at the interest rate set in accordance with Tex. Utilities Code Ann. Chapter 183. If the Competitive Retailer has been found to have withheld amounts properly invoiced, Competitive Retailer shall pay interest on the disputed amount from the due date on the invoice at the interest rate set in accordance with TEX. UTIL. CODE ANN. Chapter 183.

If the dispute is resolved in favor of the Company, Company shall not hold Competitive Retailer in default for non-payment of the original invoice based on the original due date. The invoice shall be due within one Business Day of resolution of the dispute.

A Competitive Retailer shall not dispute a methodology used to estimate a Meter Read if the estimation methodology has been approved by the Commission.

4.4.9 SUCCESSOR COMPETITIVE RETAILER

A Competitive Retailer shall not be obligated to pay the delinquent balance of another Competitive Retailer as a condition of providing service to Retail Customers. The prior Competitive Retailer, however, shall in no case be relieved of any previously invoiced charges or late fees incurred in the use of Company's Delivery System.

4.5 SECURITY DEPOSITS AND CREDITWORTHINESS

4.5.1 SECURITY RELATED TO TRANSITION CHARGES

If Company is subject to a financing order, Competitive Retailer shall provide security for Transition Charges in accordance with Schedule TC of this Tariff in addition to other requirements in P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges. For purposes of establishing any required deposit for Transition Charges, a Competitive Retailer shall provide any required deposit within ten calendar days of receipt of the first Valid Invoice from the Company. Company shall ensure that its deposit calculations are reproducible and able to be calculated by Competitive Retailer.

4.5.2 SECURITY RELATED TO OTHER DELIVERY CHARGES

4.5.2.1 DEPOSIT REQUIREMENTS

Except as provided for in Schedule TC of this Tariff and P.U.C. SUBST. R. 25.108, Financial Standards for Retail Electric Providers Regarding the Billing and Collection of Transition Charges, or as provided in PUC Subst. R. 25.107, Certification of Retail Electric Providers, Company shall not require deposits for a Competitive Retailer that has not defaulted under Section 4.6, DEFAULT AND REMEDIES ON DEFAULT, within the past 24 months. If a Competitive Retailer has defaulted under Section 4.6 within the past 24 months, Company shall require the Competitive Retailer to provide a deposit as security for payments of amounts billed under this Tariff. Competitive Retailers who do not provide and maintain the security required by this section shall be considered in default, as provided in Section 4.6.

4.5.2.2 SIZE OF DEPOSIT

Deposits shall be equal to one-sixth of the estimated annual amount to be billed under this Tariff by Company to Competitive Retailer. The computation of the size of a required deposit shall be mutually agreed upon by the Competitive Retailer and Company. The amount of deposit shall be adjusted, if necessary, during the first month of each calendar quarter to ensure that the deposit accurately reflects the required amount.

4.5.2.3 FORM OF DEPOSIT

Deposits under this section shall be in the form of cash, surety bond, letter of credit, affiliate guaranty, or any combination thereof at the Competitive Retailer's option. Competitive Retailer and Company may mutually agree to other forms of security, provided that Company offers such terms on a non-discriminatory basis to all Competitive Retailers. The Company shall be the beneficiary of any affiliate guaranty, surety bond or letter of credit. Providers of affiliate guaranty, surety bonds or letters of credit must have and maintain long-term unsecured credit ratings of not less than "BBB-" or "Baa3" (or equivalent) from Standard and Poor's or Moody's Investor Service, respectively. Other forms of security may be mutually agreed to by Company and Competitive Retailer. If the credit rating of the provider of the surety bond, affiliate guarantee, or letter of credit is downgraded below BBB- or Baa3 (or equivalent), Competitive Retailer must provide a deposit in accordance with this Tariff within ten Business Days of the downgrade.

4.5.2.4 INTEREST

Cash deposits shall accrue interest payable to Competitive Retailer. Company shall pay all interest to Competitive Retailer upon refund of the deposit, or during the quarterly review under Section 4.5.2.2, SIZE OF DEPOSIT, if such interest causes the size of the deposit to exceed the required amount. Interest shall be paid at the Commission-approved interest rate for customer deposits.

4.5.2.5 HISTORICAL DEPOSIT INFORMATION

Company shall maintain records showing the name and address of a depositor, the amount of the deposit, and each transaction concerning the deposit. Records of each unclaimed deposit shall be maintained for at least four years, during which time Company will make reasonable efforts to return the deposit and any accrued interest.

4.5.2.6 REFUND OF DEPOSIT

Deposits, plus any accrued interest, shall be returned to Competitive Retailer after deduction of all charges and other debts that the Competitive Retailer owes Company, including any applicable late fees, when:

(1) Competitive Retailer ceases operations within Company's service territory;

(2) Other arrangements are made for satisfaction of deposit requirements; or
(3) 24 months have elapsed without Competitive Retailer defaulting on any payment obligations, unless Section 4.5.2.1 permits Company to require a deposit.

All unclaimed deposits will be held by Company for four years from the date the Competitive Retailer ceases operations in the Company's service territory.

4.6 DEFAULT AND REMEDIES ON DEFAULT

4.6.1 COMPETITIVE RETAILER DEFAULT

A Competitive Retailer shall be considered to be in default under this Tariff if the Competitive Retailer:

(1) Fails to remit payment to the Company as set forth in Section 4.4.6, DELINQUENT PAYMENTS;
(2) Fails to satisfy any material obligation under this Tariff, including failure to fulfill the security requirements set forth in Section 4.5, SECURITY DEPOSITS AND CREDITWORTHINESS; or
(3) Is no longer certified as a Retail Electric Provider.

4.6.2 REMEDIES ON DEFAULT

4.6.2.1 DEFAULT RELATED TO FAILURE TO REMIT PAYMENT OR MAINTAIN REQUIRED SECURITY

Upon Competitive Retailer's default related to failure to remit payment or maintain required security, Company may pursue any or all of the following remedies:

(1) Apply to delinquent balances Competitive Retailer's cash deposit, if any, and any accrued interest, or seek recourse against any letter of credit or surety bond for the amount of delinquent charges due to Company, including any penalties or interest;
(2) Avail itself of any legal remedies that may be appropriate to recover unpaid amounts and associated penalties or interest;
(3) Implement other mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
(4) Notify the Commission that Competitive Retailer is in default and request suspension or revocation of Competitive Retailer's certificate; and
(5) Require Competitive Retailer to do one of the following:
    (A) Immediately arrange for all future remittances from Retail Customers of the Competitive Retailer in default to be paid into a dedicated account controlled by Company. Amounts collected in a dedicated account shall first be applied to amounts due Company, including any late fees and penalties with remaining amounts released to Competitive Retailer. Competitive Retailer shall bear all costs of such mechanism; or
    (B) Require Competitive Retailer to transition customers to another Competitive Retailer or POLR.

A Competitive Retailer that has defaulted shall choose and notify Company as to which option under (5) above it shall implement, but, if the Competitive Retailer fails to immediately implement one of those options, Company shall immediately implement option (B). If Company or Competitive Retailer chooses option (B), Competitive Retailer shall provide all needed customer information to the POLR within three Business Days so that the POLR can bill Retail Customers. Competitive Retailer shall notify its Retail Customers of its choice of option (A) or (B) as soon as possible.

4.6.2.2 DEFAULT RELATED TO FAILURE TO SATISFY OBLIGATIONS UNDER TARIFF

Upon failure of Competitive Retailer to satisfy material obligations under this Tariff, Company shall provide notice of default to Competitive Retailer that explains the reason(s) for default. Competitive Retailer shall have ten Business Days from the date of receipt of notification to cure such default. Upon the Competitive Retailer's failure to remedy the default by the expiration of the notice period, Company may pursue any or all of the following:

(1) Implement mutually suitable and agreeable arrangements with Competitive Retailer, provided that such arrangements are available to all Competitive Retailers on a non-discriminatory basis;
(2) Notify the Commission that Competitive Retailer is in default and request that certification be suspended or revoked;
(3) Notify the Commission that the Municipally Owned Utility or Electric Cooperative is in default, and request that its Retail Customers in Company's service territory be immediately served by another qualified Competitive Retailer or the POLR.

4.6.2.3 DEFAULT RELATED TO DE-CERTIFICATION

Upon loss of Commission certification as a Retail Electric Provider, Competitive Retailer shall abide by P.U.C. SUBST. R. 25.107, Certification of Retail Electric Providers, with respect to notice and transfer of Retail Customers to another qualified Competitive Retailer or the POLR. In the event Competitive Retailer fails to abide by this rule, the Commission may instruct the Registration Agent to immediately transfer the customers to the POLR.

4.6.3 CURE OF DEFAULT

Upon payment of all past due amounts and associated penalties and late fees, establishment of any security required pursuant to Section 4.5 SECURITY DEPOSITS AND CREDITWORTHINESS, and cure of any failure to fulfill its material obligations under this Tariff, Competitive Retailer will no longer be considered in default and will not be required to comply with Section 4.6, DEFAULT AND REMEDIES ON DEFAULT.

4.7 MEASUREMENT AND METERING OF SERVICE

4.7.1 MEASUREMENT

All charges for electricity consumed or demanded by a Retail Customer shall be based on Meter measurement except where otherwise provided for by the applicable Rate Schedule or this Tariff. Meters for residential Retail Customers shall be Company owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities; otherwise, the Meter shall be owned by the Company.

Company shall provide metering services and provide monthly Meter Reads used for Company billing, billing by a Competitive Retailer and ERCOT settlement in accordance with Applicable Legal Authorities and all standards and protocols adopted by the Independent Organization.

When mutually agreed to by Company and Competitive Retailer, if Retail Customer takes Delivery Service at primary distribution or transmission voltage, Company may meter Delivery Service on the low side of Retail Customer's transformers and adjust measurements to account for losses as set forth in Chapter 6.

4.7.2 METER READING

Company is responsible for reading the Meter on a monthly basis in accordance with the published Meter Reading Schedule. Company must obtain an Actual Meter Reading within two Business Days of the date published in the Meter Reading Schedule, except as otherwise provided herein, and shall submit the Data from the Meter Read to the Registration Agent within three Business Days of the Scheduled Meter Reading date. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Chapter, the Rate Schedules in Section 6.1, RATE SCHEDULES, and Applicable Legal Authorities. Unless otherwise provided in this section or in the Rate Schedule, a Meter Reading shall not be estimated more than three times consecutively. Company shall establish validation procedures that prohibit zero usage and extreme value Meter Readings unless good reason exists for the readings. Company shall ensure that invoices and Meter Reading transactions with zero usage or usage with extreme and unlikely values are not issued to Competitive Retailer or Retail Customer unless Company has good reason to believe that the value is correct.

In any month where the Meter Reading fails the validation process, Company shall perform a Meter re-read at no cost to the Competitive Retailer or Retail Customer.

4.7.2.1 DENIAL OF ACCESS BY RETAIL CUSTOMER

If in any month Retail Customer prohibits access to Company to read the Meter (due to premises being locked, presence of a threatening animal, physical threats to meter reader, or other similar reason), Company shall provide the Retail Customer a door hanger requesting access the following month and informing the Retail Customer of the consequences for continuing to fail to provide access. If there is no door on which to leave a door hanger, Company may leave the door hanger at a point of ingress. If no point of ingress is available, Company may choose not to leave the door hanger and must notify Competitive Retailer of the inability to leave the door hanger. Company shall inform Competitive Retailer that Company was unable to gain access and the reason that Company was unable to gain access, providing enough detail that Competitive Retailer can explain to the Retail Customer and inform Competitive Retailer of the number of consecutive months Company has been denied access by the customer. If the Competitive Retailer is notified that a customer denied access to Company to read the Meter, Competitive Retailer shall contact the Retail Customer to request access for Company the following month and inform the Retail Customer of the consequences for continuing to fail to provide access. Competitive Retailer contact may be either by mail, telephone or door to door contact.

After three consecutive months of denial of access by the Retail Customer to Company to read the Meter the Retail Customer has the following options:

a) Disconnection of service;
b) Installation of a remotely read Meter at the Retail Customer's expense and billed directly by Company to Competitive Retailer; or
c) Relocation of the Meter to make Meter accessible at the Retail Customer's expense.

If Retail Customer does not choose an option, the Competitive Retailer shall choose the option on behalf of the Retail Customer. If the Competitive Retailer does not choose an option, the Company shall choose the option on behalf of the Competitive Retailer and Retail Customer.

Company may continue to estimate a residential Premises or a non-critical load for an additional 60 days in order to implement one of the options.

Company may continue to estimate a non-residential Critical Load Premises for an additional 60 days in order to implement one of the options. If after 60 days, Company has failed to implement an option that provides access, due to the Retail Customer's failure to grant access to implement the solution, Company may charge a fee each month of continued denial of access until an option authorized by this section can be implemented, in accordance with Chapter 6. Company must provide documentation of its attempts to implement the option to the Competitive Retailer, Retail Customer or the Commission upon request.
The requirements of this section shall be effective no later than July 1, 2007.

4.7.2.2 ESTIMATES FOR REASONS OTHER THAN FOR DENIAL OF ACCESS BY RETAIL CUSTOMER

The Company shall not estimate a Meter Reading for a Premises more than three consecutive times when customer has not denied access.
Company's failure to make an Actual Meter Reading for reasons other than the Retail Customer's failure to provide access shall not be considered a break in a series of consecutive months of denial of access under Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER, but shall not be considered a month in which the Retail Customer has denied access.

An estimate performed by Company for the purpose of a mass transition of Retail Customers when Actual Meter Reads are infeasible or Applicable Legal Authorities dictate an estimation shall not be considered a break in a series of consecutive months of estimates, but shall not be considered a month in a series of consecutive estimates performed by Company.

The requirements of this section shall be effective no later than July 1, 2007.

4.7.3 REPORTING MEASUREMENT DATA

Company shall report measurement data for a Point of Delivery as required by this Chapter and Applicable Legal Authorities.

4.7.4 METER TESTING

Company will test the Meters in accordance with the schedule and standards of the American National Standards Institute, Incorporated ("ANSI"), as adopted by the Commission, and P.U.C. SUBST. R. 25.124, Meter Testing. Upon a request by any authorized person in accordance with Applicable Legal Authorities, Company will perform additional tests of the accuracy of the Meter no later than ten Business Days after the request is received, provided the Meter is a self-contained single phase, kWh Meter and subject to obtaining Access as provided in Section 5.4.8, ACCESS TO RETAIL CUSTOMER'S PREMISES and completing any necessary coordination with the Retail Customer or a third party. In the event the Meter is other than a self-contained,

single phase kWh Meter, Company will perform the additional tests no later than 30 calendar days after the request is received. The additional tests will be performed preferably on the Retail Customer's Premises, but may, at Company's discretion, be performed at a Meter test laboratory. The additional tests will be free of charge if the Meter is determined to be outside the accuracy standards established by ANSI or if a test has not been requested and performed in the previous four years, Company will provide a copy of the complete results of that test to the requesting party as soon as possible but within the timeframes allowed for testing of the Meter. Competitive Retailer or Retail Customer may request a new test if one has been performed within the previous four years, but if the Meter tests within ANSI accuracy standards, Company will charge Competitive Retailer for the additional tests in accordance with the Rate Schedules in Section 6.1, RATE SCHEDULES. Following the completion of any additional test, Company will promptly advise the party requesting the test of the date of removal of the Meter, the date of the test, the result of the test, who conducted the test, and where the test was performed. Company will provide more detailed information to customer upon request at no additional charge to the customer.

A Competitive Retailer may request testing of a Non-Company Owned Meter. Company shall invoice any charges resulting from the request, to the Competitive Retailer. If a Non-Company Owned Meter is determined to be outside the accuracy standards established by ANSI, the Company shall remove the Meter and install a replacement Meter. Company must immediately notify Competitive Retailer upon removal of the Meter.

4.7.5 INVOICE ADJUSTMENT DUE TO METER INACCURACY, METER TAMPERING OR THEFT

If any Meter is determined to be non-compliant with the accuracy standards prescribed by Commission rules, Company shall render an adjusted bill pursuant to Commission rules.

4.8 DATA EXCHANGE

Company shall make proprietary Retail Customer information available to Competitive Retailer as prescribed by Applicable Legal Authorities. Company shall not assess separate charges for the provision of the most recent 12 months of Meter Data or load data to Competitive Retailer; however charges may apply for the provision of data beyond the most recent 12 months.

4.8.1 DATA FROM METER READING

Company shall make available to the Registration Agent within three Business Days of the scheduled Meter Reading date, all of the data recorded in the Meter that is used for Company billing and is required by the Retail Customer's settlement profile (such as kWh, kW, kVA) and, if applicable, Power Factor and any Meter Data required by Applicable Legal Authorities for Competitive Retailer to bill the Retail Customer. Competitive Retailer has the right to physical access of the Meter to the same extent Retail Customer has access, in accordance with the provisions of Section 5.10.2, RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS, to obtain Meter Data if:

(1) The Retail Customer authorizes the Competitive Retailer to access the Meter;
(2) Data integrity is not compromised; and
(3) Access is technically feasible.

Metering data, except as specified in Section 4.8.1.3, OUT-OF-CYCLE METER READS, will be sent to the Competitive Retailer in complete billing periods.

All Meter Data values for IDR Meters will contain an associated date/time field as a time stamp. All other Meters will have a date field. All time stamps (both for data points and sets of data) will be reported in CPT. Metering Data values for advanced Meters will contain a date/time field, consistent with protocols implemented through Applicable Legal Authorities.

Unless procedures are established for historical usage information to be provided by the Independent Organization, Company shall provide, in accordance with P.U.C. SUBST. R 25.472, Privacy of Customer Information, and within three Business Days if requested by Competitive Retailer in a switch request, the most recent 12 months of historical usage and/or interval data for a Retail Customer to Competitive Retailer through the appropriate TX SET protocol.

Unless procedures are established for access to historical usage information to be provided by the Independent Organization, Company shall provide access to Retail Customer's historical usage and/or interval data, to Retail Customer and with the Retail Customer's permission, current and/or prospective Competitive Retailers within three Business Days of the receipt of the request. Company shall maintain at least 12 months of usage and/or Demand data for each Premises with a volumetric or Demand Meter and shall also maintain interval data for any Premises for whom Company records interval data. If access is not provided by the Independent Organization, Company shall provide access to this data to IDR customers and advanced meter customers through a web-portal or other means such that the historical data is accessible at any time. If access is not provided by the Independent Organization, Company shall provide access to this data no later than July 1, 2007 to all other non-residential customers through a web-portal or other means such that the historical data is accessible at any time. Company shall ensure confidentiality of customer load data through the assignment of unique customer passwords or personal identification numbers (PINs) released only to the Retail Customer.

4.8.1.1 DATA RELATED TO INTERVAL METERS

Data from interval Meters will be sent as kWh during each interval. The kWh and kW or kVA Demand, as applicable, will be reported for each interval. Each recording interval shall be labeled according to Applicable Legal Authorities.

4.8.1.2 DATA REPORTED BY VOLUMETRIC (kWh) METERS

Data reported by volumetric (kWh) Meters will include: the start-of-period date, usage for period, Demand readings (if available), end-of-period date, and end-of-period reading. Exceptions, which include initial Meter Reads and Meter changes for start-of-period reading, shall be appropriately labeled and provided in accordance with Applicable Legal Authorities.

Upon termination of a Retail Customer's Delivery Service at a particular Point of Delivery through a successfully executed move-out transaction, Company will provide Meter Data to the Registration Agent within three Business Days of the date that the move-out was executed.

4.8.1.3 OUT-OF-CYCLE METER READS

If a Competitive Retailer requests an out-of-cycle Switch, Company shall perform the associated out-of-cycle Meter Read in accordance with the timelines provided in Chapter 6. Out-of-cycle Meter Reads associated with a Retail Customer's change in designated Competitive Retailer shall be provided to both the new and previous Competitive Retailers on the next Business Day following the out-of-cycle Meter Read date. For the

new Competitive Retailer, the billing period begins with the out-of-cycle Meter Read, and for the previous Competitive Retailer, the billing period ends with the out-of-cycle Meter Read.

Out-of-cycle Meter Reads not associated with a Retail Customer's change in Competitive Retailer (Meter Re-reads) shall be performed and the new reading shall be transmitted to Competitive Retailer within five Business Days of the receipt of the request. If, based upon the re-read, it is determined that the original monthly Meter Read was in error, the Meter Read and Billing Determinants for that billing period shall be corrected in accordance with Section 4.4.3, INVOICE CORRECTIONS, and no Discretionary Service charge will be applied by Company. If the re-read determines that the Original Meter Read was correct, a charge may be assessed for the re-read in accordance with Chapter 6.

4.8.1.4 ESTIMATED USAGE

Company is responsible for reading Meter on a monthly basis in accordance with the published Meter Reading Schedule. If an Actual Meter Reading is not obtained, Company shall estimate the Meter Reading for invoicing purposes in accordance with this Tariff and Company shall provide the reason for the estimation. In no event shall such estimate equal zero for a known active Meter, nor equal or exceed double the previous non-estimated month's usage unless Company has good reason to believe that this value is a reasonable estimate and can provide its reason upon request to Competitive Retailer.

Any electronic transaction transmitting an estimated Meter Reading to Competitive Retailer shall clearly denote that the Meter Reading is an estimate and include an explanation of the reason for the estimation. When an Actual Meter Reading is taken after two or more consecutive months of estimation, Company shall allocate any over or under-estimated usage over the entire estimation period. The allocation shall be based on the average daily consumption for the Retail Customer for the period between Actual Meter Reads. Estimated usage must be identified as "Estimated" in the SET transactions. If requested, Company shall provide the estimation method used. If an estimation methodology is developed by the Commission or other Applicable Legal Authority, Company shall use that methodology.

A Meter Reading for an IDR Meter shall not be considered an Estimated Meter Reading if an Actual Reading was obtained and Company had to estimate a limited number of intervals of data to fill in gaps in the data collected.

The requirement of this section that Company provide the reason for the estimation to Competitive Retailer on an electronic transaction shall be effective no later than July 1, 2007.

4.8.1.5 METER/BILLING DETERMINANT CHANGES

Upon a Meter change, the data for each Meter shall be reported as a separate set of data within a single SET corresponding to the Retail Customer's billing period.

If a Meter is replaced, an estimation of Meter Data may be made. The period of estimated Meter Data will be reported with the old Meter number.

If changes occur in Rate Schedule Billing Determinants, the new Billing Determinants will not become part of billing until the new Billing Determinants are available for a full Meter Read cycle.

4.8.2 DATA FOR UNMETERED LOADS

For unmetered service, the following standards apply:

(1) One usage value will be posted for an account, which may encompass multiple Points of Delivery;
(2) If a change in an account's inventory of Points of Delivery is discovered for a past billing period, the entire amount of usage for the account should be reported as an adjustment; and
(3) If an account goes from unmetered to metered service, metered usage starts with the first full billing cycle after the Meter is installed.

4.8.3 ADJUSTMENTS TO PREVIOUSLY TRANSMITTED DATA

Re-sending or adjusting of previously transmitted data arises from data maintenance activities (e.g., response to inquiries, needs to restore data files, and responses to problems with posted data) and Meter maintenance activities (e.g., adjustments as improved information becomes available due to discovery of incorrect reads, crossed Meters, non-registering Meters, slow or fast Meters, incorrect multipliers, etc.). New requirements regarding the labeling of replacement data established by paragraphs (1) and (2) shall be implemented not later than July 1, 2007.

The following standards apply to such previously transmitted data:

(1) When corrections are made to previously sent data, the original SET shall be first cancelled. A replacement SET of data (labeled as replacement data) is then transmitted within one Business Day of the cancelled data;
(2) When corrections are made to previously sent data, the complete set of data pertaining to a Meter and billing cycle will be provided in the replacement transaction. When sending or correcting data, each billing cycle for the affected Meter will be in a distinct data set in the SET. Only the data for the affected billing cycle and Meter will be transmitted;
(3) In the case of "crossed Meters," in which Meter numbers have been incorrectly reported for sets of usage data, the original SET will be cancelled and a new SET transmitted that correctly reports the data, ESI ID, and other associated data;
(4) Company will make corrected data available to the original recipients in a timely manner no matter when the correction is made;
(5) Company shall provide a reason for any correction to Competitive Retailer when the adjustment is made; and
(6) All transactions containing corrections must be sent in accordance with TX SET standards as set forth in TX SET Implementation Guidelines and Commission rules.

4.8.4 DATA EXCHANGE PROTOCOLS

The following standards and protocols are a baseline, or minimum set, necessary to facilitate data exchange between parties. Parties shall also comply with data exchange protocols established by the Commission or Independent Organization.

(1) A uniform premise identifier number, ESI ID, will be utilized by the Company;
(2) The ESI ID number will be used in all data exchanges specific to related premise data transactions;

(3) ESI ID is a unique, permanent, and non-intelligent number, used to facilitate communications in an unbundled electric market. The format shall be as determined by the protocols adopted by the Independent Organization; and
(4) An ESI ID will be assigned by the Company for each Point of Delivery in accordance with protocols adopted by the Independent Organization.

4.9 DISPUTE RESOLUTION PROCEDURES

4.9.1 COMPLAINT PROCEDURES

For complaints about Delivery Service including billing disputes, Competitive Retailer may contact the Company during normal business hours.

Company and Competitive Retailer shall use good-faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation or interpretation of this Tariff and/or the activities relating to retail access. Unless otherwise provided for in this Tariff, all disputes shall be conducted pursuant to the following procedures:

(1) Company or Competitive Retailer may initiate the dispute process by presenting to the other party a notice of the dispute/complaint in writing, unless the dispute involves an invoice and notice has already been given under Section 4.4.8, INVOICE DISPUTES. Notice shall include, at a minimum, a clear description of the dispute, the nature of the dispute, a contact name and telephone number, and a proposed resolution;
(2) Disputes shall be referred as promptly as practicable to a designated senior representative of each of the parties for resolution on an informal basis;
(3) The receiving party shall investigate the complaint and provide a response to the complaining party and a proposed resolution in writing as soon as possible, but not later than ten Business Days following receipt of the complaint;
(4) In the event that the designated representatives are unable to resolve the dispute within 30 calendar days, from the date of the complaining party's initial notice under this Section, such dispute, by mutual agreement, may be referred to mediation or be submitted to binding arbitration and resolved in accordance with the current Commercial Arbitration Rules of the American Arbitration Association; and
(5) In the event that binding arbitration is not chosen and resolution is not obtained within 30 calendar days after the initial notice or another mutually agreed upon timeline, an affected party may file a complaint with the Commission.

4.9.2 COMPLAINT WITH REGULATORY AUTHORITY

Nothing in this section shall restrict the rights of Company or Competitive Retailer to file a complaint with the Commission, or to exercise all other legal rights and remedies.

4.10 SERVICE INQUIRIES

Competitive Retailer may contact Company regarding the Delivery Service in situations that include, but are not limited to, the following:

(1) Inquiries regarding site specific Delivery Services;
(2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery;
(3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics; or

(4) Initiation of Delivery System Service to Retail Customer.

A Competitive Retailer seeking information about the above items may contact Company as appropriate during normal business hours.

4.11 OUTAGE AND SERVICE REQUEST REPORTING

4.11.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REQUESTS

Competitive Retailer shall be responsible for informing its Retail Customers how to report interruptions, irregularities, outages, and how to report service requests. Competitive Retailer shall meet this obligation in one of three ways:

(1) Competitive Retailer may direct Retail Customers to call the Competitive Retailer for such reporting or requests and electronically forward outage information to the Company. Such arrangements shall ensure that all necessary information is communicated in a manner such that Company can respond to requests in a timely fashion and that Competitive Retailers are kept informed of the status of restoration efforts and service requests;
(2) Competitive Retailer may direct Retail Customer to call Competitive Retailer for such reporting or requests and then forward the call to Company; or
(3) Competitive Retailer may direct Retail Customers to directly call Company to make such reports or requests.

Competitive Retailer choosing option (1) must ensure that all necessary information is electronically communicated to Company in a timely manner using the appropriate TX SET protocol or other communication alternative agreed to by Company and Competitive Retailer, so as not to unnecessarily delay Company's response. Upon notification by a Competitive Retailer that the Competitive Retailer plans to forward outage information or service order requests to Company electronically, Company shall be capable of receiving data electronically from Competitive Retailer within 18 months, unless mutually agreed otherwise by Company and Competitive Retailer or Company obtains a waiver from the Commission. The data necessary includes the following information:

(1) Customer name, and if different, contact name;
(2) Contact phone number;
(3) ESI ID;
(4) Service address (including City and zip code) and directions to location when necessary; and
(5) Description of problem or requested service.

A Competitive Retailer choosing option (2) shall ensure that calls are properly forwarded to a Company supplied toll free telephone number. A Competitive Retailer choosing option (3) shall provide Retail Customers, in accordance with the Commission's customer protection rules, with the Company supplied toll free telephone number and indicate that Retail Customer should call this number for interruptions, irregularities, outages and/or service requests.

A Competitive Retailer choosing option (2) or (3) shall make arrangements with the Company to pre-authorize any service requests for which the Company will invoice the Competitive Retailer before such requests are performed. A Competitive Retailer who does not make other arrangements shall be deemed to have pre-authorized all service requests from Retail

Customers. Company shall not act in a discriminatory manner in making such arrangements with Competitive Retailers.

Competitive Retailer shall designate in the Delivery Service Agreement Form (Appendix A to this Tariff) which one of the three options it will select as its primary method for reporting interruptions, irregularities, outages, and which one of the three options it will select as its primary method for making service repair requests. Nothing in this section is meant to restrict a Competitive Retailer who has chosen to utilize option (1) or (2) for the majority of their Retail Customers to allow a Retail Customer with special needs to directly contact the Company if agreed to by the Competitive Retailer and Retail Customer, provided that Competitive Retailer abides by the conditions prescribed by this section for choosing option (3) for that Retail Customer.

Company shall notify Competitive Retailers choosing option (2) or (3) of any change in the Company supplied telephone number 60 days in advance of such change.

4.11.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and, if authorized by the Commission, charge Competitive Retailer a fee for the Service Call pursuant to the applicable Rate Schedule.

Chapter 5: Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers

5.1 GENERAL

5.1.1 APPLICABILITY OF CHAPTER

This Chapter governs the terms of access and conditions of the provision of Delivery Service by Company to Retail Customers, whether the Retail Customer has entered into a Service Agreement or not. This Tariff also applies to Retail Customers receiving Delivery Service unlawfully or pursuant to unauthorized use.

5.1.2 COMPANY CONTACT INFORMATION

Notices and other communications by Retail Customer to Company shall be addressed to:

Sr. Vice President and Chief Customer Officer
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 7th Floor
Dallas, Texas 75202-1234
1-888-313-6862

5.2 LIMITS ON LIABILITY

5.2.1 LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS

This Tariff is not intended to limit the liability of Company or Retail Customer for damages except as expressly provided in this Tariff.

Company will make reasonable provisions to supply steady and continuous Delivery Service, but does not guarantee the Delivery Service against fluctuations or interruptions. Company will not be liable for any damages, whether direct or consequential, including, without limitation, loss of profits, loss of revenue, or loss of production capacity, occasioned by fluctuations or interruptions unless it be shown that Company has not made reasonable provision to supply steady and continuous Delivery Service, consistent with the Retail Customer's class of service, and in the event of a failure to make such reasonable provisions, whether as a result of negligence or otherwise, Company's liability shall be limited to the cost of necessary repairs of physical damage proximately caused by the service failure to those electrical delivery facilities of Retail Customer which were then equipped with the protective safeguards recommended or required by the then current edition of the National Electrical Code.

However, if damages result from fluctuations or interruptions in Delivery Service that are caused by Company's or Retail Customer's gross negligence or intentional misconduct, this Tariff shall not preclude recovery of appropriate damages when legally due.

5.2.2 LIMITATION OF DUTY AND LIABILITY OF COMPETITIVE RETAILER

Competitive Retailer has no ownership, right of control, or duty to Company, Retail Customer or other third party, regarding the design, construction or operation of

Company's Delivery System. Competitive Retailer shall not be liable to any person or entity for any damages, direct, indirect or consequential, including, but without limitation, loss of business, loss of profits or revenue, or loss of production capacity, occasioned by any fluctuations or interruptions of Delivery Service caused, in whole or in part, by the design, construction or operation of Company's Delivery System.

5.2.3 DUTY TO AVOID OR MITIGATE DAMAGES

Company and Retail Customer shall use reasonable efforts to avoid or mitigate its damages or losses suffered as a result of the other's culpable behavior under Section 5.2.1, LIABILITY BETWEEN COMPANY AND RETAIL CUSTOMERS.

5.2.4 FORCE MAJEURE

Neither Company nor Competitive Retailer shall be liable for damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good-faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

5.2.5 EMERGENCIES AND NECESSARY INTERRUPTIONS

Company may curtail, reduce voltage, or interrupt Delivery Service in the event of an emergency arising anywhere on the Delivery System or the interconnected systems of which it is a part, when the emergency poses a threat to the integrity of its system or the systems to which it is directly or indirectly connected if, in its sole judgment, such action may prevent or alleviate the emergency condition. Company may interrupt service when necessary, in Company's sole judgment, for inspection, test, repair, or changes in Company's Delivery System, or when such interruption will lessen or remove possible danger to life or property, or will aid in the restoration of Delivery Service.

Company shall provide advance notice to Retail Customer's Competitive Retailer, if reasonably possible. Such notice may be made by electronic notice to all certificated Competitive Retailers operating within Company's service territory, specifically identifying the location, time and expected duration of outage. Notice shall also be provided, if reasonably possible, to those Retail Customers designated as critical care residential customers, chronic condition residential customers, critical load industrial customers, or critical load public safety customers. If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customers under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497.

Nothing herein shall prevent the Company from being liable if found to be grossly negligent or to have committed intentional misconduct with respect to its exercise of its authority in this Tariff.

The operation of BPL shall not interfere with or diminish the reliability of Company's Delivery System. Should a disruption in the provision of Delivery Service occur due to BPL, Company shall prioritize restoration of Delivery Service prior to restoration of BPL-related systems.

5.2.6 LIMITATION OF WARRANTIES BY COMPANY

Company makes no warranties with regard to the provision of Delivery Service and disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

5.3 SERVICE

Company shall provide Delivery Service pursuant to the terms and conditions of this Tariff to any Retail Customer within Company's certificated service territory requiring such service. Except as required for Construction Services or other unique Delivery Service needs, Retail Customer should contact Retail Customer's designated Competitive Retailer for all matters relating to the provision of Delivery Service.

5.3.1 INITIATION OF DELIVERY SYSTEM SERVICE (SERVICE CONNECTION)

For the purposes of this section, "initiation of Delivery System Service" refers to the actions taken by Company to energize Retail Customer's connection to the Delivery System.

5.3.1.1 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED

Where existing Company facilities will be used for Delivery System Service and no Construction Service is needed, Company shall initiate Delivery System Service for Retail Customer if requested by Competitive Retailer through the Registration Agent unless:

(1) The Retail Customer's electrical installation is known to be hazardous under applicable Codes, or is of such character that satisfactory Delivery System Service cannot be provided consistent with Good Utility Practice, or interferes with the service of other Retail Customers; or unless a known dangerous condition exists as long as it exists; or

(2) The Competitive Retailer is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY or the Competitive Retailer or Retail Customer is in default under this Tariff. Retail Customer is considered to be in default if Retail Customer fails to satisfy any material obligation under this Tariff after being given notice of the failure and at least ten days to cure.

The Retail Customer is responsible for selecting an eligible Competitive Retailer. Company shall direct Retail Customer to the Commission for a list of eligible Competitive Retailers or to other sources of information subject to Commission's Code of Conduct rules, if requested.

Requests for new Delivery System Service which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.

5.3.1.2 INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE REQUIRED

Where Construction Services are required prior to the initiation of Delivery System Service, Retail Customer may contact Company directly to make arrangements for such service. All such requests shall be governed by the provisions in Section 5.7, FACILITIES EXTENSION POLICY. After completion of Construction Service, Company shall initiate Delivery System Service in accordance with Section 5.3.1.1, INITIATION OF DELIVERY SYSTEM SERVICE WHERE CONSTRUCTION SERVICES ARE NOT REQUIRED.

5.3.2 REQUESTS FOR CONSTRUCTION SERVICES

All Construction Service requests must include the following information:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) ESI ID, if in existence and available;
(4) Service address (including City and zip code), directions to location, and access instructions when appropriate;
(5) Construction Services requested; and
(6) Date requested for Company to perform or provide Construction Service.

Company will contact the person designated in the request within two Business Days to make necessary arrangements for Construction Services pursuant to Section 5.7, FACILITIES EXTENSION POLICY and Section 5.10, METER. If a new ESI ID is required, Company shall establish the new ESI ID for the Point of Delivery and transmit the appropriate TX SET transaction to the Registration Agent prior to the commencement of Construction Services.

5.3.3 CHANGING OF DESIGNATED COMPETITIVE RETAILER

Company shall change a Retail Customer's designated Competitive Retailer upon receipt of proper notification from the Registration Agent, in accordance with the Applicable Legal Authorities, unless the new Competitive Retailer is in default under the Tariff or is not eligible for Delivery Service under Section 4.3.1, ELIGIBILITY, of this Tariff. Company shall release proprietary customer information to a Competitive Retailer in a manner prescribed by Applicable Legal Authorities.

5.3.4 SWITCHING FEES AND SWITCHOVERS

Company shall not charge Retail Customer for a change in designation of Retail Customer's Competitive Retailer. Company shall charge Retail Customer for a switchover to another distribution utility in accordance with Section 6.1, RATE SCHEDULES, of this Tariff.

5.3.5 IDENTIFICATION OF THE PREMISES AND SELECTION OF RATE SCHEDULES

The establishment, assignment and maintenance of ESI IDs shall be as determined by Applicable Legal Authorities. In addition, Company shall:

1. Assign a unique ESI ID for each Point of Delivery, or in the case of non-Metered load, a unique ESI ID to each Premises, in accordance with Applicable Legal Authorities;

2. Establish separate and distinct ESI IDs for temporary and permanent service. The temporary ESI ID shall be retired after all market transactions associated with the temporary ESI ID have been completed. If the temporary meter has been used for the same Premises for which the permanent meter will be used, the same ESI ID may be used for temporary and permanent service;
3. Identify, assign, and maintain ESI IDs with the appropriate load profile, Meter Reading cycle, and other information necessary for accurate settlement of the wholesale market, unless such functions are undertaken by the Independent Organization;
4. Notify the Competitive Retailer and Independent Organization, using the appropriate TX SET transaction, of revisions in the assignment of a Rate Schedule; and
5. Maintain accurate United States Postal Service compliant services addresses, when available, to comply with Applicable Legal Authorities. Not later than July 1, 2007, when there are two or more ESI IDs for the same service address, the service address shall include information to distinguish between the Points of Delivery at the service address.

The Rate Schedules included in this Tariff state the conditions under which Company's Delivery Services are available and the applicable rates for each Delivery Service. For service to a new Retail Customer at an existing Premises, Company shall reset all Demand ratchets and Retail Customer's Billing Demand and charges for Delivery Service shall not be determined based upon Premises history not associated with the new Retail Customer or on Retail Customer's previous history at a prior location unless Company's current base rates were set based on the assumption that the Demand ratchet would not be reset, in which case, Company shall begin resetting Demand ratchets no later than the conclusion of its next general rate case. Retail Customer may, if directed by Competitive Retailer, contact the Company to discuss the appropriate Rate Schedule for the Retail Customer. If requested, Company will assist Retail Customer in selecting the Rate Schedule that is best suited to existing or anticipated Delivery Service requirements. However, Company does not assume responsibility for the selection of the Rate Schedule or for any failure to select the most appropriate Rate Schedule for Retail Customer's Delivery Service requirements. Company shall direct Retail Customer to its Competitive Retailer to initiate any changes in Rate Schedule selection.

Retail Customer shall notify its Competitive Retailer, who will in turn notify Company, of any factors affecting Retail Customer's Electrical Installation or use of Premises that may affect the applicability of a Rate Schedule. Company may change a Retail Customer's Rate Schedule if Company is made aware that the Retail Customer is no longer eligible to receive service under its current Rate Schedule.

5.3.6 CHANGES IN RATE SCHEDULES

Unless a change in Rate Schedule is requested as a result of a change in Company's facilities or the Meter used to serve Retail Customer, or unless the change in Rate Schedule requires a different billing methodology, any change in a Rate Schedule selection shall be applicable for the entire billing cycle in which the change in Rate Schedule was requested if the request is made at least two Business Days before the Meter Read date for that Retail Customer. If a change in Company's facilities or Meter used to serve Retail Customer occurs, or if the change in Rate Schedule requires a different billing methodology or different Billing Determinants, then the change shall be effective in the next full billing cycle.

5.3.7 SUSPENSION OF SERVICE

5.3.7.1 SUSPENSIONS WITHOUT PRIOR NOTICE

Company may, without prior notice, intentionally suspend Delivery Service to Retail Customer where a known dangerous condition exists and for as long as it exists, provided that such suspension does not result in another dangerous or life-threatening condition. Where reasonable, given the nature of the hazardous condition, Company shall post a notice of disconnection and the reason for the disconnection at the place of common entry or upon the front door of each Retail Customer as soon as possible after service has been disconnected.

Company may also suspend service when such suspension is authorized by Applicable Legal Authorities.

Where Company expects that large numbers of Retail Customers will be affected by a suspension for a significant amount of time, Company will notify Retail Customers about the suspension through the use of door hangers, letters, personal canvassing, news media, or other appropriate methods.

If Retail Customer believes it qualifies for designation as a critical care residential customer, chronic condition residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. SUBST. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. SUBST. R. 25.497. Notice of a suspension of service shall be provided to Retail Customers currently designated as critical care, or chronic condition, or critical load if reasonably possible.

Nothing in this section is intended to take precedence over the timely restoration of service.

5.3.7.2 NOTICED SUSPENSION NOT RELATED TO EMERGENCIES OR NECESSARY INTERRUPTIONS

Company may suspend Delivery Service to Retail Customer upon notice to Retail Customer's Competitive Retailer:

(1) In the event of unauthorized use, connection or reconnection, or diversion of service, or Tampering with the Meter or equipment, or bypassing same;

(2) In the event of Retail Customer's violation of the provisions of Company's Tariff pertaining to the use of Delivery Service in a manner which interferes with the Delivery Service of others, or the operation of nonstandard equipment, or as otherwise specified by written agreement, and a reasonable opportunity has been provided to remedy the situation;

(3) Upon Retail Customer's failure to comply with the terms of any written agreement made between Company and Retail Customer, or upon default of Retail Customer under such an agreement, or upon failure to pay any charges billed by Company directly to Retail Customer pursuant to Section 5.8.2, BILLING TO RETAIL CUSTOMER BY COMPANY, after a reasonable opportunity has been provided to remedy the failure;

(4) For Retail Customer's failure to provide Company with reasonable access to Company's facilities and the Meter located on Retail Customer's Premises after a reasonable opportunity has been provided to remedy the situation; or

(5) Upon Company's receipt of a notice requiring such action, in the form and from the party specified by the Applicable Legal Authorities. Company will not be responsible for monitoring or reviewing the appropriateness of any such notice, except as provided in Section 5.3.7.4, PROHIBITED SUSPENSION OR DISCONNECTION.

5.3.7.3 RESTORATION OF SERVICE

Company will conduct restoration efforts as soon as possible following the alleviation or correction of the conditions that cause a suspension or disconnection and provide notice to Retail Customer's Competitive Retailer as soon as practicably possible.

5.3.7.4 PROHIBITED SUSPENSION OR DISCONNECTION

(1) Except in the case of suspensions of service related to dangerous conditions, clearance requests, or move-out requests, Company shall not disconnect or suspend Delivery Service to Retail Customer in the following situations:

(A) On a day, or on a day immediately preceding a day, when personnel of Company are not available to the public for the purpose of reconnecting Delivery Service;

(B) For delinquency of payment to Company by Retail Customer's Competitive Retailer;

(C) During "extreme weather conditions" as defined in the Commission's customer protection rules;

(D) At a permanent, individually metered dwelling unit of a Retail Customer for non-payment of amounts billed directly to Retail Customer by Company pursuant to the Company's Tariff, when that Retail Customer establishes that disconnection of Delivery Service will cause some person residing at that residence to become seriously ill or more seriously ill.

(i) Each time a Retail Customer seeks to avoid disconnection of Delivery Service under subsection (D), the Retail Customer must accomplish all of the following by the stated date of disconnection:

(I) have the subject person's attending physician (for purposes of this subsection the term "physician" shall mean any public health official, including, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the Company by the date of the disconnection;

(II) have the subject person's attending physician submit a written statement to Company; and

(III) enter into a deferred payment plan.

(ii) The prohibition against Delivery Service disconnection provided by subsection (D) shall last 63 days from the issuance of the bill by Company or a shorter period as agreed upon by Company and Retail Customer or subject person's physician; or

(E) When the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical care residential customer, unless all of the procedures required by Company pursuant to P.U.C. Subst. R. 25.497 and P.U.C. Subst. R. 25.483 have been completed; or when the disconnection is authorized by the REP as a disconnection for nonpayment of electric service and Retail Customer is designated as a critical load industrial customer or a critical load public safety

customer, unless all Company-established processes are followed. If Retail Customer believes it qualifies for designation as a critical care residential customer, critical load industrial customer, or critical load public safety customer under P.U.C. Subst. R. 25.497, Retail Customer may apply for designation as provided in P.U.C. Subst. R. 25.497.

5.3.8 DISCONNECTION AND RECONNECTION OF SERVICE TO RETAIL CUSTOMER'S FACILITIES

At the request of Retail Customer, or Retail Customer's designated Competitive Retailer, for Retail Customer related construction, alteration, emergency, or other temporary clearance, Company shall disconnect Retail Customer's facilities in accordance with Chapter 6.

Competitive Retailer may request disconnection for non-payment by Retail Customer or reconnection thereafter as authorized by the Commission's customer protection rules. Company shall disconnect and reconnect Retail Customer's Premises upon request by a Competitive Retailer authorized to do so.

5.4 ELECTRICAL INSTALLATION AND RESPONSIBILITIES

5.4.1 RETAIL CUSTOMER'S ELECTRICAL INSTALLATION AND ACCESS

Retail Customer is responsible for the design, installation, operation, protection, and maintenance of electric facilities beyond the Point of Delivery, and Company shall have no responsibility therefore, except for if Meter is maintained by Company. Retail Customer's Electrical Installation for receiving Electric Power and Energy must be installed in accordance with Company's specifications for electric installation, which are available upon request at Company's business offices located in the specific area where Delivery Service is desired. Retail Customer will install and maintain all of its lines and equipment in accordance with Good Utility Practice, all applicable lawful regulations and Codes, and in such condition and manner as not to endanger persons or property, or to cause impairment of Company's Delivery Service to Retail Customer or others. Retail Customer assumes responsibility for Electric Power and Energy delivered to Retail Customer at and past the Point of Delivery in accordance with Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD.

5.4.2 INSPECTION AND APPROVAL OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION

In those locations where an ordinance requires Retail Customer to obtain a certificate of inspection and acceptance or a permit, Retail Customer will obtain all necessary permits and certificates of inspection covering its electrical installation. Company will not interconnect its Delivery System facilities with Retail Customer's Electrical Installation until Company receives notification of approval of Retail Customer's Electrical Installation by the proper authority.

Company does not assume any duty of inspecting Retail Customer's lines, wires, switches, or other equipment. Without limiting the provisions of the foregoing sentence, Company may decline to interconnect its Delivery System facilities with any of Retail Customer's Electrical Installation that is known to be hazardous under applicable Codes or that is of such character that satisfactory Delivery Service cannot be provided consistent with Good Utility Practice, or where a known dangerous condition exists and for as long as it exists.

5.4.3 LOCATION OF POINT OF DELIVERY AND RETAIL CUSTOMER'S ELECTRIC INSTALLATION

Retail Customer's Electrical Installation must be arranged so that the location of the Point of Delivery allows Company to provide safe and reliable Delivery Service, taking into consideration the location of existing Company facilities and construction needed to connect Retail Customer's Electric Installation to Company system.

Any change from the Company-approved Point of Delivery may be subject to a Discretionary Service Charge pursuant to Section 6.1, RATE SCHEDULES.

In the event Company is required by Applicable Legal Authorities to relocate any of its facilities, Retail Customer will, at Retail Customer's expense, relocate or change Retail Customer's Electrical Installation as required.

5.4.4 CONNECTION OF RETAIL CUSTOMER'S ELECTRICAL INSTALLATION TO COMPANY FACILITIES

Only personnel authorized by Company are permitted to make, energize, or de-energize connections between Company facilities and Retail Customer's Electrical Installation.

5.4.5 PROVISIONS FOR COMPANY FACILITIES AND EQUIPMENT AND THE METER

Retail Customer must grant to or secure for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer necessary for Company to install Delivery System facilities for the sole purpose of delivering Electric Power and Energy to Retail Customer. Retail Customer must provide, without cost to Company, suitable space on Retail Customer's Premises for the installation of Delivery System facilities necessary to deliver Electric Power and Energy to Retail Customer and for installation of Metering Equipment and the Meter pursuant to Section 5.10, METER.

5.4.6 RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES

Consistent with Section 5.2, LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), Retail Customer shall have a duty to exercise reasonable care not to damage Company Delivery System facilities on Retail Customer's Premises and shall not be considered to be a bailee or to have possession of those facilities.

Retail Customer shall not Tamper with Company's facilities or the Meter on Retail Customer's Premises. ***Company shall not be liable to Retail Customer for any injuries that result from such Tampering.*** Loss of, or damage to, Company Delivery System facilities on Retail Customer's Premises caused by or arising out of Retail Customer's Tampering or failure to exercise reasonable care not to damage such facilities shall be subject to the provisions of Section 5.2, LIMITS ON LIABILITY. Charges for such loss or damage shall be consistent with Section 6.1, RATE SCHEDULES.

The Retail Customer's authorization of the use of the Meter by a third party or designation of a Meter Owner does not relieve the Retail Customer of its obligations with regard to exercising care of the Delivery System or of prohibitions against Tampering with the Meter. Additionally, consistent with Section 6.1, RATE SCHEDULES, the Company may assess charges to Retail Customer for any damage or loss caused by the Retail Customer or by parties to whom Retail Customer has authorized to access the Meter.

Company shall repair any street light or security light within 15 calendar days of receipt of a repair request from either the Retail Customer or Competitive Retailer unless otherwise provided in the Rate Schedules that pertain to lighting.

5.4.7 UNAUTHORIZED USE OF DELIVERY SYSTEM

In the event of use or attempted use of the Delivery System, without Company's authorization, whether by Tampering with Meter or Metering Equipment or by any other means, Delivery Service may be suspended by Company. Company must comply with all Applicable Legal Authorities and Section 5.3.7, SUSPENSION OF SERVICE. A person found to be using the Delivery System without authorization must pay the charge for restoring Delivery Service as provided in Company's Rate Schedules under which that person would normally receive Delivery Service and may be required to pay all charges, including the following, before Delivery Service will be restored or initiated:

(1) The Delivery Charges associated with the estimated amount of electricity delivered without Company authorization, which may be estimated based on amounts used under similar conditions during preceding years. Where no previous usage history exists at the same Premises, consumption may be estimated on the basis of usage levels of similar Retail Customers at similar Premises under similar conditions;
(2) The cost of replacement or repair of any damaged Meter and associated Company equipment;
(3) The cost of installment of protective facilities or of relocation of Meter, if necessary to prevent further unauthorized use; and
(4) All other costs associated with the investigation and correction of the unauthorized use.

5.4.8 ACCESS TO RETAIL CUSTOMER'S PREMISES

Company's duly authorized representatives have the right of access to Retail Customer's Premises at all reasonable hours, or at any hour if for the sole purpose of restoring Delivery Service, to: inspect, erect, install, maintain, upgrade, convert, remove, or replace Company's wiring apparatus and other facilities; read the Meter; and perform other activities necessary to provide Delivery Service, including tree trimming and tree removal where such trees in the opinion of Company constitute a hazard to Company personnel or facilities, or to the provision of continuous Delivery Service, provided, however, that such representatives comply with all applicable site-specific safety requirements which have been communicated by Retail Customer in writing to Company. Such personnel must exhibit a photo-identification badge to gain access. Failure to provide access may result in suspension of Delivery Service and/or additional charges under the appropriate Commission approved Tariff that shall be billed to Retail Customer's designated Competitive Retailer. Company will notify Retail Customer's designated Competitive Retailer of Retail Customer's failure to provide access. Retail Customer shall not grant access to the facilities of Company and the Meter except to authorized Company representatives.

5.5 RETAIL CUSTOMER'S ELECTRICAL LOAD

5.5.1 LOAD BALANCE

If a Retail Customer takes multi-phase Delivery Service, Retail Customer must take reasonable actions to control the use of Electric Power and Energy so that Retail Customer's Electrical Load at the Point of Delivery is in reasonable balance.

5.5.2 INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS

Retail Customer shall not, without Company's consent, connect or operate equipment that produces voltage fluctuations, interference or distorted wave forms that adversely affect Delivery Service to other Retail Customers or that may be detrimental to the Delivery System. Such equipment includes, but is not limited to, spot and arc welding machines, X-ray machines, arc-furnaces, variable speed drives, elevators, dredges, locomotives, shovels, feed grinders, etc. Retail Customer contemplating the installation of such equipment must make specific prior arrangements through Competitive Retailer, or if directed by Competitive Retailer, with the Company directly. As part of such arrangements, Company may require the installation on Retail Customer's side of the Meter, of suitable apparatus, including additional transformer capacity or other equipment designed specifically to reasonably limit such adverse effect. Any such equipment provided by Company on the Delivery System (which may or may not be dedicated solely to such Retail Customer) to correct such adverse effects shall be treated as a Discretionary Service that is subject to the applicable Rate Schedule contained in Section 6.1, RATE SCHEDULES.

Company shall comply with the procedures described in P.U.C. SUBST. R. 25.51, Power Quality.

Where intermittent electrical loads or load control devices are a part of Retail Customer's installation, Company may determine through a methodology approved by the Commission, the billing Demand associated with the Retail Customer's Premises on the basis of a time interval which is shorter than that specified in Company's Rate Schedule under which Retail Customer is receiving Delivery Service.

5.5.3 EQUIPMENT SENSITIVE TO VOLTAGE AND WAVE FORMS

Retail Customers planning the installation of electric equipment such as computers, communication equipment, electronic control devices, motors etc., the performance of which may be adversely affected by voltage fluctuations, distorted 60 hertz wave forms, or single phase events, are responsible for providing and installing the necessary facilities, including protective equipment, to limit these adverse effects.

5.5.4 CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD

Retail Customer, or Competitive Retailer at the request of Retail Customer, shall notify Company when Retail Customer's Electrical Load or contracted Demand is to be changed substantially so that Company may ensure its facilities are adequate. In the event Retail Customer adds electrical load at Retail Customer's installation that results in the use of Delivery Service in excess of the maximum capacity of the Delivery System facilities serving Retail Customer, Retail Customer is subject to liability pursuant to Section 5.2, LIMITS ON LIABILITY for any damage to Company's facilities resulting from the use of Delivery Service in excess of such maximum.

5.5.5 POWER FACTOR

If the Power Factor of Retail Customer's load is found to be less than 95% lagging as measured at the Meter, Company may require Retail Customer to arrange for the installation of appropriate equipment on Retail Customer's side of the Meter necessary to correct Retail Customer's Power Factor between unity and 95% lagging as measured at Meter, or, if Retail Customer fails to correct its Power Factor consistent with this standard, the demand associated with Retail Customer's use of Delivery Service, as determined in the appropriate Rate Schedules in Section 6.1 RATE SCHEDULES, may be increased according to the following formulas:
(1) Calculation of Power Factor Adjusted NCP kW.
The NCP kW applicable under the Monthly Rate section shall be modified by the following formula:

Power Factor Adjusted Monthly NCP kW=(Actual Monthly NCP kW x 0.95)/Current Month Power Factor

(2) Calculation of Power Factor Adjusted 4-CP kW.
Each of the Retail Customer's monthly coincident peak kW demands used to calculate the Retail Customer's average 4 CP kW demand applicable under the Monthly Rate section shall be calculated using the following formula:

Power Factor Adjusted Monthly CP kW =(Actual Monthly CP kW demand at the time of the ERCOT peak x 0.95)/Monthly Power Factor

Power Factor Adjusted 4-CP kW=average of the Retail Customer's Monthly CP kW as adjusted for power factor if applicable.

(3) Power Factor Adjusted Monthly NCP kW demands will be used in determining the Billing kW under the applicable tariff schedule.

If Company has a different power factor billing adjustment it shall conform to these calculations upon its next general rate case.

Should a Retail Customer's Power Factor deviate from the standard described above to the point that it is causing Delivery System problems for other Retail Customers, and the Retail Customer fails to correct the problem after sufficient notice, Company may install the necessary equipment on the Delivery System to correct the problem to the standard described above, and the Retail Customer shall be required to reimburse Company for the cost.

5.5.6 TESTING OF RETAIL CUSTOMER EQUIPMENT

In situations where historical Demand requirements will be exceeded due to properly noticed and Company approved scheduled equipment testing, Company will ignore for Billing Demand ratchet purposes the test period demands. Approval of the equipment testing schedule including date and time, shall be at Company's discretion, but shall not be unreasonably withheld, provided Retail Customer or Competitive Retailer contacts Company at least ten days in advance of the equipment testing. In no event shall Company approved testing occur between the hours of 12 noon and 8:00 PM during the weekdays of the months of June, July, August, and September. Charges for electric usage (kWh and kW) during the test period, may be billed to the Competitive Retailer. Increased demand for the testing period shall not affect the customer's demand for billing ratchet purposes. Charges for reading and resetting the Meter, if required, shall be as calculated and shall be billed to Competitive Retailer.

5.6 LIMITATIONS ON USE OF DISTRIBUTION SERVICE

5.6.1 INTRASTATE RETAIL DELIVERY SERVICE LIMITATIONS (FOR ERCOT UTILITIES)

Company will not provide Delivery Service to Retail Customer where any part of Retail 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 direct current interconnections constructed under orders of the Federal Energy Regulatory Commission.

5.6.2 PARALLEL OPERATION

Retail Customer may not, without written agreement with Company, connect Retail Customer's Electrical Installation to a source of Electric Power and Energy in a manner that may permit Electric Power and Energy to flow into the Delivery System from such source. Retail Customer proposing the interconnection of Distributed Generation must comply with the provisions set forth in this Tariff and Applicable Legal Authorities. Requirements and specifications for all other interconnections for parallel operation shall be individually negotiated with Company.

5.7 FACILITIES EXTENSION POLICY

5.7.1 GENERAL

This Facilities Extension Policy ("Policy") addresses the requirements associated with extension of Delivery System facilities, i.e., Construction Services, at the request of Retail Customer or Competitive Retailer on behalf of its Retail Customer, for the following situations, which are sometimes collectively referred to as "extensions":

(1) Installation of standard facilities;
(2) Installation of facilities in excess of standard facilities normally provided for requested type of service and allowed for in this Tariff;
(3) Installation of non-standard facilities;
(4) Upgrades of facilities due to Customer adding load;
(5) Electric connections to temporary facilities; and
(6) Removal and relocation of facilities.

Company is responsible for the construction of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to the Delivery System. The treatment of extension of Meter facilities is excluded from this section and is addressed in Section 5.10, METER, of this Chapter. Payments in the form of a contribution in aid of construction or an advance for construction may be required from the entity requesting such Construction Service prior to commencement of construction in accordance with Section, 5.7.4, ALLOWANCE FOR FACILITIES, Section 5.7.5, NON-STANDARD FACILITIES, and Section 6.1, RATE SCHEDULES.

5.7.2 CONTRACTUAL ARRANGEMENTS

Company may require an executed Facility Extension Agreement, in the form approved by the Commission and specified in Section 6.3, AGREEMENTS AND FORMS, of this Tariff, between the entity requesting such service and Company prior to Company constructing standard and non-standard Delivery System facilities. In those instances where any payments are required, Company will provide a detailed cost estimate for the entity requesting the service to determine

the special contractual arrangements required before Construction Service is provided. Regardless of any such payment, Company shall at all times have title to and complete ownership and control over facilities installed by Company.

5.7.3 PROCESSING OF REQUESTS FOR CONSTRUCTION OF DELIVERY SYSTEM

Requests for new residential Delivery Service requiring Construction Service, such as line extensions, shall be completed within 90 days of execution of the Facility Extension Agreement, or within a time period agreed to by the entity requesting the Construction Service and Company, and after the entity requesting Construction Service has made satisfactory payment arrangements for Construction Service Charges. For all other extensions requiring construction, requests should be completed within the time estimated by Company. For the purposes of this section, facility placement that requires a permit for a road or railroad crossing will be considered a line extension. Unless mutually agreed to by Company and Retail Customer, within ten Business Days of Company's receipt of a detailed request, Company shall give the entity requesting Construction Service an estimated completion date and an estimated cost for all charges to be assessed.

Unless a delay is beyond the reasonable control of Company, a delay of more than 90 days beyond execution of the Facility Extension Agreement for new residential Delivery Service shall constitute failure to serve, unless the entity requesting the service has agreed to a longer term. The Commission may conduct enforcement action and seek penalties and other remedies for unreasonable delays.

5.7.4 ALLOWANCE FOR FACILITIES

The entity requesting the service will receive an allowance for installation of facilities. The calculation of the allowance and definitions of standard and non-standard facilities are provided in Chapter 6. Payments in the form of a contribution in aid of construction may be required for requested extensions in excess of the allowance in accordance with Chapter 6. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's allowance.

5.7.5 NON-STANDARD FACILITIES

Non-standard facilities are defined in Chapter 6, and may include but are not limited to a two-way feed, automatic and manual transfer switches, Delivery Service through more than one Point of Delivery, redundant facilities, facilities in excess of those normally required for Delivery Service, or facilities necessary to provide Delivery Service at a non-standard voltage.

If the entity requesting Construction Service desires Delivery Service utilizing non-standard Delivery System facilities, as described above and not covered elsewhere in this Tariff, Company shall construct such facilities unless, in the reasonable judgment of Company, such construction would impair Company's facilities or facilities with which Company is interconnected, impair the proper operation of such facilities, impair service to Retail Customers, or there are other appropriate concerns that the entity requesting service is unable or unwilling to correct. The entity requesting Construction Service shall pay to Company the estimated cost of all non-standard facilities, offset by any applicable allowance, as detailed in Chapter 6, and the Facility Extension Agreement.

5.7.6 CUSTOMER REQUESTED FACILITY UPGRADES

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, should a contribution in aid of construction be required pursuant to Chapter 6, only the cost of the facility upgrades that are attributable to the Retail Customer's request will be included in calculating a payment to Company.

5.7.7 TEMPORARY DELIVERY SYSTEM

Company is responsible for the extension of Delivery System facilities necessary to connect Retail Customer's temporary Point of Delivery to Company's Delivery System for the purpose of providing temporary Delivery Service. Retail Customer, or the entity requesting such service, shall pay Company prior to Company's constructing temporary Delivery System facilities in accordance with Chapter 6.

5.7.8 REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS

Company may remove or relocate Company facilities and the Meter at Retail Customer's request unless doing so would create a safety hazard or would be incompatible with providing safe and reliable Delivery Service. Retail Customer, or the entity requesting such removal or relocation, shall pay to Company the total cost of removing or relocating such Delivery System facilities in accordance with Chapter 6. Company shall notify Competitive Retailer of all Meter Removals pursuant to this section.

5.7.9 DISMANTLING OF COMPANY'S FACILITIES

Company may, upon discontinuation of Delivery Service to Retail Customer, dismantle and remove all lines, equipment, apparatus, or other facilities, which Company installed to provide Delivery Service to Retail Customer. Company may abandon in place, in whole or in part, its underground lines and equipment in lieu of removing such. Company shall be subject to liability pursuant to Section 5.2 LIMITS ON LIABILITY (which limits any legal liability only as expressly stated therein), for any such abandoned lines or equipment, and may offer Retail Customer the option to terminate applicable easements pursuant to this Tariff. If Company removes outdoor lighting on its own initiative, it shall not charge for removal. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.

5.8 BILLING AND REMITTANCE

5.8.1 BILLING OF DELIVERY CHARGES

Company shall bill Retail Customer's selected Competitive Retailer for all charges associated with Delivery Services and Discretionary Charges not associated with Construction Services. In no case shall Delivery Service Charges be billed to a Competitive Retailer for a time period when the Competitive Retailer was not the Retail Electric Provider for the Retail Customer.

5.8.2 BILLING TO RETAIL CUSTOMER BY COMPANY

For Construction Services, Company shall bill the entity that requests Construction Services from Company. When Retail Customer requests such services, Company may, pursuant to this Tariff and according to the terms of Facility Extension Agreement, require prepayments, contributions inaid of construction, or lump-sum payments for Construction Services. Upon a showing by Retail Customer of satisfactory credit, Company may extend payment options, such as deferred payment plans or installments of charges associated with Construction Services. Charges billed to Retail Customer pursuant to this section shall remain the responsibility of Retail Customer regardless of any change in Retail Customer's designated Competitive Retailer.

Retail Customers may also be billed by Company for damage caused to Company facilities by Retail Customer, pursuant to Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES, or Section 5.5.4, CHANGE IN RETAIL CUSTOMER'S ELECTRICAL LOAD, or for costs incurred by Company to correct any adverse effects of Retail Customer's Electrical Installation pursuant to Section 5.5.2, INTERMITTENT ELECTRICAL LOADS AND LIMITATIONS ON ADVERSE EFFECTS, or to correct Power Factor problems pursuant to Section 5.5.5, POWER FACTOR.

5.9 DEFAULT AND REMEDIES ON DEFAULT

5.9.1 COMPANY REMEDIES ON DEFAULT BY COMPETITIVE RETAILER

Upon failure of Competitive Retailer to timely abide by the terms of this Tariff, Competitive Retailer may be required to transfer Retail Customer to the POLR or arrange for Retail Customers to be served by another qualified Competitive Retailer or the POLR, as provided in Section 4.6 DEFAULT AND REMEDIES ON DEFAULT.

5.10 METER

5.10.1 METERING PRACTICES

Unless otherwise agreed to by Company and Retail Customer, Delivery Service is provided through one Point of Delivery, with Retail Customer's service entrance arranged so that Company can measure Retail Customer's Service with one Meter. Additional information, including information concerning non-Company or advanced metering installations, may be found in Chapter 6.

5.10.2 RETAIL CUSTOMER RESPONSIBILITY AND RIGHTS

Each Retail Customer shall use reasonable care not to damage any of Company's Metering Equipment and related appurtenances on Retail Customer's Premises. Meters for residential Retail Customers shall be Company-owned unless otherwise determined by the Commission. Retail Customers required by the Independent Organization to have an IDR Meter may choose a Meter Owner, other than Company, in accordance with Applicable Legal Authorities otherwise, the Meter shall be owned by the Company.

Retail Customer shall own all Meter Data related to the premise occupied by that customer, regardless of whether the Meter Owner is the Retail Customer, the owner of the premise or a third party. Ownership of the Meter Data does not affect Company's obligations under this Tariff or other Applicable Legal Authorities to transmit Meter Data to the Independent Organization or the Retail Customer's Competitive Retailer. To the extent that data integrity is not compromised, the Retail Customer shall have the right to physical access to the Meter to obtain such Meter Data when technically feasible. The Retail Customer shall have the right and capability, including

necessary security passwords, to assign access to the Retail Customer's Meter Data related to the premise occupied by that customer. "Physical Access" does not grant a customer the right to access a Meter in any way that may allow the customer the ability, directly or indirectly to alter billing and settlement data or compromise the safety of the Meter. Retail Customer is precluded from accessing any element of the Meter that may permit Retail Customer to alter billing and settlement data or compromise the accuracy or integrity of the Meter Data.

Retail Customer and, to the extent authorized by the Retail Customer, its designated Competitive Retailer shall have access to all of Retail Customer's Meter Data, including the data used to calculate charges for Delivery Service, Retail Customer's historical load data and other proprietary customer data from Company pursuant to Applicable Legal Authorities. If authorized by the Commission, Company may assess a charge for compiling such data pursuant to Section 6.1, RATE SCHEDULES.

5.10.2.1 REQUIREMENTS

Retail Customer shall provide the following, at no cost to Company, at a suitable and easily accessible location:

(1) Sufficient and proper space for installation of Meter and Metering Equipment;
(2) Meter socket and Meter enclosure as specified by Company for all self-contained Meters;
(3) Meter loop; and
(4) An adequate anchor for Service Drops.

Where the Point of Delivery is inside the building, Customer shall provide the service entrance enclosure and space for Company's instrument transformers, as required. Retail Customer shall install Company-approved Meter socket or Meter enclosure. No Meter or Metering Equipment may be by-passed for any reason without prior approval of Company or as permitted by Applicable Legal Authorities.

5.10.3 METERING OF RETAIL CUSTOMER'S INSTALLATION IN MULTI-METERED BUILDINGS

When Delivery Service is measured through individual Meters for each living unit in multi-family dwellings or each retail space in a multi-tenant building, the property owner of each individually metered living unit or retail space is responsible for proper connection of Retail Customer's Electrical Installation to the Meter socket for Meter, including correct identification and labeling of Meter socket in order to designate living unit or retail space being metered. Company requires property owner, at property owner's expense, to correct any improper connection or identification and, when responsible, reimburse Company for any costs incurred as a result of the improper connection except as otherwise required by Applicable Legal Authorities.

5.10.4 LOCATION OF METER

Consistent with Good Utility Practice, a Meter and its associated equipment shall be installed in a location that facilitates the provision of safe and reliable Delivery Service and accurate measurement and that provides a clear working space on all sides. The center of the Meter shall be not less than four feet and not more than six feet above the finished grade. All Meter locations should be as near as possible to the Point of Delivery. Meters for residential Retail Customers are to be located outside the building. Meter location for nonresidential Retail Customers normally will be outside the building. Inside locations may be permitted with Company's approval.

Meters will not be installed as follows:

(1) In any hazardous location;
(2) In any place where vibration, moisture, fumes or dust may damage the Meter or interfere with its operation;
(3) Directly over any stairway, ramp or steps;
(4) On any portion of a building which at a later date will be enclosed and thereby render the Meter inaccessible;
(5) In any location accessible only through a hatchway, trapdoor, or by means of a ladder; or
(6) In or recessed in the external surface of any wall that is within three feet of any property line, or that is over the edge of any walk, alley or driveway which provides access to commercial or industrial property.

5.10.5 NON-COMPANY OWNED METERS

Company shall provide all services associated with the Meter unless otherwise authorized by the Commission in accordance with Applicable Legal Authorities, including but not limited to, ownership, installation, removal, maintenance, testing and calibration, and data collection and management for Company billing and submission to Independent Organization.

Requests for installation and/or removal of a Non-Company Owned Meter shall be made by the Retail Customer's Competitive Retailer in accordance with Applicable Legal Authorities, or by the Retail Customer to the Company directly. All such requests must include at least the following information:

(1) Retail Customer contact name;
(2) Retail Customer contact phone number;
(3) Meter Owner contact name, address and phone number;
(4) Meter Type and manufacturer;
(5) Competitive Retailers contact name and phone number;
(6) ESI ID if in existence and available;
(7) Service address and directions to location when appropriate;
(8) Service requested; and
(9) Name, address, phone number and e-mail address of any agent designated by Retail Customer to make arrangements with Company for the requested service.

Company shall acknowledge receipt of the request to Retail Customer, Competitive Retailer or Retail Customer's designated agent and will contact the entity designated by the Retail Customer to make proper arrangement to provide the requested service in accordance with Applicable Legal Authorities.

An executed Service Agreement as approved by the Commission is required before installation of a Non-Company Owned Meter. The Service Agreement will include authorization of the Retail Customer's designated Meter Owner and will be in the form specified in Section 6.3, AGREEMENTS AND FORMS. Retail Customer is responsible for ensuring that Company is notified of any changes concerning the Non-Company owned Meter in accordance with the Service Agreement and Applicable Legal Authorities.

The installation of a Meter that will cause a change of the settlement profile for the ESI ID may occur at any time of the month, however the settlement profile will not change until the beginning of the next scheduled Meter Reading/billing cycle.

Company shall not remove the Non-Company Owned Meter upon de-energization of the Meter unless a specific request for Meter removal has been made by the Retail Customer, the Retail Customer's Competitive Retailer, the customer's designated agent or the Meter owner. However, if the Company receives a request to energize a Meter not owned by the Company and there is not an agreement in place with the Meter Owner at the time that energization is requested, the Company may remove the Meter.

Upon removal of a Non-Company Owned Meter, Company shall immediately contact the Retail Customer, Meter Owner, and Competitive Retailer and shall ship the Meter Cash on Delivery (COD) to designated Meter Owner or shall safeguard the Meter until the earlier of (a) the date the Meter Owner takes possession of the Meter, or (b) 60 calendar days from the date of removal of the Meter. If the Meter Owner fails to take possession of the Meter within 60 calendar days or upon 30 days of the return of a Meter that has been shipped COD, the Company is no longer responsible for safeguarding the Meter and may dispose of it in any manner the Company deems appropriate.

Charges associated with Non-Company Owned Meters will be invoiced directly to the Retail Customer, Competitive Retailer, or the entity requesting the service, pursuant to Chapter 6, including charges for the installation, removal, and storage of a Non-Company Owned Meter and the installation and removal of a Meter owned by the Company.

5.11 RETAIL CUSTOMER INQUIRIES

5.11.1 SERVICE INQUIRIES

Retail Customer may contact Company directly regarding the Delivery Service, for the following situations:

(1) Inquiries regarding site specific Delivery Services;
(2) Construction of new lines, installation of a Meter, modification of existing equipment or change in Point of Delivery; or
(3) Special circumstances such as Delivery Service requirements that are of non-standard size or characteristics.

Retail Customer seeking information about the above items may contact the Company during normal business hours. In the event that Company personnel with the expertise needed to respond to the inquiry are not immediately available at the time of the Retail Customer's call, Company shall ensure that the Retail Customer is contacted within two Business Days.

5.11.2 COMPLAINTS

Retail Customer may submit written complaints about Delivery Service to Company and may call Company to lodge complaints orally. Retail Customer shall contact the person listed under Section 5.1.2, COMPANY CONTACT INFORMATION. Company shall inform Retail Customer of its right to file a complaint with the Commission. Company shall provide contact information for the Commission to the Customer.

5.11.3 BILLING INQUIRIES

Retail Customer inquiries concerning billing related issues shall be directed to Retail Customer's designated Competitive Retailer. Inquiries related to billing for Construction Services billed directly to Retail Customer should be referred to Company.

5.12 OUTAGE REPORTING

5.12.1 NOTIFICATION OF INTERRUPTIONS, IRREGULARITIES, AND SERVICE REPAIR REQUESTS

Retail Customer should report outages, interruptions, irregularities, or repair requests as directed by its designated Competitive Retailer.

Company shall maintain a toll free number to receive, in either English or Spanish, reports of interruptions, irregularities, or repair requests from a Retail Customer.

If Retail Customer directly contacts Company, Retail Customer must ensure that all necessary information is communicated to Company in a timely manner so as not to unnecessarily delay Company's response. The data necessary includes the following:

(1) Retail Customer name, and if different, contact name;
(2) Retail Customer phone number, and if different, contact phone number;
(3) Service address (including city and zip code) and directions to location;
(4) ESI ID, if available; and
(5) Description of problem.

5.12.2 RESPONSE TO REPORTS OF INTERRUPTIONS AND REPAIR REQUESTS

The Company will promptly investigate reported problems. If, upon making a Service Call, Company determines that a reported problem is caused by a condition on Retail Customer's side of the Point of Delivery, Company shall notify Competitive Retailer, and charge Competitive Retailer a fee for the Service Call pursuant to the applicable Service Charges in Chapter 6 of this Tariff.

Chapter 6: Company Specific Items

6.1 Rate Schedules
6.1.1 Delivery System Charges
6.1.1.1 Charges for Transmission and Distribution System Service

6.1.1.1.1 Residential Service

AVAILABILITY

This schedule is applicable to Delivery Service for residential purposes (which may include a small amount of non-residential usage incidental to residential usage) of a permanent nature to Individual Private Dwellings (including their appurtenant structures) and to individually metered apartments when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes. Residential Service is limited to one Individual Private Dwelling per platted parcel of land or postal delivery address.

If a premise is primarily used for non-residential purposes, Delivery Service will be provided under the Company's appropriate Secondary Service or Primary Service rate schedule.

This schedule is not available for non-residential service, including but not limited to water wells, electric gates, barns, garages, boat docks, airplane hangars, or recreational vehicle parks, or for structures on the platted parcel of land requiring a separate Meter.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$0.78	per Retail Customer
Metering Charge	$2.28	per Retail Customer
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.018583	per kWh
II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000169	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	

VII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per kWh
IX. State Colleges and Universities Discount:	See Rider SCUD	
X. Regulatory Surcharge:	See Rider RS	per kWh

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.2 Secondary Service Less Than or Equal to 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$1.71	per Retail Customer
Metering Charge	$5.19	per Retail Customer
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.020109	per kWh

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000146	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per kWh
IX. State Colleges and Universities Discount:	See Rider SCUD	
X. Regulatory Surcharge:	See Rider RS	per kWh

COMPANY SPECIFIC APPLICATIONS

Delivery Service is also available at three-phase 60 hertz, at a standard secondary voltage.

Premises with a standard watt-hour meter that use 3,500 kWh or more in a month will have a demand meter installed to determine continued eligibility under this schedule. If the usage at a premise with an advanced meter reaches or exceeds 3,500 kWh in a month, any recorded demand of greater than 10 kW in subsequent months will result in the premise being assigned to the Secondary Greater than 10 kW rate schedule.

UNMETERED SERVICE

Company will provide unmetered service and calculate billing determinants for such service based on a 100 percent load factor. These billing determinants are applied to all charges included in this rate schedule.

Delivery Service to telecommunications devices and governmental non-lighting related loads whose maximum power requirements do not exceed 80 watts will be billed at the Monthly Rate specified above, subject to the following conditions:

1. The monthly energy consumption for devices with a maximum load of 20 watts or less will be set at 10 kWh per device.
2. The monthly energy consumption for devices with a maximum load of 21 to 40 watts will be set at 20 kWh per device.
3. The monthly energy consumption for devices with a maximum load of 41 to 60 watts will be set at 35 kWh per device.
4. The monthly energy consumption for devices with a maximum load of 61 to 80 watts will be set at 50 kWh per device.
5. A maximum of 50 individual devices can be aggregated to a single account (*i.e.*, a single ESI ID), subject to the following conditions:
    a. All aggregated devices must have the same assigned monthly energy consumption (*i.e.*, either 10 kWh, 20 kWh, 35 kWh, or 50 kWh per device);
    b. All aggregated devices must be located in the same city and county (or, in the event all of the devices are located outside the limits of an incorporated city, all devices must be located in the same county).

In lieu of the meter charge, a per device charge of $1 per month will be added to the applicable charges.

AGREEMENT

Provision of unmetered service will require an agreement that includes certification by the retail customer on at least an annual basis of the number of installed devices and specific location of each device. Failure by retail customer to obtain Company's authorization for changes to unmetered service may result in Company's refusal to continue service.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.3 Secondary Service Greater Than 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service at secondary voltage with demand greater than 10 kW when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$6.80	per Retail Customer
Metering Charge	$22.14	per Retail Customer
Transmission System Charge		
Non-IDR Metered	$0.00	per NCP kW
IDR Metered	$0.00	per 4CP kW
Distribution System Charge	See Table Below	

NCP kW	Annual Load Factor	per Distribution Billing kW
Less than or equal to 20 kW	All	$4.38
Greater than 20 kW	0% - 10%	$6.10
	11% - 15%	$5.47
	16% - 20%	$5.16
	21% - 25%	$5.01
	26% and above	$4.38

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.044	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	

VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
X. State Colleges and Universities Discount:	See Rider SCUD	
XI. Regulatory Surcharge:	See Rider RS	per Distribution System billing kW

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF ANNUAL LOAD FACTOR

The Annual Load Factor for each premise shall be calculated using the previous year's usage for that premise ending with the December Bill Cycle. The Annual Load Factor shall apply for the following 12 billing months.

The Annual Load Factor calculation is as follows:

$$\frac{\text{kWh Used in 12 Billing Months Ending December}}{\text{Maximum NCP kW for the 12 Billing Months Ending December} * \text{Days in Billing Periods} * 24}$$

For premises with less than 12 months usage history, the available billing history shall be used for determining the Annual Load Factor. However, if less than 90 days of billing history is available, the premise shall be assumed to have an Annual Load Factor greater than 25%.

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is greater than 20 kW and their Annual Load Factor is less than or equal to 25%, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month. Billing kW applicable to Riders TC, NDC, RCE charges 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).

For all other loads, 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).

The 80% ratchet and the Annual Load Factor Provisions shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.4 Primary Service Less Than or Equal to 10 kW

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$4.00	per Retail Customer
Metering Charge	$12.62	per Retail Customer
Transmission System Charge	$0.00	per kWh
Distribution System Charge	$0.005551	per kWh
II. System Benefit Fund:	$0.000639	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000096	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	
XI. Regulatory Surcharge:	See Rider RS	per kWh

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.5 Primary Service Greater Than 10 kW – Distribution Line

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	$14.95	per Retail Customer
Metering Charge	$24.69	per Retail Customer
Transmission System Charge		
Non-IDR Metered	$0.00	per NCP kW
IDR Metered	$0.00	per 4CP kW
Distribution System Charge	$3.37	per Distribution System billing kW
II. System Benefit Fund:	$0.000639	per kWh, See Rider SBF
III. Transition Charge:	See Rider TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.045	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
X. State Colleges and Universities Discount:	See Rider SCUD	
XI. Regulatory Surcharge:	See Rider RS	per Distribution System billing kW

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, 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).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.6 - Primary Service Greater Than 10 kW – Substation

AVAILABILITY

This schedule is applicable to Delivery Service taken directly from a Company-owned substation for non-residential purposes at primary voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be single or three-phase, 60 hertz, at a standard primary voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$76.61	per Retail Customer
Metering Charge	$221.32	per Retail Customer
Transmission System Charge	$0.00	per 4CP kW
Distribution System Charge	$0.93	per Distribution System billing kW
II. System Benefit Fund:	$0.000639	Per kWh, See Rider SBF
III. Transition Charge:	See Rider TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.045	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	per NCP kW or 4CP kW, as applicable
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges and Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
X. State Colleges and Universities Discount:	See Rider SCUD	
XI. Regulatory Surcharge:	See Rider RS	per Distribution System billing kW

COMPANY SPECIFIC APPLICATIONS

At Company's option, locations where the electrical installation has multiple connections to Company's conductors, due to Company facilities limitations or design criteria, may be considered one Point of Delivery for billing purposes.

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF NCP kW

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

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

For loads whose maximum NCP kW established in the 11 months preceding the current billing month is less than or equal to 20 kW, the Billing kW applicable to the Distribution System Charge shall be the NCP kW for the current billing month.

For all other loads, 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).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.7 Transmission Service

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at transmission voltage when such Delivery Service is to one Point of Delivery and measured through one Meter.

TYPE OF SERVICE

Delivery Service will be three-phase, 60 hertz, at a standard transmission voltage. Delivery Service will be metered using Company's standard meter provided for this type of Delivery Service, unless Retail Customer is eligible for and chooses a competitive meter provider. Any meter other than the standard meter provided by Company will be provided at an additional charge. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2 of this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:		
Customer Charge	$114.51	per Retail Customer
Metering Charge	$239.29	per Retail Customer
Transmission System Charge	$0.00	per 4CP kW
Distribution System Charge	$0.58	per Distribution System billing kW
II. System Benefit Fund:	$0.000630	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	per Distribution System billing kW
IV. Nuclear Decommissioning Charge:	$0.046	per Distribution System billing kW, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per Distribution System billing kW
IX. State Colleges and Universities Discount:	See Rider SCUD	
X. Regulatory Surcharge:	See Rider RS	per Distribution System billing kW

COMPANY SPECIFIC APPLICATIONS

DETERMINATION OF BILLING DEMAND FOR TRANSMISSION SYSTEM CHARGES

DETERMINATION OF 4 CP kW

The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15-minute peak demand for the months of June, July, August and September of the previous calendar year.

Retail Customers without previous history on which to determine their 4 CP kW will be billed based on estimated 4 CP kW, in accordance with the following procedures:

(a) Retail Customers having IDR data for fewer than 4 CP kW, but at least 2 CP kW, will be billed based on the average of the actual CP kW, so long as the CP kW are representative of the Retail Customer's expected load, as derived from engineering estimates. If the CP kW are not representative of the expected load, the estimated 4 CP kW will be set based on mutual agreement between the Retail Customer and the Company..

(b) Retail Customers that do not have at least 2 CP kW will be billed by estimating the Retail Customer's 4 CP kW demand by applying a class coincidence factor to the Retail Customer's NCP kW, using the formula:

Estimated 4 CP kW = (NCP kW * TCCF) where:

NCP kW is the highest 15-minute integrated demand of an individual Retail Customer served at transmission voltage during the month; and

TCCF is the transmission class coincidence factor for the months June, July, August, and September calculated from the Company's most recent UCOS proceeding using the following formula:

$$TCCF = \frac{\Sigma \text{ Class CP kW for June, July, August, September}}{\Sigma \text{ Class NCP kW for June, July, August, September}}$$

Where:

Class CP kW is the transmission voltage rate class' 15-minute demand at the time of the ERCOT CP and Class NCP kW is the transmission voltage class' maximum 15-minute demand during a month.

DETERMINATION OF BILLING DEMAND FOR DISTRIBUTION SYSTEM CHARGES

DETERMINATION OF BILLING kW

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).

The 80% ratchet shall not apply to Retail Seasonal Agricultural Customers.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.1.8 Lighting Service

Street Lighting Service

AVAILABILITY

Applicable to Competitive Retailer for street lighting, pedestrian walkway lighting, and overhead sign lighting service to governmental entities in areas served by Company. Overhead sign lighting is available only under the provisions of Schedule D of the Monthly Rate - Unmetered Facilities or the Monthly Rate - Metered Facilities - Non-Company-Owned provisions or the appropriate Secondary Service or Primary Service Rate Schedule.

TYPE OF SERVICE

Single or three phase, 60 hertz, at any of the Company's standard secondary or primary service voltages as required by Competitive Retailer. Where existing distribution facilities are not adjacent to the point of delivery, additional charges and special contract arrangements may be required prior to its being furnished. If service is provided at primary voltage, Company may at its option meter service on the secondary side of the governmental entity's transformers and adjust for transformer losses in accordance with Company's Tariff for Retail Delivery Service.

MONTHLY RATE

I. Unmetered Facilities

Points of Delivery (POD) Charge: $57.41 per governmental entity served by the Competitive Retailer.

Lamp	Watts	Lumens	kWh	Schedule			Rectangular*	Post-Top*
				A	B*	C* and D		
Mercury Vapor *	175	7,900	70	$10.49	$14.88	$1.53	$26.77	$9.63
(See Note 1)	400	21,000	150	$11.47	$20.06	$3.14	N.A.	N.A.
	1,000	63,000	370	$14.55	$24.30	$7.56	N.A.	N.A.
Sodium Vapor	100	9,500	40	$10.19	$14.59	$0.92	$26.54	$9.34
	150	16,000	70	$10.71	$16.24	$1.53	N.A.	N.A.
	200	22,000	80	$10.78	$19.37	$1.73	N.A.	N.A.
	250	27,500	100	$11.00	$19.60	$2.13	$25.69	N.A.
	400	50,000	160	$12.49	$22.23	$3.34	N.A.	N.A.
	1,000*	140,000	375	$14.51	$24.28	$7.66	N.A	N.A.
Metal Halide	150	14,000	65	$12.42	N.A	$1.43	N.A.	N.A.
	175 (see note 2)	14,000	65	$12.42	$18.80	$1.43	N.A.	N.A.
	250	25,000	100	$14.26	$22.29	$2.13	$36.62	N.A.
	400	36,000	160	$14.74	$23.04	$3.34	$36.62	N.A.
	1,000*	110,000	370	$17.75	$26.03	$7.56	$40.98	N.A.
LED/Low Wattage (See Note 3)	100		40	N.A.	N.A.	$0.92	N.A.	N.A.
Other								
Incandescent*	All			$10.19				
Historical*								
Mercury Vapor	175	7,900	70	$10.47				
Sodium Vapor	100	9,500	40	$10.19				
Sodium Vapor	150	16,000	70	$10.72				
Metal Halide	175	14,000	65	$12.40				

Note 1: Mercury Vapor options are closed to new installations. Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to the lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or to cancel service at no cost. Existing 250 Watt Mercury Vapor lighting will be billed at same rate as 175 Watt.

Note 2: 175 Watt Metal Halide option is closed to new installations. Company will continue to maintain existing 175 watt metal halide lamps as long as replacement lamps are available. When replacement lamps are no longer available, Company will replace failed 175 watt metal halide lamps with 150 watt metal halide lamps. Customer will have the option to cancel 175 watt service at no cost.

Note 3: LED and other low wattage installations (100 watts or below) not listed above shall be billed under Schedule D and have a calculated consumption of 40 kWh per lamp per month.

* Closed to new street lighting installations

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
VIII. Rate Case Expense Surcharge:	See Rider RCE	per kWh
IX. State Colleges and Universities Discount:	See Rider SCUD	
X. Regulatory Surcharge:	See Rider RS	per kWh

DEFINITIONS

Pedestrian Walkway Lighting:
Pedestrian walkway lighting is used to illuminate sidewalks along municipally-owned streets and roads and within municipally-owned parks and recreational areas.

Standard Allowance:
An amount equal to the average installed cost of a street light of a type normally used by Company and served either overhead or underground.

Repair and Maintenance:
Repair consists of the repair or replacement of any individual component associated with the pole or fixture that allows the facility to operate safely and effectively. Maintenance includes photocell replacement and cleaning of lens at the time of bulb replacement. Repair and Maintenance do not include painting or straightening of poles unless Company determines that safety or operation is adversely affected.

Replacement:
Replacement includes only the complete replacement of the street light luminaire and pole caused by impacts related to weather, construction, or traffic accidents.

For street lights installed after the effective date of this revision, Schedules A and D are defined as follows:
Schedule A applies to Company installed, owned, operated, and maintained street lights of the types and sizes provided in the chart under Section I. Unmetered Facilities.

Schedule D applies to Retail Customer owned, operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental entity for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights. Company does not provide maintenance to Schedule D lights in accordance with this tariff.

For street lights installed prior to the effective date of this revision, Schedules A, B, C, and D are defined as follows:

Schedule A applies to:
Company installed, owned, operated, and maintained street lights mounted on wood poles and served overhead.

Company installed, owned, operated, and maintained street lights mounted on wood, steel, or ornamental poles of a type normally used by Company, and served overhead or underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of such street lighting and the total installed cost of an equivalent lighting system mounted on wood poles and served overhead.

Schedule B applies to:
Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served overhead. If the number of steel and/or other ornamental poles exceeds the number of such poles on which lights are mounted, there will be an additional charge of $5.34 per month for each such excess pole. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Company installed, owned, operated, and maintained street lights mounted on steel or other ornamental poles of a type normally used by Company and served underground, and Retail Customer has contributed to Company an amount equivalent to the difference between the total installed cost of the underground circuits serving the street lights and the total installed cost of overhead circuits. Where two street lights with lamps of the same size are mounted on the same steel and/or other ornamental pole, Schedule B applies to one of the lights and Schedule A to the other.

Schedule C applies to:
Street lights installed for the use of Retail Customer by Retail Customer or by a governmental subdivision. All equipment replacement and maintenance is performed by Retail Customer or the governmental subdivision. Company provides lamp replacement service only which includes lamp and labor (unless otherwise requested in writing by Retail Customer).

Company owned street lights mounted on steel or other ornamental poles of a type not normally used by Company, and Retail Customer has contributed to Company an amount equivalent to the entire construction cost of the street lighting facilities including luminaires and circuits.

Company operates all street lights under Schedule C (must be of a type suitable for use with the lamp sizes provided for herein) and makes all normal lamp replacements which includes lamp and labor at its expense. All other maintenance will be billed to Retail Customer on the basis of actual costs including appropriate overhead expenses.

Schedule D applies to:
Retail Customer operated and maintained street lights and overhead sign lights or where such lights are installed by a governmental subdivision for the use of Retail Customer, and Company supplies distribution service to Retail Customer for the operation of the street lights or overhead sign lights.

CONVERSION OR REPLACEMENT OF EXISTING FACILITIES

Company will convert existing Company-owned facilities (size or type of luminaire) to a different Company-offered size or type of luminaire upon request of and payment by Retail Customer of an amount equal to the estimated cost of such conversion, including labor and materials, less the salvage value of the existing facilities.

Company will replace existing lighting facilities upon request of and payment by Retail Customer of an amount equal to the estimated removal cost less salvage value of existing facilities. Installation of new facilities requested by Retail Customer will be performed pursuant to the Standard Allowance described above.

Customer Requested Removal of Existing Facilities
Company will remove existing facilities upon request by Retail Customer if Customer pays an amount pursuant to Section 6.1.2.1, Charge No. SD16.

SPECIAL CONDITIONS

For billing purposes the monthly street lighting and overhead sign lighting burning hours are 333 hours per month and all connections and disconnections are assumed to have occurred at the beginning of the current month's billing period.

Retail Customer-owned unmetered lamps other than those of the lamp sizes shown under Schedule D existing prior to the effective date of this tariff are billed under the metered rate and the amount of monthly energy is determined by multiplying the connected load (including ballast) by the number of burning hours.

New Service provided to customer-owned street light other than the types and sizes provided in Schedule D will be provided under the appropriate Secondary Service or Primary Service Rate Schedule.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacement occur, or Company may charge Retail Customer for such maintenance and/or lamp replacements. Company makes all connections and disconnections to its distribution system.

Company-owned, operated, and maintained lighting facilities shall be installed in accordance with National Electrical Safety Code standards.

AGREEMENT

An Agreement for Street Lighting Service with a term of not less than ten years is required.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

MONTHLY RATE

I. Metered Facilities – Non-Company Owned

Applicable for distribution service supplied at one point of delivery and measured through one meter to Retail Customer owned, operated and maintained street and highway lighting, overhead sign lighting, and incidental safety lighting equipment which operates same hours as normal street lighting.

Customer Charge	$2.33	per Retail Customer
Metering Charge	$12.61	per Retail Customer
Distribution System Charge	$0.016851	per kWh
II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	
XI. Regulatory Surcharge:	See Rider RS	per kWh

MONTHLY RATE

I. Metered Facilities - Company-Owned (Closed to new installations)

Customer Charge	$2.33	per Retail Customer
Metering Charge	$12.61	per Retail Customer
Distribution System Charge	$0.116851	per kWh
II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	
VIII. Advanced Metering Cost Recovery Factor:	See Rider AMCRF	
Other Charges or Credits		
IX. Rate Case Expense Surcharge:	See Rider RCE	per kWh
X. State Colleges and Universities Discount:	See Rider SCUD	
XI. Regulatory Surcharge:	See Rider RS	per kWh

MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE

For Company-owned lights, when existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost, as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80
1,000	63,000	370	400	50,000	160

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

Upon request of the Retail Customer, Company will convert or replace existing mercury vapor lighting to street lighting options other than those indicated above, as stated in "CONVERSION OR REPLACEMENT OF EXISTING FACILITIES."

Outdoor Lighting Service (CLOSED)

AVAILABILITY

Applicable to Competitive Retailers for unmetered lighting service supplied exclusively to one or more existing outdoor lamps as specified below operating automatically from dusk to dawn.

Not applicable to street lighting.

MONTHLY RATE

I. Unmetered Facilities

Point of Delivery (POD) Charge: $1.30 per premise.

Guard Lights

Type	Watts	kWh	Lumens	Facilities Charge
Mercury Vapor	175	70	7,900	$7.07
(See Note 1)	400	150	21,000	$10.78
Sodium Vapor	100	40	9,500	$6.65
	200	80	22,000	$9.42

Note 1: Company will continue to maintain existing Mercury Vapor installations and will, at Company's option, install a Metal Halide ballast in place of a failed Mercury Vapor ballast. As existing fixtures are damaged and must be replaced, Retail Customer will have the option to switch its service to another lamp type as specified in Mercury Vapor Fixture Replacement Schedule below or cancel service at no cost.

Flood Lights

Type	Watts	kWh	Lumens	Facilities Charge
Metal Halide	175	65	14,000	$9.16
	250	100	25,000	$12.46
	400	160	36,000	$15.02
	1000	370	110,000	$26.33
Sodium Vapor	100	40	9,500	$9.05
	200	80	22,000	$9.42
	250	100	27,000	$11.62
	400	160	50,000	$14.87
	1000	375	140,000	$27.22

II. System Benefit Fund:	$0.000654	per kWh, See Rider SBF
III. Transition Charge:	See Riders TC1 and TC2	
IV. Nuclear Decommissioning Charge:	$0.000147	per kWh, See Rider NDC
V. Transmission Cost Recovery Factor:	See Rider TCRF	
VI. Energy Efficiency Cost Recovery Factor:	See Rider EECRF	
VII. Competitive Meter Credit:	See Rider CMC	

VIII. Advanced Metering Cost Recovery Factor: See Rider AMCRF

Other Charges or Credits

IX. Rate Case Expense Surcharge: See Rider RCE per kWh

X. State Colleges and Universities Discount: See Rider SCUD

XI. Regulatory Surcharge: See Rider RS per kWh

Extra Spans: Plus $2.85 per span of secondary line installed hereunder in excess of one span per light.

MERCURY VAPOR FIXTURE REPLACEMENT SCHEDULE
When existing mercury vapor fixtures require replacement, Company will make such replacements with comparable high pressure sodium vapor lighting at no cost as specified below:

Existing Mercury Vapor Lighting :			Sodium Vapor Replacement :		
Wattage	Lumens	kWh	Wattage	Lumens	kWh
175	7,900	70	100	9,500	40
400	21,000	150	200	22,000	80

Upon replacement, Retail Customer will be billed at the applicable facilities charge and associated kWh usage for the sodium vapor replacement lighting.

MAINTENANCE OF FACILITIES
Company will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

Company reserves the right to discontinue service at locations where excessive maintenance and/or lamp replacements are, in Company's sole judgment, likely to or actually do occur.

REMOVAL OF EXISTING FACILITIES
Except as specified above, Company will replace existing Company-owned luminaires with any of the outdoor lighting options above or remove the existing luminaire upon request of and payment by Retail Customer in accordance with the Company's Standard Discretionary Service Charge, SD15 – Security Light Removal, for each luminaire to cover the labor cost of removal and Company's average unamortized investment in the existing luminaire. This charge is applicable to all replacements whether or not an outdoor lighting service is active or inactive or a customer change has taken or is taking place.

NOTICE
This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

6.1.1.2 Schedule TC

6.1.1.2.1 Rider TC1 - Transition Charge

APPLICATION

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

METHOD OF CALCULATION

(a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula*:

Transition Charge Factor (TCF) = [(TC*RAAF)+A] / K, where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand metered customers and a TCF in $/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

(b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factors (TCF)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPIM, GSRTPID, GPRTPI1, GPRTPIM, GPRTPID, HVRI, HVRTPIM, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

(a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.
(b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
(c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).
(d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

(a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
(b) calculate undercollections or overcollections from the preceding period in each class;
(c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
(d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
(e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
(f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
(g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
(h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand-metered customers and a TCF in $/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

(a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
(b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
(c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

BILLING AND COLLECTION

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

1) Billing and Collection Prior to Customer Choice

A. Billing by the Servicer to end-use customers:

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

2) Billing and Collection Subsequent to Customer Choice

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its

Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee, maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.
2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.
3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
   (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
   (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
   (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and Immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the

requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in

Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

4. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

5. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
   (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
   (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
   (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.

6. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.

7. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

NOTICE

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

Transition Charge Factor 1 (TCF1)

	Residential Service	General Service Secondary		General Service Primary		High Voltage Service	Lighting Service	Instantaneous Interruptible	Noticed Interruptible
Effective Date	($ / kWh)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	($ / kW)	($ / kWh)	($ / kW)	($ / kW)
Aug. 27, 2010	0.000630	0.000172	0.188	(0.000201)	0.180	0.141	0.000876	0.106	0.195
Aug. 27, 2009	0.000552	0.001193	0.161	0.001432	0.182	0.069	0.000752	0.087	0.138
April 29, 2009	0.000752	(0.001260)	0.234	(0.002139)	0.190	0.145	0.000874	0.125	0.232
Aug. 26, 2008	0.000558	0.000242	0.171	0.000228	0.176	0.065	0.000771	0.093	0.155
Aug. 24, 2007	0.000653	0.000295	0.167	0.000205	0.150	0.083	0.000761	0.091	0.148
Aug. 29, 2006	0.000620	0.000378	0.177	0.000353	0.208	0.102	0.000767	0.090	0.182
Aug. 30, 2005	0.000598	0.000324	0.181	0.000315	0.164	0.121	0.000870	0.097	0.099
Nov. 30, 2004	0.000691	0.000632	0.185	0.000455	0.219	0.092	0.000794	0.087	0.174
Aug. 30, 2004	0.000658	0.000290	0.195	0.000144	0.248	0.050	0.000865	0.113	0.173
Jan. 28, 2004	0.000712	0.000655	0.186	0.000442	0.201	0.137	0.000785	0.074	0.135
Aug. 28, 2003	0.000599	0.000577	0.158	0.000395	0.161	0.197	0.000724	0.083	0.150

6.1.1.2.2 Rider TC2 - Transition Charge

APPLICATION

Applicable, pursuant to Subchapter G, of Chapter 39 of the Public Utility Regulatory Act (PURA), to all existing or future retail customers taking transmission and/or distribution service from the Company and to the facilities, premises, and loads of those retail customers, within the Company's geographical certificated service area as it existed on May 1, 1999. This schedule also applies to:

1. Retail customers taking service at facilities, premises, or loads located within the Company's geographical service area as it existed on May 1, 1999 who are not presently receiving transmission and/or distribution service from the Company, but whose present facilities, premises, or loads received transmission and/or distribution service from the Company at any time on or after May 1, 1999 when a request to change service to another utility was not pending.
2. Retail customers whose load is served by New On-site Generation (NOSG) as defined by P.U.C. SUBST. R. 25.342(c)(1).
3. Public retail customers located within the service area who purchase power from the General Land Office under PURA § 35.102.

Beginning on the first billing cycle after the issuance of transition bonds issued to recover the Company's regulatory assets and other qualified costs and continuing until the date customer choice begins in the power region in which the Company is located, there is recorded in a separate account, for that purpose, an amount equal to the amount collected by the application of this rate to be used to repay the principal and interest and ongoing fees and expenses on the transition bonds. After customer choice begins in the power region in which the Company is located, the amount calculated pursuant to this rate will be billed to retail electric providers (REP) based on individual retail customer consumption.

METHOD OF CALCULATION

(a) For all retail customers on each retail rate schedule.

The transition charge is calculated for each regulatory asset recovery class by the application of a Transition Charge Factor, determined in accordance with the following formula*:

Transition Charge Factor (TCF) = [(TC*RAAF)+A] / K, where:

TC = Total Recovery Amount corresponding to the length of the Recovery Period is an amount necessary to recover the principal and interest and ongoing fees and expenses associated with the bonds, debentures, notes, certificates of participation or of beneficial interest, or other evidence of indebtedness or ownership that are issued by the Company, its successors, or an assignee under a Public Utility Commission of Texas approved financing order.

RAAF = Regulatory Asset Allocation Factor for each class as shown in the table below.

A = True-up amount for each regulatory asset recovery class as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

K = The Company's most current estimated kWh or kW sales by regulatory asset recovery class for the length of the Recovery Period as contained in a notification filed with the Commission under PURA § 39.003, subject to Commission review within 15 days of filing.

*For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand metered customers and a TCF in $/kW for demand-metered customers.

For the purpose of this formula, Recovery Period means, pursuant to PURA § 39.307, a period not to exceed 12 months.

(b) Regulatory Asset Allocation Factors (RAAF) and associated Transition Charge Factors for each regulatory asset recovery class are as follows:

Regulatory Asset Recovery Class	Rate Schedule	Regulatory Asset Allocation Factor (RAAF)	Transition Charge Factor (TCF2)
Residential Service	R, RLU, RTU, RTU1, RTU1-M, RRE	0.412705	See Page 7 of 7
General Service Secondary	GS, S-Sec, GSR, MS, MP-Sec GTU-Sec, GTU-M-Sec, RTP-Sec, GC-Sec, and all riders excluding Interruptible	0.447323	See Page 7 of 7
General Service Primary	GP, S-Pri, GPR, MS-Pri, MP-Pri, GTU-Pri, GTU-M-Pri, RTP-Pri, GC-Pri, and all riders excluding interruptible	0.058982	See Page 7 of 7
High Voltage Service	HV, S-Tran, HVR, GTU-Tran GTU-M-Tran, RTP-Tran, GC-Tran, and all riders excluding interruptible	0.027875	See Page 7 of 7
Lighting Service	OL, SL, SL-Pri	0.006836	See Page 7 of 7
Instantaneous Interruptible	GSI, GPI, HVI, SSI, SPI, STI, GSRTPI1, GSRTPIM, GSRTPID, GPRTPI1, GPRTPIM, GPRTPID, HVRI, HVRTPIM, HVRTPID, and applicable riders	0.018568	See Page 7 of 7
Noticed Interruptible	GSNI, GSNB, GPNI, GPNB, HVNI, NVNB, GTUC-Sec, GTUC-Pri, GTUC-Tran, GTUC-M-Sec, GTUC-M-Pri, GTUC-M-Tran, GSRTPNI, GPRTPNI, HVRTPNI, and applicable riders.	0.027711	See Page 7 of 7

Should any of the Regulatory Asset Recovery Classes cease to have any customers, the Regulatory Asset Allocation Factor will be adjusted proportionately such that the total RAAF equals 1.000.

For Rate S and Rider SI customers, the transition charge will be a pro-rated daily demand charge based on the otherwise applicable non-standby transition charge.

(a) The Transition Charge Amount for each customer is determined by multiplying the applicable Transition Charge Factor (TCF) by the customer's kWh or kW usage in the billing month. The Transition Charge Amount for each customer is determined to the nearest whole cent.

(b) Each customer receiving service on or before May 1, 1999 will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was provided on May 1, 1999, and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).

(c) Any customer not previously served by TXU Electric and initiating service after May 1, 1999 and prior to January 1, 2002, will be assigned to the specific Regulatory Asset Recovery Class associated with the principal rate schedule under which a majority of the customer's service was initially provided and shall remain in said Regulatory Asset Recovery Class until customer ceases receiving regulated service from Oncor Electric Delivery Company LLC, except as provided for in PURA § 39.252(b)(1) and (c).

(d) Each customer initiating service on or after January 1, 2002, will be assigned to a specific Regulatory Asset Recovery Class on the basis of the principal rate schedule under which the majority of the customer's load would have been served as of May 1, 1999.

NON-STANDARD TRUE-UP PROCEDURE

In the event that the forecasted billing units for one or more of the Transition Charge customer classes for an upcoming period decreases by more than 10% of the billing units from the 12 months ending April 30, 1999, the Servicer shall make a non-standard true-up filing at least 90 days before the date of the next true-up adjustment. The true-up shall be conducted in the following manner. The Servicer shall:

(a) allocate the upcoming period's Periodic Billing Requirement based on the Raffs approved in the Financing Order;
(b) calculate undercollections or overcollections from the preceding period in each class;
(c) sum the amounts allocated to each customer class in steps (a) and (b) above to determine an adjusted Periodic Billing Requirement for each customer class;
(d) divide the Periodic Billing Requirement for each customer class by the maximum of the forecasted billing units or the threshold billing units for that class, to determine the threshold rate;
(e) multiply the threshold rate by the forecasted billing units for each class to determine the expected collections under the threshold rate;
(f) allocate the difference in the adjusted Periodic Billing Requirement and the expected collections calculated in step (e) among the transition charge customer classes using the RAAFs approved in this Financing Order;
(g) add the amount allocated to each class in step (f) above to the expected collection amount by class calculated in step (e) above to determine the final Periodic Billing Requirement for each class; and
(h) divide the final Periodic Billing Requirement for each class by the forecasted billing units to determine the transition charge rate by class for the upcoming period. For the General Service Secondary and General Service Primary classes, the two-step procedure described in the Financing Order for Docket No. 21527 will be used to calculate a TCF in $/kWh for non-demand-metered customers and a TCF in $/kW for demand-metered customers.

A proceeding for the purpose of approving a non-standard true-up should be conducted in the following manner:

(a) The servicer will make a "non-standard true-up filing" with the Commission at least 90 days before the date of the proposed true-up adjustment. The filing will contain the proposed changes to the transition charge rates, justification for such changes as necessary to specifically address the cause(s) of the proposed non-standard true-up, and a statement of the proposed true-up date.
(b) Concurrently with the filing of the non-standard true-up with the Commission, the servicer will notify all parties in Docket No. 21527 of the filing of the proposal for a non-standard true-up.
(c) The servicer will issue appropriate notice and the Commission will conduct a contested case proceeding on the non-standard true-up proposal pursuant to PURA § 39.003.

The scope of the proceeding will be limited to determining whether the proposed adjustment complies with this Financing Order. The Commission will issue a final order by the proposed true-up adjustment date stated in the non-standard true-up filing. In the event that the Commission cannot issue an order by that date, the servicer will be permitted to implement its proposed changes. Any modifications subsequently ordered by the Commission will be made by the servicer in the next true-up filing.

BILLING AND COLLECTION

The billing and collection of TC Rates may differ as set forth in this schedule. The terms and conditions for each party are set forth below:

1) Billing and Collection Prior to Customer Choice

A. Billing by the Servicer to end-use customers:

1. Applicable to consumption of all current retail customers.
2. Payment terms identical to present retail rates.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

B. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives, if the customer did not have a request to switch service pending as of May 1, 1999.

2. Charges subject to this tariff must be paid in full by the other utility or cooperative to the Servicer 16 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

C. Billings by Servicer to Non-eligible Self-generation (NESG):

1. Applicable to end use consumption served by on-site non-eligible self-generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to P.U.C. SUBST. R. 25.28 and 25.29, or any successor rule(s).

2) Billing and Collection Subsequent to Customer Choice

A. Billings by Servicer to other electric utilities, municipally owned utilities, and cooperatives:

1. Applicable to former retail customers of the Company in multiply-certificated service areas now taking service from other utilities or cooperatives.
2. Charges subject to this tariff must be paid in full by the other electric utility or cooperative to the Servicer 35 days after billing by the Servicer regardless of whether the utility or cooperative collects such charges from the end-use retail customer.

B. Billings by Servicer to NESG:

1. Applicable to end-use consumption served by on-site non-eligible self generation.
2. Payment terms pursuant to the Commission's rules.
3. Right to terminate for non-payment pursuant to the Commission's rules.

C. Billings by the REP or its Replacement to End-Use Customers:

1. Applicable to consumption of all retail end-use customers served by the REP for which TCs apply, including applicable former customers and NESG, under the following conditions:
2. REPs shall provide the Servicer with full and timely information necessary to provide proper reporting and for billing and true-up adjustments.
3. Each REP must (1) have a long-term, unsecured credit rating of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively, or (2) provide (A) a deposit of two months' maximum expected Transition Charge collections in the form of cash, (B) an affiliate guarantee, surety bond, or letter of credit providing for payment of such amount of Transition Charge collections in the event that the REP defaults in its payment obligations, or (C) a combination of any of the foregoing. A REP that does not have or maintain the requisite long-term, unsecured credit rating may select which alternate form of deposit, credit support, or combination thereof it will utilize, in its sole discretion. The Indenture Trustee shall be the beneficiary of any affiliate guarantee, surety bond or letter of credit. The provider of any affiliate guarantee, surety bond, or letter of credit must have and maintain a long-term, unsecured credit ratings of not less than "BBB-" and "Baa3" (or the equivalent) from Standard & Poor's and Moody's Investors Service, respectively.
4. If the long-term, unsecured credit rating from either Standard & Poor's or Moody's Investors Service of a REP that did not previously provide the alternate form of deposit, credit support, or combination thereof or of any provider of an affiliate guarantee, surety bond, or letter of credit is suspended, withdrawn, or downgraded below "BBB-" or "Baa3" (or the equivalent), the REP must provide the alternate form of deposit, credit support, or combination thereof, or new forms thereof, in each case from providers with the requisite ratings, within 10 business days following such suspension, withdrawal, or downgrade. A REP failing to make such provision must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable).
5. The computation of the size of a required deposit shall be agreed upon by the Servicer and the REP, and reviewed no more frequently than quarterly to ensure that the deposit accurately reflects two months' maximum collections. Within 10 business days following such review, (1) the REP shall remit to the Indenture Trustee the amount of any shortfall in such required deposit or (2) the Servicer shall instruct the Indenture Trustee to remit to the REP any amount in excess of such required deposit. A REP failing to so remit any such shortfall must comply with the provisions set forth in Paragraph 3 of the next section, Billings by the Servicer to the REP or its Replacement (when applicable). REP cash deposits shall be held by the Indenture Trustee,

maintained in a segregated account, and invested in short-term high quality investments, as permitted by the rating agencies rating the Transition Bonds. Investment earnings on REP cash deposits shall be considered part of such cash deposits so long as they remain on deposit with the Indenture Trustee. At the instruction of the Servicer, cash deposits will be remitted with investment earnings to the REP at the end of the term of the Transition Bonds unless otherwise utilized for the payment of the REP's obligations for Transition Bond payments. Once the deposit is no longer required, the Servicer shall promptly (but not later than 30 calendar days) instruct the Indenture Trustee to remit the amounts in the segregated accounts to the REP.

6. In the event that a REP or the Provider of Last Resort (POLR) is billing customers for TCs, the REP shall have the right to transfer the customer to the POLR (or to another certified REP) or to direct the Servicer to terminate transmission and distribution service to the end-use customer for non-payment by the end-use customer pursuant to applicable Commission rules.

D. Billings by the Servicer to the REP or its Replacement (when applicable):

1. Applicable to all consumption subject to REP billing of TCs.

2. Payments of TCs are due 35 calendar days following each billing by the Servicer to the REP, without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer (EFT), wire transfer (WT) and/or check. Payment will be considered received the date the EFT or WT is received by the Servicer, or the date the check clears. A 5% penalty is to be charged on amounts received after 35 calendar days; however, a 10-calendar-day grace period will be allowed before the REP is considered to be in default. A REP in default must comply with the provisions set forth in Paragraph 3 below. The 5% penalty will be a one-time assessment measured against the current amount overdue from the REP to the Servicer. The current amount consists of the total unpaid Transition Charges existing on the 36th calendar day after billing by the Servicer. Any and all such penalty payments will be made to the indenture trustee to be applied against Transition Charge obligations. A REP shall not be obligated to pay the overdue Transition Charges of another REP. If a REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP who has decided to terminate service to those customers for any reason, the new REP shall not be assessed the 5% penalty upon such Transition Charges; however, the prior REP shall not be relieved of the previously assessed penalties.

3. After the 10 calendar-day grace period (the 45th calendar day after the billing date) referred to in Paragraph 2 above, the Servicer shall have the option to seek recourse against any cash deposit, affiliate guarantee, surety bond, letter of credit, or combination thereof made by the REP, and avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due the Servicer after the application of the REP's deposit or alternate form of credit support. In addition, a REP that is in default with respect to the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section shall select and implement one of the following options:
   (a) Allow the Provider of Last Resort (POLR) or a qualified REP of the customer's choosing to immediately assume the responsibility for the billing and collection of Transition Charges.
   (b) Immediately implement other mutually suitable and agreeable arrangements with the Servicer. It is expressly understood that the Servicer's ability to agree to any other arrangements will be limited by the terms of the servicing agreement and requirements of each of the rating agencies that have rated the Transition Bonds necessary to avoid a suspension, withdrawal, or downgrade of the ratings on the Transition Bonds.
   (c) Arrange that all amounts owed by retail customers for services rendered be timely billed and Immediately paid directly into a lock-box controlled by the Servicer with such amounts to be applied first to pay Transition Charges before the remaining amounts are released to the REP. All costs associated with this mechanism will be borne solely by the REP.

   If a REP that is in default fails to immediately select and implement one of the foregoing options in (a), (b), or (c) or, after so selecting one of the foregoing options, fails to adequately meet its responsibilities thereunder, then the Servicer shall immediately implement option (a). Upon re-establishment of the requirements set forth in Paragraphs 4 and 5 of the previous section, Billings by the REP or its Replacement to End-Use Customers, and Paragraph 2 of this section and the payment of all past-due amounts and associated penalties, the REP will no longer be required to comply with this subsection.

4. The initial POLR appointed by the Commission, or any Commission appointed successor to the POLR, will be required to meet the minimum credit rating and/or deposit/credit support requirements described in Paragraph 3 of the preceding section, Billings by the REP or its Replacement to End-Use Customers, in addition to any other standards that may be adopted by the Commission. If the POLR defaults or is not eligible to provide such services, responsibility for billing and collection of transition charges will immediately be transferred to

and assumed by the Servicer until a new POLR can be named by the Commission or the customer requests the services of a certified REP. Retail customers may never be re-billed by the successor REP, the POLR, or

Servicer for any amount of Transition Charges they have paid their REP (although future TCs shall reflect REP and other system-wide charge-offs). Additionally, if the amount of the penalty detailed in Paragraph 2 of this section is the sole remaining past-due amount after the 45th day, the REP shall not be required to comply with (a), (b), or (c) above, unless the penalty is not paid within an additional 30 calendar days.

5. In the event the Servicer is billing customers for Transition Charges, the Servicer shall have the right to terminate transmission and distribution service for non-payment by end-use customers pursuant to the Commission's rules.

6. Notwithstanding Paragraph 2 of this section, the REPs will be allowed to hold back an allowance for charge-offs in their payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual true-up procedure. In the initial year, the REPs will be allowed to remit payments based on the same system-wide charge off percentage then being used by the Servicer to remit payments to the indenture trustee for the holders of Transition Bonds. On an annual basis in connection with the true-up adjustment process, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:
   (a) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing Transition Charges) have been written off.
   (b) The REP's recourse will be limited to a credit against future TC payments unless the REP and the Servicer agree to alternative arrangements, but in no event will the REP have recourse to the SPE or its funds for such payments.
   (c) The REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the Adjusted Transition Charge Rates for the next TC billing Period and the REP's rights to credits will not take effect until after such Adjusted Transition Charge Rates have been implemented.

7. In the event that a REP disputes any amount of billed Transition Charges, the REP shall pay the disputed amount under protest according to the timelines detailed in Paragraph 2 of this section. The REP and Servicer shall first attempt to informally resolve the dispute, but if failing to do so within 30 calendar days, either party may file a complaint with the Commission. If the REP is successful in the dispute process (informal or formal), the REP shall be entitled to interest on the disputed amount paid to the Servicer at the Commission-approved interest rate. Disputes about the date of receipt of Transition Charge payments (and penalties arising thereof) or the size of a required REP deposit will be handled in a like manner. Any interest paid by the Servicer on disputed amounts shall not be recovered through Transition Charges if it is determined that the Servicer's claim to the funds is clearly unfounded. No interest shall be paid by the Servicer if it is determined that the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to PURA § 39.107.

8. If the Servicer is providing the metering, the metering data will be provided to the REP at the same time as the billing. If the Servicer is not providing the metering, the entity providing metering service(s) will be responsible for complying with Commission rules and ensuring that the Servicer and the REP receive timely and accurate metering data in order for the Servicer to meet its obligations under the Servicing Agreement and the Financing Order with respect to billing and true-ups.

NOTICE

This rate is subject to the orders of regulatory bodies having jurisdiction and to the provisions of Company's Tariff for Electric Service.

Transition Charge Factor 2 (TCF2)

	Residential Service	General Service Secondary		General Service Primary		High Voltage Service	Lighting Service	Instantaneous Interruptible	Noticed Interruptible
Effective Date	($ / kWh)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	≤ 10 kW ($ / kWh)	> 10 kW ($ / kW)	($ / kW)	($ / kWh)	($ / kW)	($ / kW)
May 28, 2010	0.000920	.001351	0.248	0.000696	0.269	0.121	0.001286	0.140	0.228
Dec. 30, 2009	0.001058	(0.000959)	0.397	0.000463	0.330	0.392	0.001291	0.199	0.429
May 29, 2009	0.000984	0.000741	0.289	(0.000294)	0.281	0.170	0.001258	0.157	0.263
May 28, 2008	0.000948	0.000179	0.266	0.000390	0.280	0.077	0.001219	0.142	0.234
May 25, 2007	0.000969	0.000684	0.264	0.000309	0.237	0.143	0.001230	0.148	0.233
May 30, 2006	0.000993	0.000374	0.272	0.000594	0.336	0.168	0.001197	0.139	0.294
May 31, 2005	0.000958	0.000826	0.366	0.000378	0.289	0.146	0.001360	0.163	0.161
Nov. 30, 2004	0.001164	0.000577	0.163	0.000799	0.355	0.149	0.001343	0.146	0.316
June 30, 2004	0.000966	0.000970	0.282	0.000654	0.296	0.205	0.001277	0.113	0.195

6.1.1.3 CTC

6.1.1.3.1 Rider CTC - Competition Transition Charge

NOT APPLICABLE

6.1.1.4 Charges for SBF

6.1.1.4.1 Rider SBF - System Benefit Fund

AVAILABILITY

Pursuant to Utility Code, Section 39.903, the system benefit fund (SBF) is a nonbypassable fee set by the Public Utility Commission (PUC).

NET MONTHLY BILL AMOUNT

A Retail Customer's SBF fee for the billing month shall be determined by multiplying the appropriate SBF charge factor shown below by the current month's billing kWh as determined in the Retail Customer's applicable Rate Schedule.

Rate Schedule	System Benefit Fund Charge Factor (SBFCF)
Residential Service	$ 0.000654 per kWh
Secondary Service Less than or Equal to 10 kW	$ 0.000654 per kWh
Secondary Service Greater than 10 kW	$ 0.000654 per kWh
Primary Service Less than or Equal to 10 kW	$ 0.000639 per kWh
Primary Service Greater than 10 kW – Distribution Line	$ 0.000639 per kWh
Primary Service Greater than 10 kW – Substation	$ 0.000639 per kWh
Transmission Service	$ 0.000630 per kWh
Lighting Service	$ 0.000654 per kWh

The amount to be billed is determined by multiplying the Retail Customer's kWh consumption by the appropriate system benefit fund charge factor and is rounded to the nearest cent.

6.1.1.5 Charges for Nuclear Decommissioning

6.1.1.5.1 Rider NDC - Nuclear Decommissioning Charges

AVAILABILITY

Applicable, pursuant to Subchapter G, of Chapter 39 of the Utilities Code, to all existing or future Retail Customers, including the facilities, premises, and loads of those Retail Customers, within the Company's geographical certificated service area.

NET MONTHLY BILL AMOUNT

The Nuclear Decommissioning Charge Factor for each of the Company's stranded cost recovery classes is as follows:

Stranded Cost Recovery Class	Nuclear Decommissioning Charge Factor (NDCF)
Residential Service	$ 0.000169 per kWh
Secondary Service Less than or Equal to 10 kW	$ 0.000146 per kWh
Secondary Service Greater than 10 kW	$ 0.044 per Distribution System billing kW
Primary Service Less than or Equal to 10 kW	$ 0.000096 per kWh
Primary Service Greater than 10 kW – Distribution Line	$ 0.045 per Distribution System billing kW
Primary Service Greater than 10 kW – Substation	$ 0.045 per Distribution System billing kW
Transmission Service	$ 0.046 per Distribution System billing kW
Lighting Service	$ 0.000147 per kWh

The amount to be billed is determined by multiplying the Retail Customer's billing determinant (kWh consumption or kW billing demand, whichever is appropriate) by the appropriate Nuclear Decommissioning Charge Factor and is rounded to the nearest cent.

6.1.1.6 Other Charges

6.1.1.6.1 Rider Transmission Cost Recovery Factor (TCRF)

APPLICABILITY

Each Retail Customer connected to the Company's transmission or distribution system will be assessed a nonbypassable transmission service charge adjustment pursuant to this rider. The charges derived herein, pursuant to Substantive Rule § 25.193, are necessitated by a change in a transmission service provider's wholesale transmission rate subsequent to Commission approval of the Company's base rate charge for transmission service.

MONTHLY RATE

The Competitive Retailer, on behalf of the Retail Customer, will be assessed this transmission service charge adjustment based on the monthly per unit cost (TCRF) multiplied times the Retail Customer's appropriate monthly billing determinant (kWh, 4 CP kW or NCP kW).

The TCRF shall be calculated for each rate according to the following formula:

$$\text{TCRF} = \frac{\{[\sum_{i=1}^{N}(NWTR_i * NL_i) - \sum_{i=1}^{N}(BWTR_i * NL_i)] * 1/2 * ALLOC\} + ADJ}{\text{BD}}$$

rounded to nearest $.000001

Where:

TCRF = Transmission Cost Recovery Factor in dollars per kWh, dollars per 4 CP kW or dollars per NCP kW to be used for billing for each listed rate schedule. The rate schedules are listed under "ALLOC" below.

$NWTR_i$ = The new wholesale transmission rate of a TSP, approved by the Commission by order or pursuant to Commission rules, since the Company's last rate case.

$BWTR_i$ = The base wholesale transmission rate of the TSP represented in the $NWTR_i$ used to develop the retail transmission charges of the Company, in the Company's last rate case.

NL_i = The Company's individual 4CP load component of the total ERCOT 4CP load used to develop the $NWTR_i$.

ALLOC = The class allocator approved by the Commission to allocate the transmission revenue requirement among classes in the Company's last rate case, unless otherwise ordered by the Commission.

The Allocation Factor for each listed rate schedule is as follows:

Residential Service	46.85388101%
Secondary Service Less Than or Equal to 10 kW	1.08761120%
Secondary Service Greater Than 10 kW	39.31916342%
Primary Service Less Than or Equal to 10 kW	0.01447562%
Primary Service Greater Than 10 kW Distribution Line	6.35164042%
Primary Service Greater Than 10 kW Substation	1.25180889%
Transmission Service	5.12141944%
Lighting Service	0.00000000%

$$ADJ = \sum_{p=1}^{6} \{EXP_p - (REV_p - ADJP1_p - ADJP2_p)\}$$

Where:

ADJ = Adjustment to Rate Class TCRF to include prior periods' over/(under) recovery.

EXP_p = Transmission expense not included in base rates for period p.

REV_p = TCRF revenue for period p.

$(REV_p - ADJP1_p - ADJP2_p)$ = TCRF Revenue for period p excluding prior period adjustments included in period p.

$ADJP1_p$ = one-sixth of ADJ calculated in the previous TCRF update for the periods 5 and 6.

$ADJP2_p$ = one-sixth of ADJ calculated in the second previous TCRF update for the periods 1-4.

BD = Each class's billing determinant (kWh, 4 CP kW, or NCP kW) for the previous March 1 through August 31 period for the March 1 TCRF update, and for the previous September 1 through February 28 period for the September 1 TCRF update.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Transmission Cost Recovery Factor (TCRF)

	Residential Service	Secondary Service			Primary Service				Transmission Service
		≤ 10 kW	>10 kW		≤ 10 kW	>10 kW Distribution Line		Substation	
Effective Date	($/kWh)	($/kWh)	NonIDR ($/NCP kW)	IDR ($/4CP kW)	($/kWh)	NonIDR ($/NCP kW)	IDR ($/4CP kW)	($/4CP kW)	IDR ($/4CP kW)
XXX XX, 2011	0.006872	0.004678	1.846436	2.059691	0.003346	2.124988	2.193299	2.402998	2.249449
March 1, 2011	0.000950	0.000731	0.283570	0.385626	0.000629	0.302083	0.396410	0.283060	0.422800
Sept. 1, 2010	0.000685	0.000455	0.170603	0.233457	0.000344	0.191823	0.229377	0.252862	0.247124
March 1, 2010	0.000516	0.000343	0.128406	0.175714	0.000259	0.144377	0.172643	0.190319	0.186001
Dec. 30, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.105518	0.117411	0.120862	0.120722
Sept. 17, 2009	0.000363	0.000246	0.091033	0.125668	0.000186	0.112336	0.117110	0.117110	0.120722
Sept. 1, 2009	0.002356	0.002462	0.472547	0.840573	0.001623	0.479068	0.720912	0.720912	0.691746
March 1, 2009	0.002189	0.002287	0.439061	0.781008	0.001508	0.445120	0.669826	0.669826	0.642727
Sept. 1, 2008	0.002063	0.002127	0.403055	0.702664	0.001420	0.430280	0.619825	0.619825	0.573063
March 1, 2008	0.001732	0.001786	0.338338	0.589841	0.001192	0.361193	0.520303	0.520303	0.481049
Sept. 1, 2007	0.001533	0.001635	0.310246	0.456301	0.001134	0.438720	0.414901	0.414901	0.440732
March 1, 2007	0.001215	0.001295	0.245789	0.361500	0.000898	0.347571	0.328701	0.328701	0.349165
Sept. 1, 2006	0.001051	0.001033	0.271030	0.256934	0.000667	0.881852	0.242577	0.242577	0.379605
March 1, 2006	0.000764	0.000751	0.196945	0.186702	0.000485	0.640802	0.176270	0.176270	0.275841
Sept. 1, 2005	0.000808	0.000782	0.195061	0.218221	0.000431	0.614912	0.202486	0.202486	0.278379
March 1, 2005	0.000899	0.000882	0.218670	0.232808	0.000486	0.683723	0.218281	0.218281	0.284134
Sept. 1, 2004	0.000866	0.000843	0.219118	0.264549	0.001117	0.707964	0.225077	0.225077	0.326989
March 1, 2004	0.000501	0.000488	0.126731	0.153007	0.000646	0.409464	0.130178	0.130178	0.189120
Sept. 1, 2003	0.000398	0.000320	0.105622	0.120717	0.000184	0.105499	0.104723	0.104723	0.133828
March 1, 2003	0.000223	0.000214	0.059254	0.068434	0.000154	0.059010	0.060388	0.060388	0.078650
Sept. 1, 2002	0.000056	0.000045	0.014703	0.018325	0.000026	0.011607	0.017807	0.017807	0.013191
Jan. 1, 2002	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

6.1.1.6.2 Rider CMC - Competitive Metering Credit

AVAILABILITY

Applicable, pursuant to PURA § 39.107 (b) and (i) and PUCT Substantive Rule § 25.311, to any non-residential Retail Customer required by the Independent Organization to have an Interval Data Recorder Meter or a non-residential Retail Customer that is a party of an energy savings performance contract and Company has installed a Non-Company Owned Billing Meter.

NET MONTHLY BILL AMOUNT

The Competitive Metering Credit for each of the Company's eligible retail rate schedules is as follows:

Rate Schedule	Meter Credit
Secondary Service Less than or Equal to 10 kW	$1.01 per month
Secondary Service Greater than 10 kW	$1.82 per Month
Primary Service Less than or Equal to 10 kW	$1.86 per Month
Primary Service Greater than 10 kW – Distribution Line	$2.55 per Month
Primary Service Greater than 10 kW - Substation	$3.75 per Month
Transmission Service	$3.75 per Month
Lighting Service (Metered Facilities)	$1.48 per Month

The Retail Electric Provider of record for the applicable Retail Customer will receive one credit per month for the Retail Customer's utilization of a Non-Company Owned Billing Meter.

Rider CMC is not applicable to Retail Customers being provided service under the Residential Service Rate Schedule or the Unmetered Facilities Monthly Rate contained in the Lighting Service Rate Schedules.

AGREEMENT

An Agreement for Meter Ownership and/or Access for Non-Company Owned Meters is required.

NOTICE

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

6.1.1.6.3 Rider EECRF - Energy Efficiency Cost Recovery Factor

APPLICATION

Applicable, pursuant to PURA § 39.905(b)(4) and Substantive Rule § 25.181(f), to all customers in customer classes that receive services under the Company's energy efficiency programs.

METHOD OF CALCULATION

An Energy Efficiency Cost Recovery Factor (EECRF) shall be calculated annually in accordance with the following formula:

$EECRF_c = [(Exp_p - Rev_p) + (Exp_a - Rev_a) + Incent)] \div CUST_P$, where:

$EECRF_c$ = Energy Efficiency Cost Recovery Factor for the class.

Exp_p = Projected expense for next year by class.

Rev_p = Projected revenue in base rates for the next year by class.

Exp_a = Actual expense from the previous year by class.

Rev_a = Actual revenue in base rates and EECRF from the previous year by class.

Incent = An allowance approved by the PUC for recovery by the Company in recognition of Company performance in exceeding its demand reduction goals.

$CUST_p$ = Cumulative number of bills by class forecast for all months of the next year.

NOTICE

This rate schedule is subject to the Company's Tariff and Applicable Legal Authorities.

Energy Efficiency Cost Recovery Factor (EECRF)

	Residential Service	Secondary Service		Primary Service			Transmission Service	Lighting Service
Effective Date	($ / Retail Customer)	≤ 10 kW ($ / Retail Customer)	> 10 kW ($ / Retail Customer)	≤ 10 kW ($ / Retail Customer)	> 10 kW – Distribution Line ($ / Retail Customer)	> 10 kW – Substation ($ / Retail Customer)	($ / Retail Customer)	($ / Retail Customer)
Dec. 30, 2010	0.91	0.01	8.14	4.79	75.91	185.59	(71.62)	0.00
Dec. 30, 2009	0.89	0.11	9.66	0.06	59.87	720.49	273.71	0.00
Sept. 17, 2009	0.92	0.22	8.68	0.00	76.27	76.27	443.77	0.00
Dec. 29, 2008	0.22	(0.79)	2.48	(2.17)	26.17	26.17	(227.52)	(0.17)

6.1.1.6.4 Rider AMCRF - Advanced Metering Cost Recovery Factor

AVAILABILITY

Applicable, pursuant to PURA § 39.107(h) and PUCT Substantive Rule § 25.130, to Retail Customers receiving metered service for which the Company will install an Advanced Metering System ("AMS") at any time during the AMS cost recovery period approved by the Public Utility Commission of Texas.

Rider AMCRF is not applicable to Retail Customers whose: (1) load is required to be metered by an interval data recorder meter by the Independent System Operator (ERCOT), (2) load was metered by an interval data recorder meter prior to the effective date of PUCT Substantive Rule § 25.130 (May 30, 2007), or (3) load is unmetered.

NET MONTHLY BILL AMOUNT

The AMCRF for each of the Company's applicable retail rate schedules is as follows:

Rate Schedule	AMCRF
Residential Service	$2.19 per Month
Secondary Service Less than or Equal to 10 kW	$2.39 per Month
Secondary Service Greater than 10 kW	$3.98 per Month
Primary Service Less than or Equal to 10 kW	$3.95 per Month
Primary Service Greater than 10 kW	$5.15 per Month
Lighting Service (Metered Facilities)	$3.25 per Month

HOME AREA NETWORK FUNCTIONALITY

As of January 31, 2010, Oncor's advanced metering system supports provisioning and de-provisioning up to five in-home devices, transmitting pricing signals, direct load control or thermostat adjustment signals, and text messages using ZigBee Smart Energy Profile 1.0. Messages can be sent to an individual meter (point-to-point) or to all meters across the entire system (broadcast).

NOTICE

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

6.1.1.6.5 Rider RCE – Rate Case Expense Surcharge

AVAILABILITY

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service for recovery of rate case expenses approved in Docket No. 36530.

Rider RCE shall remain in effect for three years from the effective date of this tariff.

NET MONTHLY BILL AMOUNT

The RCE amount for each of the Company's applicable retail rate schedules is as follows:

Rate Schedule	RCE
Residential Service	$0.000036 per kWh
Secondary Service Less than or Equal to 10 kW	$0.000049 per kWh
Secondary Service Greater than 10 kW	$0.007944 per kW
Primary Service Less than or Equal to 10 kW	$0.000027 per kWh
Primary Service Greater than 10 kW – Distribution Line	$0.006785 per kW
Primary Service Greater than 10 kW - Substation	$0.003775 per kW
Transmission Service	$0.001874 per kW
Lighting Service	$0.000139 per kWh

NOTICE

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

6.1.1.6.6 - Rider SCUD - State Colleges & Universities Discount

AVAILABILITY

This rider is available to any facility of a four-year state university, upper-level institution, Texas State Technical College, or college as provided for in Sec. 36.351 of the Utilities Code, and is applicable to Delivery System Service taken pursuant to a Rate Schedule which specifically references this Rider (the "Effectuating Rate Schedule").

MONTHLY RATE

The total of the Transmission and Distribution Charges (including Municipal Franchise Fee), System Benefit Fund Charge, and Nuclear Decommissioning Charge that would otherwise be applicable under the Effectuating Rate Schedule, shall be reduced by 20%.

NOTICE

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

6.1.1.6.7 Rider RS – Regulatory Surcharge

AVAILABILITY

Applicable to all Retail Customers receiving Delivery Service under one of the Company's Rate Schedules in the Tariff for Retail Delivery Service.

Rider RS shall remain in effect through the end of the billing month that the amount approved for recovery has been billed (which is estimated to be three years from the effective date of this tariff).

NET MONTHLY BILL AMOUNT

The RS amount for each of the Company's applicable retail rate schedules is as follows:

Rate Schedule	RS
Residential Service	$0.000075 per kWh
Secondary Service Less than or Equal to 10 kW	$0.000069 per kWh
Secondary Service Greater than 10 kW	$0.022454 per kW
Primary Service Less than or Equal to 10 kW	$0.000003 per kWh
Primary Service Greater than 10 kW – Distribution Line	$0.023038 per kW
Primary Service Greater than 10 kW - Substation	$0.019004 per kW
Transmission Service	$0.017683 per kW
Lighting Service	$0.000076 per kWh

NOTICE

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

6.1.2 Discretionary Charges

6.1.2.1 Standard Discretionary Service Charges

i. Charges Billed by Company to Competitive Retailer
The Discretionary Service Charges listed below are charges for which the Company shall bill the Competitive Retailer upon completion of the service. All charges for the services in 6.1.2 are included in the rates herein. No additional charges (such as processing fees, copying fees etc) shall apply. Company shall uniformly apply the standard TX SET code that corresponds to each service below on all invoices for such service.

Charge No.	Name and Description	Amount
	Company shall be open for normal business Monday – Friday 8:00 AM – 5:00 PM and available for Priority/Same Day requests Monday – Friday 5:00 PM – 10:00 PM except on holidays designated in Section 3.18, NON-BUSINESS DAY DESIGNATIONS. Company shall be available for emergencies at all times. This shall not preclude Company from staffing at additional times.	
Connection Charges (Move-in)		
SD1	**Standard Move-In** Applicable to requests to energize a Retail Customer's connection to the Delivery System where at least two Business Days notice has been provided. Such requests, which include the corresponding TX SET code for standard service, and are received by Company at least two Business Days prior to the Competitive Retailer's requested date shall be completed no later than the requested date. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-In will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the Move-In will be scheduled for the first Business Day following the requested date. This service is not available if inspections and permits, or other construction is required.	
	i. Self-Contained Meter (existing)	$ 3.20
	ii. Self-Contained Meter (new)	$ 11.35
	iii. CT/Other Meter (existing)	$ 57.65
	iv. CT/Other Meter (new)	$ 75.95
SD2	**Priority Move-In** Applicable to requests to energize a Retail Customer's connection to the Delivery System where less than two Business Days notice has been provided. Such request shall include the TX SET priority code designation for priority service. Company shall complete Priority Connections on the requested date, provided that the request was received by 5:00 PM CPT of that Business Day. If service is not provided on the Business Day the request is received, the Priority Connection shall be completed by no later than close of business of the next Business Day. Requests received after 5:00 PM CPT or on a day that is not a Business Day, shall be considered received on the next Business Day. This service is only available at an existing Premises with an existing Meter. It is not available if inspections and permits, or other construction is required.	
	i. Self-Contained Meter (existing)	$ 10.35
	ii. CT/Other Meter (existing)	$103.90
Disconnection Charges		
SD3	**Move-Out** Company shall discontinue Delivery Service to the Point of Delivery on the requested date provided the Company receives the transaction at least two Business Days prior to the requested date. A transaction received after 5:00 PM CPT on a Business Day, or on a day that is not a Business Day, will be considered received on the next Business Day. If the request is received less than two Business Days prior to the requested date, the Move-Out will be scheduled for the Business Day that is two Business Days after the date the request is received. If the requested date is not a Business Day, the move-out will be scheduled for the first Business Day following the requested date.	Charge applicable to requests to de-energize service on a move-out is included in the move-in charge.

SD4	**Customer Requested Clearance** Applicable to requests to de-energize/re-energize Company facilities to allow Retail Customer or Retail Customer's contractor to work near Company or on or near Retail Customer's electrical facilities. Requests for Clearance shall be filled on the requested date provided Company receives the request on a Business Day that is not later than three Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, or if the Company receives the request with less than three Business Days prior notice, or the clearance cannot be safely performed on the requested date, Company will accommodate the request based on mutual agreement with the requesting party at charges as calculated. All charges include the cost for de-energizing and re-energizing facilities.	
	i. With three Business Days notice (residential)	As Calculated
	ii. With three Business Days notice (non-residential)	As Calculated
	iii. With less than three Business Days notice	As Calculated
Disconnect / Reconnect for Non-Pay Charges		
SD5	**Disconnect for Non-Pay (DNP)** Applicable to requests from Competitive Retailer to de-energize service to Retail Customer due to Retail Customer's failure to pay charges billed by its Competitive Retailer or Company.	
	For premises without a provisioned advanced meter and for premises with a provisioned advanced meter without remote disconnect/connect capabilities, if the DNP is requested by the Competitive Retailer, the request shall be completed within three Business Days of the requested date, provided Company receives the request at least two Business Days before the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day.	
	For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which that Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, if the DNP is requested by the Competitive Retailer, the request shall be completed within 2 hours of receipt of request on the requested date provided Company receives the request no later than 2:00 PM CPT on the requested date and provided that the requested date is a Business Day. Requests received after 2:00 PM CPT on the requested date, or on a day that is not a Business Day, will be completed no later than 8:00 AM CPT on the next Business Day. If Company cannot successfully communicate with the provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, the request shall be completed within three Business Days of the requested date.	
	For all premises, Company shall not disconnect a premise before the requested date and shall not disconnect a premise on the Business Day immediately preceding a holiday.	
	If the DNP is performed by Company due to Retail Customer's non-payment of a charge billed directly by Company to the Retail Customer, or because the Retail Customer has not fulfilled its obligations under a contract entered into between Company and the Retail Customer, these charges shall not be billed to the Competitive Retailer.	
	<u>At Meter</u>	
	i. Standard Disconnect	$ 2.70
	ii. Same Day Disconnect	n/a
	<u>At Premium Location (i.e. pole, weatherhead, secondary box)</u>	
	i. Standard Disconnect	$ 35.55
	ii. Same Day Disconnect	n/a

SD6	**Reconnect After DNP** Applicable to requests to re-energize service to Retail Customer after Retail Customer has been disconnected for non-payment. Company shall complete reconnection no later than 48 hours from the time the request is received. However, if this requirement results in the reconnection being performed on a day that is not a Business Day, an additional charge for non-Business Day connection will also apply. **Standard Reconnect:** For premises without a provisioned advanced meter, for premises with a provisioned advanced meter without remote disconnect/connect capabilities, and for premises with a provisioned advanced meter for which that Company cannot successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company by 2:00 PM CPT on a Business Day shall be reconnected that day. For premises with a provisioned advanced meter with remote disconnect/connect capabilities and for which Company can successfully communicate with that provisioned advanced meter at the time Company attempts to execute the request by using Company's advanced metering system, standard reconnect requests received by Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 2 hours of receipt of request. For premises with a provisioned advanced meter with remote disconnect/connect capabilities where the Competitive Retailer provides prepaid service under P.U.C. SUBST. R. 25.498, standard reconnect requests received by the Company from 8:00 AM CPT to 7:00 PM CPT on a Business Day shall be reconnected within 1 hour of receipt of request. For all premises, standard reconnect requests received by Company after 2:00 PM CPT on a Business Day shall be reconnected that day if possible, but no later than the close of Company's next field operational day. Standard reconnect requests received by Company after 7:00 PM CPT or on a day that is not a Business Day maybe considered received on the next Business Day. **Same Day Reconnect:** Same day reconnect requests received by Company prior to 5:00 PM CPT on a Business Day shall be reconnected no later than the close of Company's field operational day.	
	<u>At Meter</u>	
	i. Standard Reconnect	$ 3.10
	ii. Same Day Reconnect	$ 5.30
	iii. Weekend	$ 25.00
	iv. Holiday	$ 32.45
	<u>At Premium Location (i.e. pole, weatherhead, secondary box)</u>	
	i. Standard Reconnect	$ 40.40 **
	ii. Same Day Reconnect	$ 65.60 **
	iii. Weekend	$116.10 **
	iv. Holiday	$143.15**
	NOTE: In no event shall Company fail to reconnect service within 48 hours after a reconnection request is received.	
Meter Test Charge		
SD7	Applicable to Meter tests performed at the request of Competitive Retailer or Retail Customer in accordance with Section 4.7.4, METER TESTING.	
	<u>Self-contained Meter – Company owned</u>	
	i. First test within the previous four years	No Charge
	ii. Found outside of the accuracy standards	No Charge
	iii. Single Phase	$ 33.70
	iv. Three Phase	$ 77.80
	<u>CT/Other Meter – Company owned</u>	
	i. First test within the previous four years	No Charge
	ii. Found outside of the accuracy standards	No Charge
	iii. Single Phase	$ 87.75
	iv. Three Phase	$117.00
	<u>Competitive Meter</u>	$117.00

Out-of-Cycle Meter Read Charges		
SD8	**Re-Reads** Applicable to requests to re-read Retail Customer's Meter to verify the accuracy of Company's Meter Reading. The re-read shall be completed within five Business Days of Company's receipt of the request.	
	i. Meter Reading found to be in error	$ 0.00
	ii. Meter Reading found to be accurate	$ 1.90
SD9	**Out-of-cycle Meter Read for the Purpose of a Self-Selected Switch** Applicable to requests to read Retail Customer's Meter on a date other than Company's regularly scheduled monthly Meter Reading date for the purpose of a switch of a Retail Customer's account to a new Competitive Retailer on a date certain. Company shall perform the Meter Read on the Competitive Retailer's requested date, provided the Company receives the request on a Business Day that is not later than two Business Days prior to the requested date. Notices received after 5:00 PM CPT, or on a day that is not a Business Day, will be considered received on the next Business Day. If the requested date is not a Business Day, the out-of-cycle Meter Read will be scheduled for the first Business Day following the requested date. The meter read shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.	$ 1.90
	Meter Read for the Purpose of a Standard Switch Applicable to requests to read Retail Customer's Meter for the purpose of switching Retail Customer's account to a new Competitive Retailer when the customer has not requested switching on a date certain. Company shall use on-cycle meter readings obtained during the three business days prior to the first available switch date (FASD) received from the Registration Agent or the four business days beginning with the FASD for customers whose meters were scheduled for on-cycle readings during that time, and shall perform a Meter Reading or Estimated Meter Reading within four business days beginning with the FASD for customers whose meters were not scheduled to be read during that time. The Meter Reading shall be performed in accordance with Section 4.3.4, CHANGING OF DESIGNATED COMPETITIVE RETAILER.	$ 0.00
	Out-of-Cycle Meter Estimation for the Purpose of a Switch due to denial of Access by Retail Customer	$ 1.90
	Out-of-Cycle Estimate for the Purpose of a Mass Transition Charges for estimation shall be charged to the exiting Competitive Retailer.	$ 0.00
Non-Standard Meter Installation Charges		
SD10	**Off-site Meter Reading (OMR) Equipment Installation** Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via radio to a hand held Meter Reading device carried by the meter reader. This allows for the provision of a Meter Reading without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.	
	During Normal Business Hours	$113.55
SD11	**Automated Meter Reading (AMR) Equipment Installation** Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to transmit information via telephone to a central location. This allows for the provision of Meter Reading information on cycle or special reading date without visual contact with the Meter. Equipment shall be installed within 30 days of receipt of request.	
	Single-Phase Self Contained During Normal Business Hours	$244.75
	Three-Phase Self Contained During Normal Business Hours	$305.80
	Single-Phase Instrumented Rated During Normal Business Hours	$259.35
	Three-Phase Instrumented Rated During Normal Business Hours	$335.05

SD12	**Interval Data Recorder (IDR) Equipment Installation** Applicable to installation, upon request, by Retail Customer or Retail Customer's Competitive Retailer, of Company's "Standard Advanced Metering Equipment" designed to access interval load data via telephone or other mode of transmission agreed to by customer to a central location. Equipment shall be installed within 30 days of receipt of request. During Normal Business Hours	As Calculated
Service Call Charge		
SD13	Applicable when Company employee is dispatched to the Retail Customer's Premises at the request of the Retail Customer or Competitive Retailer to investigate an outage or other service problem that, upon investigation by Company, is determined not to be a problem with Company's equipment or system. i. During Business Days, 8:00 AM -5:00 PM CPT ii. Business Days non-Business Hours iii. Weekend iv. Holiday	 $ 10.35 $ 25.50 $145.70 $182.60
Outdoor Lighting Charges		
SD14	**Security Lighting Repair** Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to repair existing Company-owned security lights on Retail Customer's Premises unless such repair is necessary due to normal lamp and glass replacements. If necessary due to normal lamp and glass replacements, repair shall be performed at no charge. Company shall complete repairs within 15 calendar days of the request in accordance with Section 5.4.6, RETAIL CUSTOMER'S DUTY REGARDING COMPANY'S FACILITIES ON RETAIL CUSTOMER'S PREMISES.	As Calculated*
SD15	**Security Light Removal** Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove Company-owned security lights on the Retail Customer's Premises in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. This charge shall not apply to removals initiated by the Company. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.	As Calculated*
SD16	**Street Light Removal** Applicable to requests, by Retail Customer or Retail Customer's Competitive Retailer, to remove existing Company-owned street lights, in accordance with Sections 5.7.8, REMOVAL AND RELOCATION OF COMPANY'S FACILITIES AND METERS and 5.7.9, DISMANTLING OF COMPANY'S FACILITIES. A Retail Customer or a Competitive Retailer on behalf of Retail Customer, shall request removal of outdoor lighting facilities at least 30 days prior to the requested removal date. The removal request shall be completed by Company on requested removal date. If mutually agreed to by Company and the Retail Customer, or the Competitive Retailer on behalf of the Retail Customer, Company may begin the removal of outdoor lighting facilities and complete the removal of outdoor lighting facilities on a date or dates other than the initially requested removal date.	As Calculated*

Tampering Charges		
SD17	**Tampering** Applicable to unauthorized use of Delivery System pursuant to Section 5.4.7, UNAUTHORIZED USE OF DELIVERY SYSTEM or other Tampering with Company metering facilities or any theft of electric service by any person on the Retail Customer's Premises. Tampering charges can include, but are not limited to, Delivery Charges, cost of replacement and repair of damaged Meter and associated equipment, cost of installation of protective facilities or relocation of the Meter, and all other costs associated with the investigation and correction of the unauthorized use.	As Calculated
SD18	**Broken Meter Seal** Applicable to breakage of the Meter seal.	$ 19.20
Denial of Access		
SD19	**Inaccessible Meter Charge** Applicable when Company personnel is unable to gain access to the meter of a non-residential critical load premises as a result of continued denial of Access as provided in Section 4.7.2.1, DENIAL OF ACCESS BY RETAIL CUSTOMER.	$ 91.85

* These charges are applicable to services that will have widely varying costs depending upon the circumstances and requirements of the work to be done.

** These charges are applicable to services provided at locations that are unique and that present special challenges. These challenges vary and as a result, the costs of providing the service may vary widely depending on the required expertise and equipment needed to perform the work.

6.1.2.2 Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers requesting construction services by the Company, in accordance with Section 5.7 of this Tariff.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges for Construction Service include:

DD1	**Delivery System Facilities Relocation/Removal Study Charge** Applicable to requests for studies to be performed by Company associated with removal or relocation of Company facilities or installation of non-standard Company facilities.	As Calculated
DD2	**Delivery System Facilities Relocation/Removal Charge** Applicable to requests for relocation or removal of Company facilities at the request of and for the benefit of the requestor pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service.	As Calculated
DD3	**Competitive Meter Removal/Installation Service Fee** Applicable to request for Company to remove a Company-owned meter and replace it with a 3rd party owned meter, at the Retail Customer's request. This applies to the reinstallation of a 3rd party owned meter previously removed in association with DD4. A. Self Contained Meter B. Instrument Rated Meter C. IDR Meter	 $ 98.00 $168.20 $197.45
DD4	**Competitive Meter Physical Access Equipment Installation Service Fee** Applicable to requests for the installation of an external termination junction box which utilizes the RJ family of connectors to provide physical access to the modem, network, serial and/or digital pulse data interfaces on a competitive meter. A. No Additional Service Call Required *(performed during initial meter installation)* B. Additional Service Call Required *(performed after initial meter installation)*	 $ 29.25 $ 52.65
DD5	**Emergency Restoration Service Charge** Applicable to requests for the provision of emergency restoration service related to customer facilities, which includes transformation and protection equipment, as requested by Retail Customer in accordance with Commission Substantive Rules and is charged on the basis of an estimate for the job or the Company's cost plus appropriate adders.	As Calculated
DD6	**Delivery System Facilities Installation Charge** Applicable to requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for requests involving the installation, construction, or extension of Delivery System facilities. For requests made pursuant to Section 6.1.2.2 of this Tariff for Retail Delivery Service for service in an area where Network Service is the existing or planned service, this charge will be based on the cost of the installation, construction, or extension of Network Service.	As Calculated
DD7	**Additional Service Design Charge** Applicable to requests to prepare iterative designs to provide service to a specific location where such iterations are at the request of the Retail Customer for the Retail Customer's sole benefit.	As Calculated
DD8	**Temporary Facilities Charge** Applicable to requests made in conjunction with short-term construction projects. A. Connect and disconnect service and read a meter already installed. B. Install and remove single phase service wires and a meter (demand or non-demand) and read a meter. C. Install and remove single phase service wires, meter and transformer (up to 50 kVA) on existing pole and read a meter. D. All other temporary facilities installation and removal.	 $ 63.55 $209.80 $901.00 As Calculated

6.1.2.2.1 General: Delivery System Facilities

Company is responsible for the construction, extension, upgrade, or alteration of Delivery System facilities necessary to connect Retail Customer's Point of Delivery to Company's Delivery System in conjunction with Section 5.7, FACILITIES EXTENSION POLICY and the terms and conditions contained herein. Company makes extension of Delivery System facilities to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the cost of the requested extension of Company's facilities is in excess of the standard allowances stated herein, or where the requested facilities are greater than the required facilities needed to serve the Retail Customer's load as determined by the Company, or where the installation of non-standard facilities is requested. In these instances, a contribution in aid of construction ("CIAC") is required from Retail Customer for all extensions where the estimated cost of the extension is in excess of the standard allowances, the Retail Customer has requested additional facilities above those required to provide service as determined by the Company, or the Retail Customer has requested installation of non-standard facilities. The cost of all facilities, equipment, and services that Company is to provide under Section 6.1.2.2 of this Tariff will constitute the components of the Delivery System facilities necessary to provide Delivery Service to Retail Customer. These costs will be compared to the standard allowance to determine the amount of contribution in aid of construction that will be recovered from the retail customer, if any.

6.1.2.2.1.1 Standard Delivery System Facilities

Except in those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the overhead Delivery System facilities necessary to transport Electric Power and Energy from a single, single-phase or three-phase source to Retail Customer at one Point of Delivery, with one standard Company Meter, at one of Company's available standard voltages. In those areas where Network Service is the existing or planned service in use, Company's standard Delivery System facilities consist of the facilities necessary to provide Network Service.

6.1.2.2.1.2 Non-standard Facilities

Except in those areas where Network Service is the existing or planned service in use, non-standard facilities include but are not limited to a two-way feed, automatic and manual transfer switches, service through more than one point of delivery, redundant facilities, facilities in excess of those normally required for service, poles other than wooden poles, or facilities necessary to provide service at a non-standard voltage. Non-standard facilities also include underground facilities except in those locations where Company determines, for engineering or economic reasons, that underground facilities shall constitute standard facilities.

In those areas where Network Service is the existing or planned service in use, Network Service is the only Delivery Service available.

If Retail Customer desires Delivery Service utilizing non-standard facilities, as described above, and not covered elsewhere in these Service Regulations, then Company may construct such facilities pursuant to Section 5.7.5, NON-STANDARD FACILITIES and Section 6.1.2.2.7, NON-STANDARD FACILITY EXTENSIONS. If a municipality requests or requires Company to install non-standard facilities, then the projected additional cost of such non-standard facilities shall be paid by the requesting entity to Company prior to installation of such facilities. Company may, at its option, allow for the payment of the additional costs over a period of time.

Company shall replace underground facilities with similar underground facilities except for subsurface transformers, which shall be replaced by surface pad-mounted transformers unless Company determines, based on engineering or economic reasons, that a replacement subsurface transformer is more appropriate.

A Facility Service Agreement or Delivery Service Agreement may be required for the installation of Non-Standard Facilities.

6.1.2.2.1.3 Retail Customer's Electrical Installation

Retail Customer's Electrical Installation must comply with the requirements set forth in Section 5.4, ELECTRICAL INSTALLATION AND RESPONSIBILITIES, Section 5.5, RETAIL CUSTOMER'S ELECTRICAL LOAD, and Section 5.6, LIMITATIONS ON USE OF DISTRIBUTION SERVICE of this Tariff.

6.1.2.2.1.4 Space Requirements

Retail Customer grants to or secures for Company, at Retail Customer's expense, any rights-of-way or easements on property owned or controlled by Retail Customer that are necessary for Company to install Delivery System facilities for the purpose of delivering Electric Power and Energy to the Retail Customer. Such easement will be in a form acceptable to Company, including but not limited to, the form of easement agreements set forth in Section 6.3 of this Tariff.

With respect to distribution facilities, Retail Customer shall provide any necessary rights-of-way on property not owned or controlled by Retail Customer. If Retail Customer is unable to secure for Company any necessary rights-of-way or easements on property not owned or controlled by Retail Customer, Retail Customer shall be responsible for the actual costs incurred by Company in obtaining and clearing such rights-of way or easements.

Retail Customer also provides, without cost to Company, Suitable Space for the installation of Delivery System facilities necessary to transport Electric Power and Energy to the Retail Customer and for installation of metering facilities. In those areas where Network Service is the existing or planned service in use, then Retail Customer provides, without cost to Company, the space required for the installation of the facilities required for double contingency underground service.

6.1.2.2.2 Overhead Delivery Service

6.1.2.2.2.1 Standard Service Drop

Except in those areas where Network Service is the existing or planned service in use, Company provides, installs, and maintains Service Drop to the Point of Delivery approved by Company. Retail Customer provides and installs a point of attachment (such as a bracket, eye bolt, house knob, metal clevis, etc.) with adequate support that is acceptable to Company and meets all applicable codes.

6.1.2.2.2.2 Service Entrance Conductor

Retail Customer's Service Entrance Conductors are terminated on the outside of the service head and will not be less than 24 inches or the minimum length required by local ordinances, whichever is greater. The connections between the Retail Customer's service entrance conductors and the Company's Service Drop conductors are made by Company.

6.1.2.2.2.3 Connections at Point of Delivery

Company makes connections of Company's conductors to Retail Customer's conductors at the Point of Delivery.

6.1.2.2.3 Underground Delivery Service

Underground service is provided to Retail Customer under the following conditions:

a) Location and routing of Company's Delivery System is determined by Company.

b) Prior to beginning of construction, Retail Customer provides easements at no cost to Company for the underground conductors, padmount transformers and associated equipment. Retail Customer shall execute a written easement agreement with Company in a form acceptable to Company, including, but not limited to, the form easement agreements set forth in Section 6.3 of this Tariff.

c) Company may extend its conductors to Retail Customer's switchgear or service entrance enclosure when Company considers such conductors as being outside of building.

d) Before the installation of Company's underground Delivery System facilities, Retail Customer completes rough site grading, establishes final grade along the conductor route, and clears area of all obstructions. Any installation of obstructions (such as asphalt or concrete walk, driveway, street, alley, parking facilities, etc.) which interfere with the installation of Company facilities will be corrected by and at the expense of Retail Customer. No change is made in the grade along the conductor route or easement without consent of Company. Any lowering or raising of electrical conductors or associated equipment required by any change in grade is at the expense of Retail Customer, including necessary grade work.

e) Competitive Retailer or Retail Customer pays any amount due under this Rate Schedule, as applicable.

6.1.2.2.3.1 Delivery Service from Company's Existing Underground Delivery System

In certain areas of the Company's Delivery System where substantial investments have been made in underground service facilities, such as Network Service, and overhead service extensions into these areas are impractical and would nullify the benefits of past investments, Company retains the right to limit Delivery Service to Retail Customer from Company's existing underground Delivery System.

In certain areas of Company's Delivery System, including but not limited to portions of downtown Dallas, downtown Fort Worth, and downtown Waco, Company provides Network Service from its underground service facilities. In those areas where Network Service is provided, the standard service is double contingency underground service.

The phase and voltage of Delivery Service in areas served from Company's underground Delivery System may be limited to that which can be provided from existing facilities.

6.1.2.2.3.2 Service Lateral – Secondary Voltage

Company furnishes, installs and maintains the Service Lateral connecting Company's Delivery System to Retail Customer's Point of Delivery for permanent residential single phase service. All other service laterals are furnished, installed, maintained, and owned by Retail Customer. Where Retail Customer installs or plans to install obstructions (asphalt or concrete walk, driveway, retaining wall, paved parking lot, etc.) in the path of Company's service lateral, Company will require Retail Customer to provide and install Raceway for Company's service lateral to Company specifications. Should Retail Customer not install necessary Raceway for Service Lateral prior to the installation of obstructions or should Retail Customer's service route change after the installation of obstructions where no Raceway exists for new Service Lateral location, Retail Customer must make the necessary Raceway installations prior to Service Lateral installations.

6.1.2.2.3.3 Transformer and Equipment

Company provides, installs, owns and maintains transformer(s) and equipment for Retail Customers taking service at secondary voltage. Retail Customer provides without cost to Company space on Retail Customer's Premises suitable to Company for the installation, operation, and maintenance of transformers and other equipment required to provide Delivery Service to the Retail Customer. Retail Customer provides adequate and accessible pad space as determined by Company to allow transformer equipment maintenance and replacement. Required space for equipment considers any above ground construction or portion of a building which extends over the

pad. Passageways adequate to accommodate trucks or other necessary lifting and hauling equipment are provided by Retail Customer to allow replacement of transformers and other devices.

6.1.2.2.3.4 Vault

When a vault for Company's transformers, switchgear or other facilities is required on Retail Customer's Premises, and location is acceptable to Company, Retail Customer provides and installs the vault, at its cost, in accordance with Company specifications. If the vault is located inside or under Retail Customer's building, Retail Customer provides the necessary Raceway for Company's conductors so that such conductors are Conductors Considered Outside of Building. Company installs in the vault, transformers and/or other facilities necessary to provide Delivery Service to the Retail Customer. The Retail Customer is responsible for shielding or limiting utilization of adjoining building sections as necessary to limit noise and electromagnetic emissions. The Retail Customer is responsible for the cost of conducting studies and measurements to project or determine levels of emissions. Retail Customer takes Delivery Service at the secondary terminals of Company transformers or other facilities located in the vault as specified by Company.
Under any other conditions, Retail Customer takes service outside the building.

6.1.2.2.4 Meter

All Meters used to measure the amount of Electric Power and Energy delivered by Company for use in the calculation of Delivery System Charges, whether Company or Non-Company owned, are installed and maintained by Company. Meters shall be located outside the building. If the customer requires a meter location other than outside the building and Company approves such location, the customer shall install and own the electric service conductors from a point of delivery outside of the building (either secondary transformer terminals or service enclosure). All Meter transformers and transockets shall be furnished and owned by Company for these purposes. Where Retail Customer requests the installation of a Company Meter other than Company's standard Meter, Retail Customer pays the appropriate installation and monthly maintenance cost in accordance with the applicable rate schedule in Section 6.1.2 of this Tariff.

Company may, at its option and at its expense, relocate any Company-owned or Non-Company Owned Meter. In case of a relocation made necessary due to inaccessibility, hazardous location, or dangerous conditions for which Retail Customer is responsible, or in order to prevent a recurrence of unauthorized use of Delivery Service or tampering with equipment, Retail Customer, or Retail Customer's Competitive Retailer may be required to relocate Retail Customer's service facilities and Company facilities, including the Metering Equipment to a location agreeable to Company at the Retail Customer's expense.

Under no circumstances is any meter installation to be moved or relocated except as authorized by Company.

6.1.2.2.5 Standard Facility Extensions for Small Loads

Extension of standard facilities to permanent Retail Customers within Company's certificated area where the estimated cost to extend facilities does not exceed the standard allowances stated herein, will be provided to Retail Customers at no cost. The cost of the extension is calculated using the route of the new line, as determined by Company, from Company Delivery System facilities, which includes primary, secondary, and service drop for overhead facilities or Service Lateral for underground facilities, to the Point of Delivery. When two or more applications for Delivery Service from the same extension are received prior to starting construction of the extension, the maximum allowance is the sum of each individual applicant's standard allowance. Retail Customer makes a one-time non-refundable CIAC for the cost of providing an extension in excess of the stated allowances.

Company makes extension of electric service to Retail Customer's electrical installation so as to minimize the cost of such extension. Extension is normally made at no cost to Retail Customer except in those instances where the requested extension of Company's facilities is not economically justified or Retail Customer requests facilities in excess of those required to provide service as determined by the Company. In those areas where Network Service is the existing or planned service in use, the extension of Network Service is made to Retail Customer if Retail Customer complies with the requirements for receiving Network Service described in this Tariff.

6.1.2.2.5.1 Overhead Extensions for Small Loads

Company makes extension of overhead single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW, for a distance of up to 300 feet overhead single phase electric service, if electric service desired by Retail Customer is of the type and character of electric service which Company provides. The distance of the extension is measured using the route of the new line from Company distribution facilities, which includes primary, secondary and service drop to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the maximum length of the overhead extension provided at no charge is up to the number of applicants times 300 feet. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon an estimated cost per foot for the type of facility installed.

6.1.2.2.5.2 Underground Extensions for Small Loads

Except in those areas where Network Service is the existing or planned service in use, Company makes extension of underground single phase electric service without charge to permanent Retail Customers having an estimated maximum annual demand of less than 20 kW if electric service desired by Retail Customer is of the type and character of electric service which Company provides, and if the cost of the extension does not exceed an amount equivalent to 300 feet of overhead radial single phase circuit. The cost of the extension is calculated using the route of the new line from Company's existing distribution facilities, which includes primary, secondary and Service Lateral to the point of delivery. When two or more applications for electric service from the same extension are received prior to starting construction of the line extension, the extension will be provided without charge if the total cost of the extension does not exceed an amount equal to the number of applicants times an amount equivalent to 300 feet of overhead radial circuit. Retail Customer makes a one time non-refundable contribution in aid of construction for the cost of providing an extension in excess of such amount based upon a specific cost study.

6.1.2.2.6 Standard Facility Extension: All Other Extensions

6.1.2.2.6.1 Calculation of Contribution in Aid of Construction ("CIAC") for All Other Standard Facility Extensions

Customer will pay a CIAC amount to Company as determined in the formula below. If the amount calculated below is zero or negative, no CIAC is required. All calculations and component costs used in the determination of the CIAC will be provided to Retail Customer upon request.

To the extent that the payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The CIAC shall also include an amount to recover franchise fees where applicable.

Retail Customers Requesting Three-Phase Service or Any Service with a Maximum kW Demand Greater Than or Equal to 20 kW

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

Direct Cost - The current average cost of each component of Delivery System facilities necessary to provide Delivery Service to Retail Customer, determined by a computer estimate of all necessary expenditures, including, but not limited to metering, services, transformers, and rearrangement of existing Delivery System facilities. This cost includes only the cost of the above-mentioned facilities that are necessary to provide Delivery Service to the particular Retail Customer requesting service and does not include the costs of facilities necessary to meet future load growth anticipated to develop within two (2) years, or to improve the service reliability in the general area for the benefit of existing and future Retail Customers.

Standard Allowance - Standard Allowance Factor x Maximum kW Demand

Standard Allowance Factor - The appropriate factor set forth below for all Retail Customers requesting three-phase service or any service with a Maximum kW Demand greater than or equal to 20 kW, by rate class.

Rate Class	Standard Allowance Factor
Secondary Service Greater Than 10 kW	$155 /kW
Primary Service Greater Than 10 kW – Distribution Line	$ 79 /kW
Primary Service Greater Than 10 kW - Substation	$ 2 /kW
Transmission Service*	$ 2 /kW

*The Transmission Service Standard Allowance Factor applies only to the cost of providing and installing metering and capacitors on the Delivery System.

Maximum kW Demand - Company's estimate of Retail Customer's maximum 15-minute kW demand based on expected usage patterns and load or equipment data supplied by Retail Customer.

6.1.2.2.6.2 Extensions to Multi-Family Dwellings

Standard allowable expenditure when serving Multi-Family Dwellings is the average estimated system cost to serve Multi-Family Dwellings, on a per unit basis.

6.1.2.2.6.3 Retail Customer Requested Facility Upgrades

In the case of upgrades to Delivery System facilities necessitated by Retail Customer adding load in excess of existing Delivery System facility capacity, only the cost of the facility upgrades that are attributable to the Retail Customer's request are included in calculating a CIAC. The Maximum kW Demand amounts used in the CIAC calculation found in the subsection above shall reflect only the additional estimated kW demand directly attributable to the added load.

6.1.2.2.6.4 Unused Standard Allowance

Under no circumstance shall any unused standard allowance be paid or credited to the Retail Customer or used to reduce the cost for installation of non-standard Delivery System facilities or non-standard street lighting facilities.

6.1.2.2.7 Non-Standard Facility Delivery System Extensions

If Retail Customer desires Delivery System service that involves non-standard facilities as described in Section 6.1.2.2.1.2 of this Tariff, Retail Customer pays Company prior to Company's construction of non-standard facilities the total estimated cost of all non-standard facilities less the cost of standard facilities to meet Retail Customer's request.

Company may terminate the provision of any Delivery Service utilizing non-standard facilities at the end of the term of the applicable Facility Extension Agreement or Discretionary Service Agreement, or in the absence of a Facility Extension Agreement or Discretionary Service Agreement, on reasonable notice to Retail Customer and the Retail Customer's Competitive Retailer.

6.1.2.2.8 Temporary Delivery System Facilities

Retail Customer pays Company prior to Company's constructing temporary Delivery System facilities an amount equal to the estimated cost of installing and removing the facilities, plus the estimated costs of materials to be used which are unsalvageable after removal of the installation as set forth in Section 6.1.2 of this Tariff.

6.1.2.2.9 Removal and Relocation of Company's Facilities

Company may remove or relocate Company facilities upon request. If removal or relocation of Company facilities is in direct conflict with a proposed structure and is associated with a change in Retail Customer's requirements that results in additional revenue to the Company, such removal or relocation costs will be included as a direct cost in the calculation of the contribution in aid of construction, and the amount due from Retail Customer will be based on the provisions of Section 6.1.2.2.5 or 6.1.2.2.6, whichever is applicable. The Maximum kW Demand amounts used in the CIAC calculation shall reflect only the additional kW demand directly attributing to the added revenue to the Company. In all other cases, the requesting entity pays the total cost of removing or relocating such facilities.

6.1.2.3 Discretionary Charges Other Than Construction Service Charges

AVAILABILITY

Applicable to all Competitive Retailers and Retail Customers served by the Company.

The service charges listed below are in addition to any other charges made under Company's Tariff for Retail Delivery Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's cost plus appropriate adders and will be provided in accordance with Commission Substantive Rules.

Discretionary Charges - Other Than Construction Service Charges include:

Charge No.	Name and Description	Amount
DD9	**Holiday Move-In Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System on a holiday. This service is only available at an existing Premise with an existing Meter. It is not available if inspections and permits, or other construction is required.	
	A. Self Contained Meter	$ 36.35
	B. Other Connections	$178.70
DD10	**Out-of-Cycle Meter Reading Charge** Applicable to requests to read Retail Customer's Meter outside Normal Business Hours.	
	A. Outside Regular Hours - Non-Holiday	$ 3.15
	B. Outside Regular Hours – Holiday	$ 26.90
DD11	**PCB Inquiry and Testing Charge** Applicable to requests for information pertaining to PCB levels and testing of Company-owned, mineral oil-filled electrical equipment,	
	A. Initial Charge, includes up to four transformers or other oil-filled electrical equipment at a specific location	$170.30
	B. Additional Charge, for each additional transformer or other oil-filled electrical equipment at a specific site	$ 28.45
	C. Lab Testing Charge, if required	As Calculated
DD12	**Priority Move-In (New Premise) Charge** Applicable to requests to energize Retail Customer's connection to the Delivery System for the first time (New Premise) and such connection is made outside of Normal Business Hours.	
	A. Self Contained Meter	$147.85
	B. Other Connections	As Calculated
DD13	**Unmetered Facilities Connection/Disconnection** Applicable to request to energize/de-energize service to unmetered points of delivery.	
	A. Connection charge for the first device on a specific circuit	$ 40.40
	B. Connection charge for each additional device on that specific circuit	$ 6.20
	C. Disconnection charge for the first device on a specific circuit	$ 35.55
	D. Disconnection charge for each additional device on that specific circuit	$ 6.20

DD14	**Off-Site Meter Reading (OMR) Equipment Installation -- Outside Normal Business Hours Charge** Applicable to requests for Company's standard OMR equipment designed to transmit information via radio frequency to a hand-held meter reading device carried by a meter reader. This allows for the provision of a meter reading without visual contact with the meter. The Company maintains ownership of this equipment. This service is limited to self-contained single phase meters. A. Outside Regular Hours – Non-Holiday B. Outside Regular Hours – Holiday	 $174.40 $206.50
DD15	**Denial of Access Disconnection/Reconnection Charge** Applicable each time Retail Customer is disconnected for Denial of Access and each time the Retail Customer is reconnected after Company and Retail Customer have made arrangements for access to Company facilities. A. Disconnection B. Reconnection	 $ 35.55 $ 40.40
DD16	**Meter Investigation Charge** Applicable to requests for investigation of a damaged meter when determined by Company no damage exists. In the case of actual meter damage, no charge will be assessed.	$ 17.00
DD17	**Meter Non-Standard Programming Service Fee** Applicable to requests to install non-standard meter programs on Meter. A. Programming Prior to Installation B. Field Programming on Previously Installed Meter	 $ 24.25 $ 58.50
DD18	**Meter Communication Service Fee** Applicable to testing of 3rd party communication equipment necessary to obtain interval data from Meter. This charge is assessed to Retail Customers that have interval data recorder meters that are not required by ERCOT.	$114.70
DD19	**Electrical Pulse Equipment Installation/Replacement Charge** Applicable to requests for the installation/replacement of electrical pulse device equipment. A. Installation Charge B. Replacement Charges 1. Isolation relay 2. Pulse initiator 3. Isolation relay & pulse initiator 4. Enclosure box	 $542.60 $276.40 $113.45 $331.35 $153.75
DD20	**Electrical Pulse Equipment Maintenance Charge** Applicable to requests for the maintenance of electrical pulse devices. This is an optional service that covers repair/replacement of electric pulse equipment. If Retail Customer does not choose this service, Retail Customer is responsible for replacement charges according to discretionary service charge DD19.	$ 10.00
DD21	**Customer Premise Information Research Service Charge** Applicable to requests for or identification of, previously provided data related to Retail Customer.	As Calculated
DD22	**Power Factor Correction Equipment Installation Charge** Applicable to requests for the installation of the equipment on Company's Delivery System necessary to correct the Retail Customer's power factor to the level specified in the Tariff. The Retail Customer will be given the opportunity to correct problem on Retail Customer's premises prior to Company taking this action. Failure of Retail Customer to correct its power factor problem constitutes a request for Company to install the necessary equipment as described above.	As Calculated
DD23	**Non-Standard Service Equipment Inspection/Testing Charge** Applicable to periodic inspection/testing of non-standard Delivery System equipment installed at the request of the Retail Customer. This charge is applied each month.	$ 82.50
DD24	**Inadvertent Gain Charge** Applicable to Retail Electric Providers that have selected an incorrect premise from the ERCOT portal for a switch or move-in and Company is required to correct the inadvertent gain.	$ 21.90

DD25	**Retail Delivery Service Switchover Charge** Applicable to request to switch electric service of a consuming facility from Company to another utility that has the right to serve the consuming facility. Switchovers shall be handled pursuant to Substantive Rule §25.27, a copy of which will be provided upon request. Self Contained A. Base Charge B. Base Charge Adder Instrument Rated C. Base Charge D. Base Charge Adder E. Facilities Recovery Charge	 $538.55 $156.85 $797.55 $343.40 As Calculated
DD26	**Miscellaneous Discretionary Service Charge** Applicable to requests for discretionary services not covered by the standard conditions above and are provided in accordance with Commission Substantive Rules and are charged on the basis of an estimate for the work or the Company's cost plus appropriate adders.	As Calculated
DD27	**Street Light Painting Service Charge** Applicable to requests to paint Company-owned street light poles and fixtures.	As Calculated
DD28	**Street Light and Other Pole Straightening Service Charge** Applicable to requests to straighten Company-owned street light poles and other Company-owned poles.	As Calculated
DD29	**Street Light Patrolling Service Charge** Applicable to requests from a governmental entity for Company to provide additional street light patrolling within a specific geographic area.	As Calculated
DD30	**Street Light Numbering Service Charge** Applicable to requests from a governmental entity for Company to number Company-owned lighting facilities.	As Calculated
DD31	**Street Light Circuit Bulb and Photocell Replacement Service Charge** Applicable to requests from a governmental entity for bulb and photocell replacement of an entire street light circuit on a predetermined schedule.	As Calculated
DD32	**Advanced Metering Pre-pay Customer Connect/Disconnect Charge** is made for disconnection or reconnection of a pre-pay Retail Customer's distribution service at a premise where a provisioned AMS meter with remote disconnect/reconnect capability is installed and when the Competitive Retailer uses Oncor's prescribed process for disconnection/reconnection for a pre-paid customer with a provisioned AMS meter.	$ 0.00
DD33	**Advanced Metering Time of Use Programming Charge** is made for requests to program a provisioned AMS meter to collect metered data in the manner necessary to bill under time of use profiles existing on August 8, 2008.	$ 0.00
DD34	**Evaluation of Retail Electric Provider Requests for Non-Standard Advanced Meters, Additional Metering Technology, or Advanced Features not Specifically Offered by Company** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(C) for a study evaluating the costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company.	As Calculated
DD35	**Cost Differential for Non-Standard Advanced Meters or Features Pursuant to Requests Received Pursuant to DD34** Applicable to requests in accordance with Subst. Rule §25.130(g)(2)(A) and (B) for the differential costs of providing non-standard advanced meters, additional metering technology, or advanced features not specifically offered by Company that are in excess of the Company's standard advanced meters and features	As Calculated

6.1.2.4 Distributed Generation

DD36	**Distributed Generation Pre-Interconnection Study Fee** Applicable to requests for studies that may be required and conducted by Company for the interconnection of distributed generation on the Company's delivery system.	
	NON-EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 196.55
	3. Pre-certified, on network	$ 181.50 *
	4. Not pre-certified on network	$ 302.50
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 166.40 **
	2. Not pre-certified, not on network	$ 287.40
	3. Pre-certified, on network	$ 862.15 *
	4. Not pre-certified on network	$1,573.00
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 468.90
	2. Not pre-certified, not on network	$ 589.90
	3. Pre-certified, on network	$2,329.25
	4. Not pre-certified on network	$2,329.25
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 786.50
	2. Not pre-certified, not on network	$ 907.50
	3. Pre-certified, on network	$2,737,65
	4. Not pre-certified on network	$3,327,50
	EXPORTING	
	A. 0 to 10 kW	
	1. Pre-certified, not on network	$ 0.00
	2. Not pre-certified, not on network	$ 196.65
	3. Pre-certified, on network	$ 181.50 *
	4. Not pre-certified on network	$ 302.50
	B. 10+ to 500 kW	
	1. Pre-certified, not on network	$ 166.40 **
	2. Not pre-certified, not on network	$ 287.40
	3. Pre-certified, on network	$1,179.75 *
	4. Not pre-certified on network	$1,724.25
	C. 500+ to 2000 kW	
	1. Pre-certified, not on network	$ 468.90
	2. Not pre-certified, not on network	$ 589.90
	3. Pre-certified, on network	$3,009.90
	4. Not pre-certified on network	$3,130.90
	D. 2000+ kW	
	1. Pre-certified, not on network	$ 786.50
	2. Not pre-certified, not on network	$ 907.50
	3. Pre-certified, on network	$3,327.50
	4. Not pre-certified on network	$3,448.50
	* No cost for inverter systems less than 20 kW. ** No cost if generator supplies less than 15% of feeder load and less than 25% of feeder fault current.	
DD37	**Distributed Renewable Generation Metering** Applicable to installation, upon request pursuant to Substantive Rule § 25.213(b), by Retail Customer or Retail Customer's Competitive Retailer, of metering equipment that separately measures both the Customer's consumption from the distribution network and the out-flow that is delivered from the Customer's side of the Meter to the distribution network . Equipment shall be installed within 30 days of receipt of request.	As Calculated

6.2 Company - Specific Terms and Conditions
6.2.1 Definitions

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

4CP. The 4 CP kW applicable under the Monthly Rate section shall be the average of the Retail Customer's integrated 15 minute demands at the time of the monthly ERCOT system 15 minute peak demand for the months of June, July, August and September of the previous calendar year. The Retail Customer's average 4CP demand will be updated effective on January 1 of each calendar year and remain fixed throughout the calendar year. Retail Customers without previous history on which to determine their 4 CP kW will be billed at the applicable NCP rate under the "Transmission System Charge" using the Retail Customer's NCP kW.

CONNECTED LOAD. The combined electrical requirement (i.e., the sum of the capacities and/or ratings) of all motors and other electric power consuming devices installed on the Retail Customer's Premises.

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 payment is considered taxable revenue to the Company, it shall include an amount equal to the Company's tax liability. The payment shall also include an amount to recover franchise fees where applicable.

DEMAND INTERVAL. The specified interval of time on which a demand measurement is based. The Company demand interval is normally 15 minutes.

DWELLING UNIT. An individually metered private residence or individually metered apartment containing kitchen and bathroom facilities.

ENERGY. The measure of how much electric power is provided over time for doing work. The electrical unit is the watt-hour, or kilowatt-hour.

INDIVIDUAL PRIVATE DWELLING. A fixed, permanent residential structure. This term includes a mobile home. This term does not include self-propelled and non-self propelled recreational vehicles that have no foundation other than wheels, jacks, or skirtings.

MULTI-FAMILY DWELLING. A building or buildings containing three or more dwelling units all of which are rented primarily for nontransient use, with rent paid at intervals of one week or longer. Multi-Family Dwelling includes residential condominiums, whether rented or owner occupied.

METERING EQUIPMENT. Required auxiliary equipment that is owned by Company and used with the Billing Meter to accurately measure the amount of Electric Power and Energy delivered.

METER SOCKET. A receptacle of weatherproof construction used for mounting a socket-type meter.

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

NETWORK SERVICE. A unique type of electrical service derived through one or more connections to an electrical bus or grid established by paralleling three or more primary and or secondary network circuits, providing an additional level of reliability due to the double contingency nature of the service. Electrical power networks must be designed and configured for that purpose and must be operated and maintained utilizing special methods. Company determines where Network Service will be provided, and Network Service is only available in limited areas.

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

RACEWAY. Tubular or rectangular channel or conduit for containing electrical conductors, which may be exposed, buried beneath the surface of the earth, or encased in a building or structure.

SERVICE DROP. Overhead conductors that extend from Company's overhead Delivery System to the Point of Delivery where connection is made to Retail Customer's electrical installation.

SERVICE ENTRANCE CONDUCTORS. Conductors provided by Retail Customer extending from Retail Customer's electrical equipment to the point of delivery where connection is made.

SERVICE ENTRANCE ENCLOSURE. A connection enclosure used for the purpose of connecting the Service Lateral to Retail Customer's electrical installation.

SERVICE LATERAL. Conductors, usually underground but sometimes in raceway above ground, that extend from Company's Delivery System to the Point of Delivery or from Retail Customer's electrical installation to the Point of Delivery.

SUITABLE SPACE. The required amount of cleared space and access, after vegetation and other obstructions have been removed, in order to install, operate, and maintain Company facilities.

TEMPORARY DELIVERY SERVICE. Delivery Service provided to Retail Customer for a single, continuous period of time which is less than twelve consecutive months except that Delivery Service in connection with the delivery of construction power, even though provided for a continuous period of time in excess of twelve months, is considered to be temporary Delivery Service.

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.

WATT-HOUR. A unit of work or energy equivalent to the power of one watt operating for an hour.

6.2.2 Standard Voltages

Company provides Delivery Service at Company's standard voltages in accordance with Company's Facilities Extension Policy, and not all standard voltages are available at every location. If Retail Customer requests a voltage that is non-standard or not available for a specific load or location, such voltage may be provided by Company at the expense of the requesting party.

Single Phase	*Three Phase*
120	
	120/208
120/240	120/240 (overhead only)
240	240
240/480	240/480 (overhead only)
	277/480
480	480
2400	2400
	2400/4160
	4160
7200	
	7200/12470
7620	
	7620/13200
12470 (overhead only)	12470
	12470/21600
	13200
14400	
19920 (overhead only)	
	14400/24940
	19920/34500
	34500
	69000
	138000
	345000

Retail Customer should obtain from Company the phase and voltage of the service available before committing to the purchase of motors or other equipment.

Secondary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after two or more Company transformations (other than by use of autotransformers) from a transmission voltage.

Primary voltage is any one of the Company's standard service voltages at which Retail Customer takes Delivery of Electric Power and Energy after one Company transformation (other than by use of autotransformers) from a transmission voltage.

Transmission voltage is any one of the Company's standard voltages in excess of 60,000 volts at which Retail Customer takes Delivery of Electric Power and Energy.

6.2.3 Additional Delivery Service Information

6.2.3.1 Method of Providing Delivery Service

6.2.3.1.1 Multi-Family Dwellings

Company provides Delivery Service through an individual Meter to each Dwelling Unit or through one Meter at each Point of Delivery for any number of Dwelling Units in the same Multi-Family Dwelling . Where Delivery Service is provided using individual metering for each Dwelling Unit, Retail Customer shall provide and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.2 Non-Residential Multi-Tenant Buildings

Company provides Delivery Service through an individual Meter to each individual tenant space or through one Meter at each Point of Delivery for any number of individual tenant spaces in the same multi-tenant building. Retail Customer shall provide a means, acceptable to Company, to electrically disconnect each individual tenant space and provide and identify Meter Sockets in a manner and at locations suitable to Company.

6.2.3.1.3 Mixed Use Facilities

For a location that contains Multi-Family Dwellings and non-residential tenants, Company provides Delivery Service to each Multi-Family Dwelling pursuant to Section 6.2.3.1.1 and provides Delivery Service to non-residential tenants pursuant to Section 6.2.3.1.2.

6.2.3.1.4 Mobile Homes

Company provides Delivery Service through an individual Meter for individual mobile homes. For a mobile home park, Retail Customer shall group and identify Meter Sockets for individual mobile homes in a manner and at locations suitable to Company.

6.2.3.1.5 Delivery Service Provided Through Facilities Owned by Others

Company has the option to provide Delivery Service to a new Retail Customer through Delivery System facilities owned by an existing Retail Customer, with the consent of the existing Retail Customer. In such cases, the metered electrical usage registered on the existing Meter is reduced by an appropriate amount to recognize the metered electrical usage of the new Retail Customer.

Under this method of service, the new Retail Customer, the existing Retail Customer and Company shall complete a Subtract Meter Agreement setting forth the responsibilities of each party.

6.2.3.2 Measurement Adjustment

If Company meters service on the low side of Retail Customer's transformers for service taken at primary or transmission voltage, the following adjustments are made to kWh/kW and power factor measurements in accordance with Section 4.7.1, MEASUREMENTS, unless indicated otherwise in the applicable rate schedule.

Notwithstanding the previous paragraph, for a Retail Customer receiving service at transmission voltage and metered by Company on the low side of the Retail Customer's transformer, Company will apply a separate transformer-specific adjustment factor for kW/kWh and power factor provided by Retail Customer, verified by a qualified third-party and approved by Company.

Primary Distribution Voltage			Transmission Voltage
Billing Based on kW		Billing based on kWh	
Under 50 kW	50 kW and Over		
2.0% added to measured kW and kWh	1.0% added to measured kW and kWh	2.0% added to measured kWh	0.5% added to measured kW and kWh

If Company, for reasons of economics or safety, chooses to meter on the high side of the Company-owned transformer, the adjustment factors above shall be used to decrease the kWh and kW. For all customers metered on the high side of the Company-owned transformer, Company will increase the Customer's metered power factor by 3%.

In addition, Company may, at its option, install a meter capable of performing transformer loss compensation in lieu of the provisions above.

For all customers metered on the low side of the Retail Customer's transformer, Company will subtract 3% from the Customer's metered power factor.

6.2.3.3 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.

6.2.4 Additional Discretionary Service Information

6.2.4.1 Responsibilities for Discretionary Services

In connection with the Delivery of Electric Power and Energy to a Competitive Retailer's Retail Customers, the Competitive Retailer or Retail Customer, as applicable, shall pay for Discretionary Services provided to a particular Point of Delivery pursuant to Section 4.4, BILLING AND REMITTANCE. The following Discretionary Services may require a separate service agreement between Company and Competitive Retailer or between Company and Retail Customer prior to the provision of service:

DISCRETIONARY SERVICE CHARGE		APPLICABLE SERVICE AGREEMENT
SD4	Customer Requested Clearance	Discretionary Service Agreement
DD1	Delivery System Facilities Relocation/Removal Study	Discretionary Service Agreement
DD2	Delivery System Facilities Relocation/Removal	Discretionary Service Agreement
DD3	Competitive Meter Removal/Installation Service	Agreement for Meter Ownership and/or Access
DD4	Competitive Meter Physical Access Equipment Installation Service	Discretionary Service Agreement
DD6	Delivery System Facilities Installation	Facility Extension Agreement
DD7	Additional Service Design	Discretionary Service Agreement
DD8	Temporary Facilities	Facility Extension Agreement or Discretionary Service Agreement
DD11	PCB Inquiry and Testing	Discretionary Service Agreement
DD17	Meter Non-Standard Programming Service	Discretionary Service Agreement
DD18	Meter Communication Service	Discretionary Service Agreement
DD19	Electrical Pulse Equipment Installation/Replacement	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD20	Electrical Pulse Equipment Maintenance	Agreement and Terms and Conditions for Pulse Metering Equipment Installation
DD27	Street Light Painting Service	Discretionary Service Agreement
DD28	Street Light and Other Pole Straightening Service	Discretionary Service Agreement
DD29	Street Light Patrolling Service	Discretionary Service Agreement
DD30	Street Light Numbering Service	Discretionary Service Agreement
DD31	Street Light Circuit Bulb and Photocell Replacement Service	Discretionary Service Agreement

6.2.4.2 Invoicing and Payment for Discretionary Services

Charges for the Discretionary Services outlined above will be invoiced by Company in the manner specified in the applicable service agreement. Unless alternative arrangements are made, payment in full must be received by Company prior to the provision of the requested service.

6.3 Agreements and Forms
6.3.1 Facilities Extension Agreement

Project Number _____

WR Number _____

Region/District _____

This Agreement is made between _____, hereinafter called "Customer" and _____, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location _____.

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

☐ STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of _____ kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as_____ volt, _____ phase, at 60 hertz, with reasonable variation to be allowed.

☐ STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

_____ All-electric residential lot(s)/apartment units, or
(Number of lots/units)

_____ Electric and gas residential lot(s)/apartment units.
(Number of lots/units)

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

☐ NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend/install the following non-standard facilities:

_____
_____
_____
_____

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company _____ Dollars ($ _____) as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company.

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

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

a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of a meter. The installation of a meter in connection with Temporary Delivery Service does not constitute substantial completion.

b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - OTHER SPECIAL CONDITIONS

_____
_____
_____
_____
_____

ACCEPTED BY COMPANY:	ACCEPTED BY CUSTOMER:
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

6.3.2 Transmission/Substation Facility Extension Agreement

This Agreement is made between _____, hereinafter called "Customer" and _____, hereinafter called "Company" for the extension of Company Delivery System transmission/substation facilities, as hereinafter described. As used herein, the term "extension" shall mean the construction of new facilities or modification of existing facilities.

Customer has requested that Company construct the following Company-owned Delivery System facilities: _____ _____ _____ ("Company Facilities") to serve the following Customer-owned facilities located at _____ ("Customer Facilities"): _____ _____ _____

ARTICLE I - PAYMENT BY CUSTOMER

1. As payment for Customer's portion of the cost of the extension of the Company Facilities in accordance with this Agreement, Customer will pay to Company the amount(s) shown below, such payment(s) to be and remain the property of the Company.

_____ _____ _____ _____

2. If the Customer Facilities have not achieved the level of operation specified below by the date specified below, then Customer shall pay to Company those costs as described below to compensate Company for costs it has incurred associated with the Company Facilities. The following will also address any security required associated with such payment obligation.

_____ _____ _____ _____

3. Upon termination pursuant to the provisions of Article III, Paragraph 2 below, Customer shall pay to Company all of: (a) the costs that Company has incurred prior to the date of termination for engineering, procuring equipment and materials, construction, and any other costs related to the Company Facilities; (b) the costs that Company has committed to incur prior to the date of termination that it is unable to avoid using commercially reasonable steps; and (c) such costs incurred by Company after the date of termination to return the Delivery System to a condition consistent with Company's construction standards and Company's Tariff for Retail Delivery Service. Any cost obligations incurred by Customer under this paragraph will be reduced by any payments made by Customer under Paragraph 1 above. The provisions of this paragraph shall survive termination of this Agreement.

4. In calculating the costs Company has incurred (or committed to be incurred), such costs shall include the normal loadings Company applies to construction projects of this nature and shall be increased by an adder to cover the effects of a Customer payment on the Company's tax liability and shall include an amount to recover franchise fees where applicable.

ARTICLE II - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Company Facilities extended under this Agreement.

ARTICLE III - TERM AND TERMINATION

1. This Agreement becomes effective on the date of execution by both parties and may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

2. Customer may terminate this Agreement at any time prior to completion of the Company Facilities by providing Company with seven (7) days advanced written notice.

ARTICLE IV - GENERAL CONDITIONS

1. Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____, which may from time to time be amended or succeeded.

2. This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

3. The services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery

4. Tariff"). Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

5. 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. Changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

6. 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.

7. Customer may not assign the Agreement without Company's prior written consent.

8. 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.

ARTICLE V - OTHER SPECIAL CONDITIONS

_____
_____
_____
_____
_____

ACCEPTED BY COMPANY:	ACCEPTED BY CUSTOMER:
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date Signed	Date Signed

6.3.3 Application for Interconnection and Parallel Operation of Distributed Generation with the Utility System

Return Completed Application to:

Oncor Electric Delivery Company LLC
Attention: Distributed Resource Specialist
1616 Woodall Rodgers Fwy
Dallas, TX 75202-1234

Customer's Name: _____

Mailing Address: _____

Contact Person: _____

Telephone Number and email address: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

Signature _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated by Company for interconnection with the utility system.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: _____Yes _____No

If Yes, maximum amount expected: _____

Pre-Certification Label or Type Number _____

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples:, provide power to meet base load, demand management, standby, back-up, other (please describe))_____

One-line diagram attached: _____Yes

Has the generator Manufacturer supplied its dynamic modeling values to the Host Utility? _____ Yes
[Note: Requires a Yes for complete application. For Pre-Certified Equipment answer is Yes.]

Layout sketch showing lockable, "visible" disconnect device: _____Yes

Authorized Release of Information List

By signing this Application in the space provided below, Customer authorizes Oncor to release Customer's proprietary information to the following persons:

	Name	Phone Number	E-Mail Address
Owner / Customer			
Project Manager			
Electrical Contractor			
Consultant			

If Customer does not sign this Application, then Customer must authorize Oncor to release Customer's proprietary information to consultant or contractor. For residential Customers, that authorization may be provided in an e-mail communication or in hard copy. For commercial Customers, that authorization must be made on the Customer's business letterhead.

_____
[CUSTOMER NAME]

BY: _____

TITLE: _____

DATE: _____

6.3.4 Agreement for Interconnection and Parallel Operation of Distributed Generation

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by _____("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. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Customer agree that one or more generating facility or facilities of ten MW or less to be interconnected at 60 kV or less ("Facility or Facilities") may be interconnected to the Company's utility system, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** -- Company and Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas Substantive Rules § 25.211 relating to Interconnection of Distributed Generation and § 25.212 relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation, (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Exhibit A. Customer shall conduct operations of its facility(s) in compliance with all aspects of the Rules, and Company shall conduct operations on its utility system in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

Customer will notify Company of any emergency or hazardous condition or occurrence with the Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's PUC-approved tariffs and terms and conditions for distribution service, which is incorporated herein by reference.

b. Neither Company nor Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.

c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Customer or for the Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

d. ***Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Customer. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.***

e. ***Company and Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Customer.***

f. ***For the mutual protection of the Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Customer's service entrance conductors to be energized.***

5. **Right of Access, Equipment Installation, Removal & Inspection–** Upon reasonable notice, the Company may send a qualified person to the premises of the Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. **Disconnection of Unit –** Customer retains the option to disconnect from Company's utility system. Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of the Company's utility system serving customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Customer with reasonable prior notice.

7. **Effective Term and Termination Rights–** This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. **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, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. **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.

10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits 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 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 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.

11. **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, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the PUCT.

13. **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.

14. **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.

15. **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.

16. **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.

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

[Company Name]	_____ [CUSTOMER NAME]
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Facility Schedule No.	Name of Point of Interconnection

[Insert Facility Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

1. Name:

2. Facility location:

3. Delivery voltage:

4. Metering (voltage, location, losses adjustment due to metering location, and other):

5. Normal Operation of Interconnection:

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. Control area interchange point (check one): _____ Yes /_____ No

11. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

[Company Name]

BY: _____

TITLE: _____

DATE: _____

_____
[CUSTOMER NAME]

BY: _____

TITLE: _____

DATE: _____

6.3.5 Discretionary Service Agreement

This Discretionary Service Agreement ("Agreement") is made and entered into this __ day of _____, 20__, by _____("Company"), a Delaware limited liability company and distribution utility, and _____ ("Customer"), a _____ [specify whether individual or corporation, and if corporation 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 Services to be Provided** – Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement. [Specify below or in an attached exhibit the discretionary service(s) to be provided, the applicable rate schedule(s), the location at which discretionary service(s) will be provided, and any supplemental terms and conditions applicable to such service(s).] _____

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

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

4. **Term and Termination** -- This Agreement becomes effective _____ and continues 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 Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____
[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 any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

_____
_____
_____
_____

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** – The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** -- _____.

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

[COMPANY NAME]	[CUSTOMER NAME]
BY:_____	BY:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

6.3.6 Easement and Right of Way (Form 50.2000)

EASEMENT AND RIGHT OF WAY
TRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

That, _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for electric power and communications lines, each consisting of variable number of wires and cables, and all necessary or desirable appurtenances including supporting structures, guy wires and guy anchorages over, under, across and upon all that certain tract(s) of land located in _____ County, Texas, more particularly described in Exhibit(s) –(and-), attached hereto and made part hereof.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable to erect thereon, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to trim and cut down trees and shrubbery on the easement and right-of-way, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto, and the right to remove at Grantor's expense or to prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

Grantor shall not make or cause any changes in grade, elevation, or contour of the land (except those associated with normal agricultural activities) within the easement and right-of-way described herein without first providing advance notice and obtaining prior written consent to do so from Grantee. If written consent is not obtained prior to any action by Grantor that causes any changes in grade, elevation, or contour of the land within the easement and right-of-way, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the change in grade, elevation, or contour of the land within the easement and right-of-way in the event Grantor fails to promptly restore the grade, elevation, or contour to its previously existing condition.

Grantor shall not perform any excavations, trenching, or other soil disturbing activities (except those associated with normal agricultural activities) that, in the sole judgment of Grantee, will endanger the integrity of the supporting structures and/or foundations, as applicable, or perform any other activities that may, in the sole judgment of Grantee, remove, reduce, or adversely affect or impact the lateral support of the supporting structures and/or foundations, as applicable, without first providing advance notice and obtaining prior written consent to do so from Grantee. If prior written consent is not obtained by Grantor prior to performing any excavation, trenching or other soil disturbing activity that endangers the integrity of the supporting structures or foundations, as applicable, Grantor shall, upon demand from Grantee, at Grantor's expense, restore the easement and right-of-way to its previously existing condition, or reimburse Grantee fully for the cost of adjusting its facilities as necessary to accommodate the excavation, trenching, or soil disturbing activity in the event Grantor fails to promptly restore the easement and right-of-way to its previously existing condition or cannot do so.

Grantor reserves the right to use the easement and right of way area provided such use shall not include the growing of trees thereon or any other use that might, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted. Grantor further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with Grantee's use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of Grantee's lines, and shall be so constructed as to provide with respect to Grantee's wires and other facilities the minimum clearances provided by law and recognized as standard in the electrical industry. Grantor also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 12 feet wide which will permit Grantee reasonable access to all parts of said land.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. This easement may be assigned in whole or in part.

EXECUTED this _____ day of _____, A.D. 200__.

By: _____

Name: _____

Title: _____

6.3.7 Easement and Right of Way (Form 50.2100)

AERIAL EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Grantee", and has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an aerial easement and right-of-way for overhead electric power and communications lines, each consisting of a variable number of wires and cables over and across all that certain tract(s) of land located in _____ County, Texas, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines or the metes and bounds description as above described is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said overhead lines when constructed.

Together with the right of ingress and egress over and along the easement and right-of-way and over Grantor's adjacent lands to or from the easement and right-of-way, for the purpose of and with the right to construct, operate, improve, reconstruct, repair, inspect, patrol, maintain and remove such overhead electric power and communications lines as the Grantee may from time to time find necessary, convenient or desirable, the right to install gates in all existing and future fences crossing the easement and right-of-way, provided such gates will be installed in a manner that will not weaken such fences, the right to relocate its facilities along the same general direction of said lines, the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future, the right to trim and cut down trees and shrubbery on the easement and right-of-way and Grantor's land adjacent thereto, to the extent, in the sole judgment of the Grantee, necessary to prevent possible interference with the operation of said overhead lines or to remove possible hazard thereto, and the right to remove or prevent the construction on the easement and right-of-way of any or all buildings, structures and obstructions.

It is understood, however, that Grantee shall have no right to erect any structures upon the above described easement but may overhang such easement with structures located on property adjacent to Grantor's property.

Grantor reserves the right to use the easement and right-of-way, provided such use shall not include the growing of trees thereon or any other use that may, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted to it.

In addition to the consideration above recited for the easement and right-of-way hereby granted, the Grantee will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled for actual damages to fences and growing crops and improvements located on the easement and right-of-way caused by reason of the construction, maintenance or removal of said lines; provided, however, that no such payment will be made for trimming or removal of trees hereafter permitted to grow on the easement and right-of-way, nor for removal of buildings, structures, or obstructions erected upon the easement and right-of-way after granting of this aerial easement and right-of-way.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described aerial easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D.20____.

By: _____

Name: _____

Title: _____

6.3.8 Easement and Right of Way (Form 50.3200)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas, 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 200_.

By: _____

Name: _____

Title: _____

6.3.9 Easement and Right of Way (Form 50.3400)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, surface mounted equipment, conduits, manholes, vaults, transformers, switches, protection, sectionalizing devices and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

6.3.10 Easement and Right of Way (Form 50.3500)

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for guying facilities consisting of a variable number of guy wires, guy anchors, and all necessary or desirable appurtenances over, across and upon Grantor's land described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED

Grantor recognizes that the general course of said guying facilities, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said guying facilities when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, reconstruct, maintain, operate or remove said guying facilities; the right to prevent excavation within the easement; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said guying facilities and the right to trim or cut down trees or shrubbery within said easement area. Grantor shall not make changes in grade, elevation or contour of the land without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgement of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until all of said guying facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

6.3.11 Easement and Right of Way (Form 50.3700)

SUBSTATION EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____ §

That _____ of _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and no/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Fwy, Dallas, Texas 75202, hereinafter referred to as "Company," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Company, its successors and assigns, an easement and right of way for an electric power substation consisting of structures made of steel and or wood, concrete foundations, wires, cables, transformers, switches, circuit breakers, relay and battery all weather enclosures, security fencing and other necessary and/or desirable appurtenances over, upon and under that certain tract of land located in _____ County, Texas, more particularly described as follows and sometimes referred to herein as the "easement area":

(Legal Description)

Together with the right of ingress and egress over, across, throughout and along the easement area for the purpose of and with the right to construct, operate, maintain, repair, reconstruct, modify and to remove such electric power substation from such easement prior to or upon termination of such easement.

Further, Company shall have the right to remove or thereafter prevent the growth of trees, limbs, branches or surface brush or vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and its appurtenances; and Company shall have the right to prevent the construction or maintenance of any structures, houses or permanent installations of any kind within the easement area and shall have the right to fence and enclose the easement area and to have exclusive possession of the surface thereof.

It is understood that by this grant of easement and right of way Company is granted exclusive right to use the property described above for the above purpose noted, and Grantor, by these presents and for the consideration stated, relinquishes any right to grant to others any easements, licenses, leases or other rights hereafter with respect to the easement area, without first obtaining the express written consent of Company.

Company shall have the rights of ingress and egress across Grantor's adjacent lands to and from the easement area for the purposes noted herein with regard to the substation. Company shall have the right to construct and maintain an all weather road along and upon the route shown on "Exhibit A" (or "B", depending upon whether a separate legal description is attached as Exhibit "A" for the substation site itself), attached hereto and made a part hereof for all purposes for such ingress and egress, which shall constitute an easement for access to and from the easement area.

In addition to the consideration above recited for the substation easement and access road easement hereby granted, Company will pay to the owner of the land, and, if leased, to his tenant, as they may be respectively entitled, actual damages to fences and growing crops and improvements located on Grantor's adjacent lands caused by reason of the construction, operation, maintenance, repair, reconstruction or removal of said electric power substation and access road; provided, however, Company shall not be required to pay for trimming or removal of vegetation and removal of any improvements located within the easement area, or any trees, limbs, branches or surface brush and vegetation as may in any way or to any extent now or forever interfere with the efficiency, safety and/or convenient operation of said electric power substation and access thereto.

TO HAVE AND TO HOLD the above described easement and right of way unto the said Company, its successors and assigns, until all of said facilities shall be removed or upon Company's written notification that the easement is terminated, and in that event said easement shall cease and all rights herein granted shall cease and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds himself, his heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement unto Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, A.D. 20____.

By: _____

Name: _____

Title: _____

6.3.12 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act
for utility easements serving the subject property only.)

****

STATE OF TEXAS
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board hereby grants to_____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit:_____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from_____ to the Veterans Land Board and recorded in Vol._____, Page_____, of the Deed Records of_____County, Texas, to which reference is made for a full and complete description. Said right-of-way being_____ feet wide, being_____feet over and on each side of the center line thereof, said centerline to be agreed upon by the grantee herein. In no event shall this easement be used as an increment to proved service to property outside the boundaries of the above referenced tract. **GRANTOR AND GRANTEE AGREE TO RELEASE FROM ALL LIABILITY AND CLAIMS AND HOLD HARMLESS, THE CHAIRMAN, MEMBERS AND EMPLOYEES OF THE VETERANS LAND BOARD FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE FAILURE TO SPECIFICALLY LOCATE THE RIGHT-OF-WAY BY COURSES BY AND DISTANCES.**

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of $_____; such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line, and not for any other purpose. The Grantee agrees to occupy the land to the extent and for the length of time necessary when constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was in before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) Other conditions: (If none, indicated so. If necessary, reference and attach exhibit.)

(11) The terms and conditions hereof shall be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, respectively.

In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

_____ _____
(Veteran-Purchaser) (Spouse)

APPROVED THIS_____DAY OF_____, _____.

_____

PAUL E MOORE

EXECUTIVE SECRETARY APPROVED AS TO CONTENTS:

VETERANS LAND BOARD OF THE STATE OF TEXAS

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day ____/____/____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleded to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____ _____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day ____/____/____ personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowleded to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____ _____
Notary Public in and for the State of Texas

6.3.13 Grant of Easement (Veteran's Land Board)

ACCOUNT NUMBER _____

GRANT OF PERPETUAL EASEMENT

(Lands Under Contract Of Sale And Purchase Under The Texas Veterans Act)

****

STATE OF TEXAS
COUNTY OF _____
KNOW ALL MEN BY THESE PRESENTS:

(1) That the undersigned Veteran-Purchaser, grantor herein, with the approval of the Veterans Land Board, hereby grants to _____, hereinafter called grantee, an easement for a right-of-way for the following kind of line, to wit: _____, with the right to construct and erect such a line, on and across the land as described in the Warranty Deed from_____ to the Veterans Land Board and recorded in Vol._____, Page _____, of the Deed Records of _____ County, Texas, to which reference is made for a full and complete description. Said right-of-way being _____ feet wide, being _____ feet over and on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

(2) Said right-of-way for said line is _____ rods in length and the grantee hereby agrees to pay the Veterans Land Board at Austin, Texas, in consideration for the granting of this easement, the sum of $_____. Such amount is to be applied by the Veterans Land Board to the credit of the grantor's account; provided that if said land has been forfeited according to law to the Veterans Land Board, such amount will be applied for the benefit of the fund designated by law.

(3) It is agreed that when said line is erected on said land, the location of the right-of-way shall become permanently fixed, and the course and location of said right-of-way shall not be changed except by both written consent of the grantor and written approval of the Veterans Land Board.

(4) The Grantee is hereby granted the right of ingress and egress to and from said right-of-way and occupancy thereof only for the purpose of constructing, erecting, maintaining, repairing, replacing and rebuilding said line.

(5) It is understood that the grantee cannot construct, erect or maintain any telephone, telegraph, electric transmission or power line or oil pipeline, gas pipeline, sulfur pipeline, or other electric or pipeline, unless the same is specifically provided for in first paragraph of this agreement. However, if the contract is for a pipeline, the grantee is entitled to replace said pipeline with a larger or smaller pipe, or pipe of the same size, but grantee shall not build another pipeline alongside of first pipeline or at another location without both the written consent of the grantor and approval of the Veterans Land Board; and if this contract is for a telephone, telegraph, electric or power line, the grantee is entitled to replace poles, towers and guy wires at their original location, and attach additional wires on the poles and towers; but shall not erect additional poles, towers, and guy wires after grantee has erected the original line without both the written consent of the grantor and the approval of Veterans Land Board.

(6) The grantee agrees to bury all pipelines, if any, below plow depth and to construct the same so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner; and the grantee agrees to erect all telephone, telegraph and electric and power lines, if any, so as not to interfere with the use of the land for the grazing of livestock or farming in the usual manner, except that it is understood that the ordinary and usual poles and towers and necessary guy wires may be erected.

(7) It is agreed that if the grantee injures or destroys any fences, bridges, buildings, or other structures on said land (other than the structure constructed by the grantee) that said grantee will within a reasonable time rebuild and repair the same to the extent that they will be in as good condition as they were in before the grantee injured or destroyed them.

(8) The grantee agrees to pay to the Veterans Land Board for the benefit of the grantor's account (or the fund designated by law, in case of forfeiture) the amount of actual damages done to the fences, bridges, buildings, timber and other property (other than property belonging to the grantee) by reason of the constructing, erecting, maintaining, repairing, replacing and rebuilding of said line; provided that damages repaired by the grantee as prescribed in the preceding paragraph shall not be included.

(9) The grantee shall have a reasonable time after termination of this easement to remove any of its own property from said right-of-way, provided all payments hereunder due at the time of such removal are paid in full. If the grantee removes any pipes, poles or other equipment or structures, it shall level the land from where the same are taken so that the said land will be as nearly as possible in the same condition it was before grantee entered thereon. Should the grantee fail to remove any property from the premises in a reasonable time, the same shall, at Grantor's option, become property of the grantor herein as additional rental therefor.

(10) The terms and conditions hereof shall be binding upon the parties, their assigns, respectively. In witness whereof the grantor has hereunto set his hand and the grantee is bound by the provisions hereof by the acceptance of delivery of this instrument, the effective date of which is the date the Executive Secretary of the Veterans Land Board executed his approval hereon.

_____ _____
(Veteran-Purchaser) (Spouse)

APPROVED THIS_____DAY OF_____, _____.

_____
PAUL E MOORE
EXECUTIVE SECRETARY
VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED AS TO CONTENTS:

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____, personally appeared _____ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____

_____
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day _____/_____/_____, personally appeared _____ known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

My Commission Expires:
_____

_____
Notary Public in and for the State of Texas

6.3.14 Agreement and Terms and Conditions for Pulse Metering Equipment Installation

_____ ("Company") and _____ [an Electric Power and Energy end-user; the written authorized representative of _____, an Electric Power and Energy end-user; or a retail electric provider for _____, an Electric Power and Energy end-user] ("Customer") hereby agree that the provision of Pulse Metering Equipment will be governed by the Company's Tariff for Retail Delivery Service and this Agreement and Terms and Conditions for Pulse Metering Equipment Installation ("Agreement").

Upon the request of Customer, Company shall install, maintain, repair, replace, or remove Pulse Metering Equipment located at Company's Meter used for billing Delivery System Services in accordance with the following terms and conditions:

1. Company shall install Pulse Metering Equipment, including: pulse initiator, as needed; external protective devices, as needed; junction box, as needed; and necessary wiring and related materials and supplies up to a point for Customer's interconnection.

2. Customer shall be responsible for the installation and maintenance of all wiring and equipment on Customer's side of the point of interconnection with Company's Pulse Metering Equipment.

3. Customer agrees that Company is not obligated to alter or adjust any meter reading based on the equipment that Customer installs to receive the Electrical Pulses provided for herein and that Company in no way guarantees that Customer's equipment will operate satisfactorily.

4. Company shall charge and Customer shall pay (i) the installation charge as set forth in Company's Tariff for Retail Delivery Service, or if there is no such charge, (ii) the difference in costs, if any, between the existing meter (or the standard meter if no meter is currently installed) and the cost of an advanced meter that meets Customer's requirements, or (iii) the actual cost of the installation requirements, which includes the actual cost of equipment, labor, and overheads necessary to provide pulse access, or (iv) an engineering estimate thereof. Customer shall remit payment to Company for the costs incurred under this paragraph by the due date shown on Company's invoice.

5. Only Company or Company's authorized representatives shall install, maintain, repair, replace, or remove Pulse Metering Equipment. Company shall normally complete installation or removal of such equipment within thirty (30) days from the date request is made in accordance with Section 10. Normal installation times may be impacted by equipment availability or other factors beyond the reasonable control of Company. If Company determines that the installation time may exceed thirty (30) days Company shall provide notice to Customer of this Agreement when Pulse Metering Equipment installation is complete, including pulse multipliers for the meter, so that pulse data can be interpreted.

6. Company shall maintain, repair, or replace Pulse Metering Equipment installed hereunder, if and to the extent that such work is necessary to maintain the pulse access desired by Customer. If applicable, a charge for maintenance shall be optional, with Customer having the option whether to pay a monthly maintenance fee, rather than the cost of repair or replacement should such become necessary to maintain the pulse access desired by Customer. Company shall charge and Customer shall pay (i) the replacement charge, (ii) the actual cost of all required repairs/replacement, or (iii) an engineering estimate thereof. Company shall repair or replace only such Company equipment as requires repair or replacement.

7. If an isolation relay is used, under no circumstances shall Customer modify or interrupt the operation of Company's relay and associated wiring.

8. Company reserves shall have the right to interrupt the pulse circuit in accordance with the provisions of the Company's Tariff for Retail Delivery Service.

9. This Agreement may be amended, revised, or otherwise changed only by an appropriate order of an Applicable Legal Authority.

10. All requests for Pulse Metering Equipment shall be in writing and must include the following information:

    (a) Customer name;
    (b) Letter of authorization if Customer is other than an Electric Power and Energy end-user;
    (c) Customer's authorized representative contact name, if applicable;
    (d) Customer's authorized representative contact phone number, if applicable;
    (e) ESI ID (if available);
    (f) Service address (including City and zip code);
    (g) Pulse data requested e.g. watt-hour, time, var-hour;
    (h) Billing/Invoice Information, including:
    Responsible Party;
    Billing Address; and
    (i) If Customer is not the owner of the premises upon which Pulse Metering Equipment will be located, Customer shall represent, that Company is fully authorized to enter the premises and to perform any reasonable effort necessary to install, maintain, repair, replace, or remove Pulse Metering Equipment.

11. All communications necessary in the administration and execution of this Agreement may be effectuated by contacting Company and Customer at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

FOR CUSTOMER:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Either party may change the preceding designation by providing the other party with no less than thirty (30) days advanced notification of such change.

12. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend Company's Tariff for Retail Delivery Service.

13. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate (a) upon mutual agreement of the Parties, or (b) written notification by Customer to Company that it requests to terminate this Agreement; or (c) upon the effective date of a new agreement between the Parties.

14. Termination of this Agreement, for any reason, shall not relieve Company or Customer of any obligation accrued or accruing prior to such termination.

15. 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.

Company (insert name) _____

(legal signature) _____

(date) _____

Customer (insert name) _____

(legal signature) _____

(date) _____

6.3.15 Agreement for Meter Ownership and/or Access for Non-Company Owned Meters

ESI ID: _____
(If this Agreement applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.)

_____("Company") and _____("Retail Customer") hereby agree that this Agreement for Meter Ownership and/or Access for Non-Company Owned Meters ("Agreement"), as well as Company's Tariff for Retail Delivery Service ("Tariff") and Applicable Legal Authorities, will govern Retail Customer's utilization of Non-Company Owned Meter(s), and Retail Customer's physical access to Non-Company Owned Meter(s) to obtain Meter Data at the ESI ID(s) specified above. All defined terms used herein will have the meanings specified in the Tariff, except as otherwise expressly provided in this Agreement.

This Agreement may be executed by a written authorized representative/agent ("Retail Customer's Agent"), acting on behalf of the Retail Customer pursuant to an executed Letter of Agency ("LOA") delivered to Company. Termination of the agency authority of Retail Customer's Agent will become effective as to this Agreement upon Company's receipt of written notice of such termination from the Retail Customer. A change in Retail Customer's Agent will become effective as to this Agreement only upon the Company's receipt of a new LOA designating a new Retail Customer's Agent, in which event Retail Customer is also responsible for promptly providing Company with the contact information for the new Retail Customer's Agent required under Section C of this Agreement. Retail Customer shall ensure that Retail Customer's Agent complies with this Agreement, the other applicable provisions of the Tariff, and Applicable Legal Authorities.

If Retail Customer is not the owner of the premises where the Non-Company Owned Meter(s) will be installed, Retail Customer represents that Company is fully authorized to enter the premises and perform any reasonable effort necessary to install, maintain, repair, replace, or remove the Non-Company Owned Meter(s).

A. UTILIZATION OF NON-COMPANY OWNED METER

1. **Meter Owner.** Retail Customer has selected and authorized _____ to be the Meter Owner of the Non-Company Owned Meter(s) at the ESI ID(s) specified above. A change in Meter Owner will become effective only upon a written amendment of this Agreement.

2. **Non-Company Owned Meter.** The Non-Company Owned Meter(s) selected from the ERCOT-approved competitive meter list that will be installed pursuant to this Agreement is/are _____ (i.e.,meter manufacturer and type). Any credit to the Delivery Charges invoiced to the Retail Customer's Competitive Retailer for the utilization of Non-Company Owned Meter(s) shall be as provided in Section 6.1 - Rate Schedules of Company's Tariff.

3. **Metering Services.** Company shall provide Metering Services as defined in PUC Substantive Rule 25.311(b)(5), (as the same may be changed from time to time by the Commission), excluding Meter ownership, to Retail Customer utilizing Non-Company Owned Meter(s). Charges may apply to these Metering Services as provided in Section 6.1 – Rate Schedules of Company's Tariff.

4. **Requests for Metering Services.** Requests for Metering Services, including installation or removal of Non-Company Owned Meter(s), shall be made in accordance with Company's Tariff and Applicable Legal Authorities.

5. **Shipping of Non-Company Owned Meters to Company.** A Non-Company Owned Meter shipped by the Meter Owner to the Company for testing and installation shall be shipped to the Company's designated meter delivery address as provided herein, with shipping costs prepaid by the Meter Owner.

6. **Return of Non-Company Owned Meters to Meter Owner.** A Non-Company Owned Meter being returned to the Meter Owner for any reason (including removal from service) may be picked up by the Meter Owner at a Company designated location within ten business days after Company gives written notice that the Non-Company Owned Meter is being returned. If the Non-Company Owned Meter is not picked up by the Meter Owner within such ten business day period, Company will have the right to return the Non-Company Owned Meter to the Meter Owner using any of the following means: (a) shipping by Company to the Meter Owner, at the address specified herein, shipping to be paid by the Meter Owner, cash on delivery; (b) shipping to the Meter Owner using a shipper, Meter Owner account number and shipping instructions provided by the Meter Owner when the Meter Owner is notified that the Non-Company Owned Meter is being returned; or (c) other arrangements mutually agreed to by Company and Meter Owner. If a Non-Company Owned Meter that has been removed from service is not returned to the Meter Owner using one of the means specified above, Company will safeguard the Non-Company Owned Meter until the earlier of (i) the date the Meter Owner takes possession of it, or (ii) 60 calendar days from the date of removal.

B. ACCESS TO NON-COMPANY OWNED METER BY COMPANY TO OBTAIN METER DATA

1. **Billing and Settlement Meter Reading Capability.** Where remote meter reading is required, the method that Retail Customer will provide for the Company to remotely access the Non-Company Owned Meter(s) to obtain Meter Data necessary for the Company to fulfill its billing, settlement and reliability responsibilities pursuant to Applicable Legal Authorities ("Billing and Settlement Meter

Reading Capability") is _____ (e.g., cell phone, land line, radio, etc.). The Billing and Settlement Meter Reading Capability must be compatible with a method the Company currently uses elsewhere on its system for remote access to Billing Meters providing similar billing, settlement and reliability Meter Data. The Billing and Settlement Meter Reading Capability must comply with Section 5.10.2 – Retail Customer Responsibility and Rights of Company's Tariff. Where remote meter reading is required, Retail Customer shall arrange for and be responsible for the costs, including any ongoing costs, of the remote communications for the Billing and Settlement Meter Reading Capability. Retail Customer shall have the Billing and Settlement Meter Reading Capability in effect beginning _____. Retail Customer shall provide Company with 45 calendar days advance written notice of termination of the Billing and Settlement Meter Reading Capability and agrees to work in good faith with Company to restore Company's remote meter reading capability.

2. **Company's Access to Billing and Settlement Meter Reading Capability.** Company will not use Meter Data from a Non-Company Owned Meter for purposes other than fulfilling the Company's billing, settlement, and reliability responsibilities in accordance with Applicable Legal Authorities. Company shall have access to the Non-Company Owned Meter using the Billing and Settlement Meter Reading Capability, (a) on the scheduled meter reading day and the two calendar days on either side of the scheduled meter reading day, for _____ consecutive minutes beginning at _____ am/pm (circle one) (central prevailing time); and (b) on three additional consecutive calendar days designated by Company in writing for ____ consecutive minutes each day beginning at ____ am/pm (circle one) (central prevailing time). In addition, Company may access the Non-Company Owned Meter at other times if necessary to fulfill the Company's billing and settlement responsibilities or if access is not available at the designated times. If Company does not have reasonable access through the Billing and Settlement Meter Reading Capability to the Non-Company Owned Meter for a period exceeding 10 calendar days, or for the two calendar days on either side of and on the scheduled meter read date, or in the event that Company's access to billing and settlement data is blocked during the times listed herein, Retail Customer will be in breach of its obligations under this Agreement.

3. **Charges.** Company shall not charge Retail Customer for access to the Meter Data nor shall Retail Customer charge Company for access to the billing, settlement and reliability Meter Data.

C. CONTACT INFORMATION

All notifications and other contacts necessary in the administration and execution of this Agreement may be effectuated by contacting Company, Retail Customer, Meter Owner, or Retail Customer's Agent at the addresses and telephone numbers set forth below:

FOR COMPANY:

Contact: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Receipt of Non-Company Owned Meter:

Contact: _____

Address: _____

_____

FOR RETAIL CUSTOMER:

Company Name: _____

Contact Person: _____

Premise Address: _____

_____

Billing Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Retail Customer's Competitive Retailer, contact name and phone number:

_____

FOR METER OWNER:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

For Return of Non-Company Owned Meter:

Contact Person: _____

Address: _____

_____

FOR RETAIL CUSTOMER'S AGENT:

Company Name: _____

Contact Person: _____

Address: _____

_____

Email: _____

Phone Number: _____

Fax Number: _____

Company will promptly provide to the Retail Customer any changes to the Company's contact information. The Retail Customer will promptly provide to Company any changes to the Retail Customer's, Meter Owner's, Competitive Retailer's or Retail Customer's Agent's contact information.

D. OTHER TERMS AND CONDITIONS

1. The form of this Agreement may be amended, revised, or otherwise changed only by an appropriate order of Applicable Legal Authorities.

2. Except as expressly provided by this Agreement, no provisions of this Agreement shall revise, alter, modify, or amend other provisions of Company's Tariff for Retail Delivery Service.

3. This Agreement shall commence upon the date of execution by both Parties (the "Effective Date").

4. This Agreement shall terminate on the earlier of: (a) the date that none of the ESI IDs specified on the first page of this Agreement are associated with the Retail Customer; or (b) the date that all of the Non-Company Owned Meters provided for under this Agreement have been permanently removed, whether removed at the Retail Customer's request or pursuant to Applicable Legal Authorities; or (c) termination by the Retail Customer upon 45 calendar days advance written notice to the Company; or (d) termination by the Company upon Retail Customer's breach of any obligation under this Agreement that has remained uncured after Retail Customer and Retail Customer's Agent, if designated, have been given written notice of the breach and 30 calendar days to cure. Upon termination of the Agreement, Company shall have the right to remove the Non-Company Owned Meter(s) covered by this Agreement; provided that removal of Non-Company Owned Meters shall comply with Section 5.10.5 of the Tariff. Termination of the Agreement may result in applicable charges under Section 6.1 – Rate Schedules of Company's Tariff. Termination of this Agreement, for any reason, shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

5. Retail Customer is responsible for providing accurate information to Company as requested herein, as well as accurate information necessary to facilitate Company's access through the Billing and Settlement Meter Reading Capability to billing, settlement and reliability Meter Data (e.g., telephone numbers). Retail Customer is responsible for promptly informing Company of any changes to that information. Failure to maintain the accuracy of the information required under this Agreement will constitute a breach of this Agreement.

6. This Agreement is binding upon Company and Retail Customer and their successors and assigns, provided that Retail Customer may assign this Agreement only to another Retail Customer taking service at the specified ESI IDs, and only upon giving written notice to Company and providing all pertinent changes to information requested herein.

7. 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.

Company (insert name) _____

(legal signature) _____

(date) _____

Retail Customer (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ____day of_____, by:

Meter Owner (insert name) _____

(legal signature) _____

(date) _____

ACKNOWLEDGED this ___day of _____, by:

Retail Customer's Agent (insert name) _____

(legal signature) _____

(date) _____

6.3.16 COMPETITIVE METERING LETTER OF AGENCY

Electric Service Identifier (ESI ID Number):* _____

Premise Address *(include city, state, zip)*:* _____

_____

Retail Customer: _____

Retail Customer's Billing Address: _____
(include city, state, zip)

_____

Retail Customer's Email: _____

Retail Customer's Telephone Number: _____

Retail Customer's Fax Number: _____

Retail Electric Provider or (REP): _____

Transmission and Distribution Utility (TDU): _____

Retail Customer's Agent: _____

Retail Customer's Agent's Address: _____
(include city, state, zip)

_____

Retail Customer's Agent's Email: _____

Retail Customer's Agent's Telephone Number: _____

Retail Customer's Agent's Fax Number: _____

* **If this Letter of Agency applies to multiple ESI IDs, the ESI IDs are listed on an Attachment that identifies the appropriate premise address for each ESI ID.**

The Retail Customer designates the Retail Customer's Agent for purposes of performing Retail Customer's duties provided for in the "Agreement for Meter Ownership and/or Access" (the "Agreement"), as well as giving and receiving information in accordance with the Competitive Metering Guides of the Electric Reliability Council of Texas ("ERCOT").

In addition to the duties included in the Agreement, Retail Customer appoints Agent to:

(1) Communicate with and authorize TDU to maintain, repair, and replace the Non-Company Owned Meter(s), as may be reasonable and necessary;

(2) Submit to and obtain from the TDU information requests, service requests, and data access; and,

(3) Authorize TDU to enter the Premise at reasonable times and to perform all reasonable and necessary work to install the Non-Company Owned Meter(s) at the Premise and to maintain, repair, replace, and remove the Non-Company Owned Meter(s).

Retail Customer acknowledges that Retail Customer is obligated to pay all amounts due to the TDU pursuant to its tariffs approved by the Public Utility Commission of Texas. Failure of Agent to perform Retail Customer's duties does not relieve Retail Customer of any obligation under the Agreement or tariffs.

By signing this Letter of Agency, Retail Customer represents that if Retail Customer is not the owner of the premises upon which the Non-Company Owned Meter and any associated equipment will be located, that Company is fully authorized by the owner of the premises to enter the premises and to perform any reasonable work necessary to install, maintain, repair, replace, or remove such Meter and associated equipment.

Representation: By signing this Letter of Agency, Retail Customer represents that Retail Customer is at least 18 years old and has the legal capacity to execute this document.

Termination: This Letter of Agency can be terminated at any time, provided however that with regard to the Agreement, termination shall be effective only upon TDU's receipt of written notice of such termination from Retail Customer. Retail Customer represents by its signature hereunder that Retail Customer is aware of its affirmative duty to promptly inform the TDU of any changes to this Letter of Agency, including its termination.

_____ _____
Retail Customer Date

6.3.17 Agreement for Street Lighting Service

AGREEMENT FOR STREET LIGHTING SERVICE

BY AND BETWEEN

_____, Texas

A MUNICIPAL CORPORATION

AND

ONCOR ELECTRIC DELIVERY COMPANY LLC

DATE

_____

AGREEMENT FOR STREET LIGHTING SERVICE
BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND
[INSERT NAME OF CITY]

The City of _____, Texas, a Municipal Corporation ("Customer"), and Oncor Electric Delivery Company LLC, for and in consideration of the mutual covenants set forth in this Agreement for Street Lighting Service (the "Agreement"), agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated:

a. "Company's Tariff" shall mean the Company's approved Tariff for Retail Delivery Service, as may be revised from time to time during the term of this Agreement, on file with the Public Utility Commission of Texas;

b. Customer shall be the "Retail Customer" as such term is used in Company's Tariff.

c. "Facility" or "Facilities" shall mean the electrical facilities or equipment, including but not limited to, pole(s), luminaire(s), wires, and appurtenances, owned by Company or Customer, through which Company will provide service to Customer pursuant to this Agreement.

2. Term and Termination. Consistent with the requirements of section 6.1.1.1.8 - Lighting Service of Company's Tariff, this Agreement shall be effective as of the _____ day of _____, 20 ___ , and, unless terminated early in accordance with the terms of this Agreement, shall remain in effect for an initial term of ten (10) years and from year to year thereafter until canceled by either party consistent with the terms of this Agreement. After the expiration of the initial ten year term, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time under the following conditions.

(a) If Company begins installation of any requested Facilities prior to receiving full payment of any contribution-in-aid-of-construction provided for in section 6.1.1.1.8 - Lighting Service of Company's Tariff or any subsequently approved similar provision, from Customer or Customer's agent or representative ("Customer's Agent") as appropriate, and Customer or Customer's Agent thereafter fails to make such payment in full, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(b) If Customer discontinues taking electric service from Customer's designated competitive retailer at Facilities, for purposes other than to allow the Customer to begin receiving service from another competitive retailer at such Facilities, then: (i) Company may immediately terminate this Agreement by providing written notice of such termination to Customer, (ii) Company may remove all such Facilities owned by Company, and (iii) Customer shall pay Company all cost incurred by Company in removing such Facilities, less the salvage value of such Facilities, within 30 days of Company's removal of the subject Facilities.

(c) If Customer purchases Facilities owned by Company.

3. Contribution-In-Aid-Of-Construction. Section 6.1.1.1.8 - Lighting Service of Company's Tariff provides for the installation or construction by Company of a base level of Facilities with no contribution-in-aid-of-construction required from Customer. For example, Schedule A provides for the installation or construction of wood poles of a type normally used by Company served overhead without the payment of contribution-in-aid-of-construction by Customer. Requested Facilities that exceed such base level require a contribution-in-aid-of-construction to be paid by Customer to Company. Company will begin work on the requested Facilities prior to receipt of full payment of any required contribution-in-aid-of-construction from Customer or Customer's Agent. However, Customer or Customer's Agent shall pay to Company any required

contribution-in-aid-of-construction prior to Company energizing the requested Facilities or within 90 days from the receipt of a contribution-in-aid-of-construction invoice, whichever is earlier. If Customer has arranged for Customer's Agent to pay to Company any required contribution-in-aid-of-construction, then Customer's Agent shall execute a Supplement to this Agreement, the form of which is attached hereto as Exhibit A, for the sole purpose of establishing such agent's agreement to pay such contribution-in-aid-of-construction.

4. Service Subject to Company's Tariff. This Agreement is subject to the terms and conditions of Company's Tariff, and all services provided by Company shall be pursuant to and consistent with Company's Tariff. To the extent any provision of this Agreement conflicts with or is inconsistent with Company's Tariff, then the provisions of Company's Tariff shall control.

5. Material Change. In the event that a judicial decision, order, new law or regulation, or a change in any law or regulation, materially and directly affects a party's ability to perform its obligations hereunder, then the party that is negatively affected shall have the right to notify the other party, within 30 days after becoming aware of such detrimental event. The parties shall use their best efforts to negotiate a modification to the terms of this Agreement so as to mitigate the impact of the event. If, after twenty (20) days beyond the notice, the parties have been unable to negotiate a mutually satisfactory modification to the terms of this Agreement, then either party shall have the right to terminate this agreement upon ten (10) days written notice to the other party. If such right to terminate is not exercised within forty-five (45) days after the date of the original notice, then the right to terminate this Agreement shall be waived with respect to the particular event.

6. Type of Service and Applicable Rate Schedule. The type of service provided and rate schedule applicable at each Facility or group of Facilities shall be agreed to by the Parties and specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B," which may be amended or supplemented as necessary, at any time, by mutual agreement of the parties.

7. Installation/Construction. All requests for installation or construction of Facilities subject to this Agreement shall be made on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and incorporated into this Agreement by execution of the form Supplement to the Agreement attached hereto as Exhibit "A." All such installation or construction shall be performed by Company pursuant to and consistent with section 6.1.1.1.8 - Lighting Service of Company's Tariff, and all other applicable provisions of such Tariff.

8. Relocation of Facilities. Nothing contained herein modifies section 37.101 of PURA, which provides that "the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street by: (1) giving the electric utility 30 days' notice; and (2) specifying the new location for the facility along the right-of-way of the street." Notwithstanding the foregoing, issues regarding the relocation of Facilities should, if possible, be resolved by the parties prior to the execution of this Agreement and may require the execution of a separate agreement.

9. Billing and Payment. Company will invoice Customer directly for the contribution-in-aid-of-construction specified on the form entitled Request for Street Lighting Service, attached hereto as Exhibit "B" and any other charges for which Company's Tariff provides for direct billing by Company to Customer. Federal income taxes are due on contributions-in-aid-of-construction, pursuant to current Internal Revenue Service ("IRS") rulings and regulations, unless Customer is eligible for an exemption available under applicable IRS regulations. To the extent such IRS rulings and regulations are modified in a manner that impacts the obligation of Customer to pay such federal income taxes, then the Parties shall implement such modified rulings and regulations on a prospective basis. All other charges associated with the Services provided by Company to Customer will be included on the bill or invoice that Customer receives from Customer's designated competitive retailer.

10. No Delegation of Authority. Customer does not by this Agreement delegate its authority or responsibility for the Facilities covered by this Agreement to Company but shall continue to hold full discretion to determine the policies and procedures regarding such Facilities.

11. Obstructions. Customer is responsible for removing all obstructions and trimming all trees that may interfere with the installation or construction of requested Facilities. After installation, Company is responsible for removing or trimming all trees that interfere with the distribution line providing service to the lighting facilities and Customer is responsible for removing or trimming all trees that interfere with the dispersion of light from the Facilities.

12. Outages. To the extent that Company is responsible for maintaining Facilities pursuant to this Agreement, Customer may report any Facilities requiring maintenance to Company via either of the following means:

Internet: http://oncorstreetlight.com
Telephone: 1-888-313-4747

13. Permits. Customer will secure for Company all permits and consents necessary for the performance of this Agreement.

14. Notice. Except as provided in section 12 above, any notice required under this Agreement shall be forwarded to the following representatives of the parties:

Customer:

_____

_____

_____

Company:
CUSTOMER OPERATIONS / STREETLIGHT ADMINISTRATION

ONCOR ELECTRIC DELIVERY COMPANY LLC

1616 WOODALL RODGERS FWY

DALLAS, TX 75202

15. Prior Agreements for Street Lighting Service. This Agreement supersedes and amends all prior agreements for Street Lighting Service between Company and Customer.

16. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Company and Customer and their respective successors and permitted assigns. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Company may, without the consent of Customer and upon five (5) days advance written notice, (a) transfer or assign this Agreement to an affiliate of Company, or (b) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of Company. UPON AN ASSIGNMENT PURSUANT TO THIS SECTION, CUSTOMER AGREES THAT COMPANY SHALL HAVE NO FURTHER OBLIGATIONS REGARDING FUTURE PERFORMANCE HEREUNDER.

This Agreement is effective this _____ day of _____ , 20 __.

[[INSERT CUSTOMER NAME]]

BY:

_____

_____
(TITLE)

_____
(DATE)

ONCOR ELECTRIC DELIVERY COMPANY LLC

BY:

_____

_____
(TITLE)

_____
(DATE)

EXHIBIT "A"

WR Number:_____

SUPPLEMENT TO
THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN
ONCOR ELECTRIC DELIVERY COMPANY LLC AND _____

DATED _____

This Supplement ("Supplement") to the Agreement for Street Lighting Service ("Agreement"), is made and entered into this _____ day of _____, 20___, by ONCOR Electric Delivery Company LLC and _____, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

   Request for Street Lighting Service dated _____, attached hereto as Exhibit B.

2. This Supplement shall become effective upon execution by the Parties.

3. This Supplement is subject to the terms and conditions of the Agreement.

4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.

5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Title: _____

Date: _____

_____
[[INSERT CUSTOMER NAME]]

By: _____

Title: _____

Date: _____

For CIAC purposes only pursuant to Section (4) above.

[[INSERT CUSTOMER'S AGENT'S NAME]]

By: _____

Title: _____

Date: _____

EXHIBIT "B"

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A***-Addition ***R***-Removal ***RL***-Relocation ***S***-Service *(Schedule D – Only)*

ESID / Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Quantity	Wattage	Lamp Type	Rate Schedule	Identifying Luminaire/ Pole Type	Location: FLN & Physical Address (See Attached Sketch)

Comments:

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of $_____.

2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number(s): _____ Date: _____

6.4 Rate Administration

6.4.1 Cities in Which Rider UFCRF and the Agreement for Underground Facilities and Cost Recovery have been Approved

CITY	EFFECTIVE DATE	CITY	EFFECTIVE DATE
Irving	11/01/2007		
Sulphur Springs	02/05/2008		
Sulphur Springs	09/28/2009		

APPENDIX A

AGREEMENT BETWEEN COMPANY AND COMPETITIVE RETAILER REGARDING TERMS AND CONDITIONS OF DELIVERY OF ELECTRIC POWER AND ENERGY (DELIVERY SERVICE AGREEMENT)

Company and Competitive Retailer hereby agree that their relationship regarding the Delivery of Electric Power and Energy will be governed by the terms and conditions set forth in Company's Tariff approved by the Public Utility Commission of Texas (Commission). A copy of this Tariff may be obtained by contacting the Central Records Department of the Commission.

I. Notices, bills, or payments required in Company's Tariff shall be delivered to the following addresses:

FOR COMPANY

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Payment Address (both electronic and postal): _____

Company may change such contact information through written notice to Competitive Retailer.

FOR COMPETITIVE RETAILER

Legal Name: _____

Mailing Address: _____

_____

Phone Number: _____

Fax Number: _____

Email Address: _____

Billing Address (both electronic and postal): _____

_____

PUC Certificate Number: _____

Competitive Retailer may change contact information through written notice to Company.

II. A. DESIGNATION OF CONTACT FOR REPORTING OF OUTAGES, INTERRUPTIONS, AND IRREGULARITIES

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to report outages, interruptions, and irregularities and will then forward such calls to Company at the following toll-free number:

1-888-313-4747

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to report outages, interruptions, and irregularities. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of such reporting:

1-888-313-4747

B. DESIGNATION OF CONTACT FOR MAKING SERVICE REQUESTS

*Please place a check on the line beside the option selected. ***These options and attendant duties are discussed in Pro-Forma Tariff section 4.11.1.***

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then electronically forward such information to Company.

___ Competitive Retailer will direct Retail Customers to call Competitive Retailer to make service requests and will then forward such calls to Company at the following toll-free number:

1-888-313-6862

___ Competitive Retailer will direct Retail Customers to directly call or contact Company to make service requests. Competitive Retailer will provide Retail Customer with the following Company supplied toll-free number for purposes of making such requests.

1-888-313-6862

III. TERM

This Agreement shall commence upon the date of execution by both Parties (the "Effective Date") and shall terminate upon mutual agreement of the Parties or upon the earlier of the date (a) Competitive Retailer informs the Company that it is no longer operating as a Competitive Retailer in Company's service territory; (b) a new Delivery Service Agreement between the Parties hereto becomes effective; or (c) Competitive Retailer is no longer certified by the Commission as a Retail Electric Provider in Company's certificated service area.

Termination of this Agreement, for any reason, shall not relieve Company or Competitive Retailer of any obligation accrued or accruing prior to such termination.

IV. 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.

V. SIGNATURES

Company (insert name) _____

(legal signature) _____

(date) _____

Competitive Retailer (insert name) _____

(legal signature) _____

(date) _____

RESOLUTION NO. 11-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MASTER AGREEMENT GOVERNING MAJOR CAPITAL IMPROVEMENT PROGRAM, BY AND BETWEEN THE CITY OF RICHARDSON, TEXAS, AND DALLAS COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Master Agreement between the City of Richardson and Dallas County governing Major Capital Improvement Projects has been in effect since 2001, and is due to expire on June 26, 2011; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

WHEREAS, the City Council has been presented a proposed revised Master Agreement Governing Major Capital Improvement Program by and between the City of Richardson, Texas and the County of Dallas, Texas, for a term of ten years, attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Richardson, Texas;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Master Agreement Governing Major Capital Improvement Program, attached hereto as Exhibit "A", having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Richardson, Texas.

SECTION 2. That this resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, this the _____ day of June, 2011.

CITY OF RICHARDSON, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
PETER G. SMITH, CITY ATTORNEY
(PGS:05-24-11:49504)

Exhibit "A"
Master Agreement Governing
Major Capital Improvement Program

(to be attached)

MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM

THIS MASTER AGREEMENT is made by and between the City/Town of Richardson, Texas, hereinafter called "City" or "Town", and Dallas County, hereinafter called "County", acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter called Master Agreement, for the purpose of Transportation Improvements on roads inside Dallas County that are on the North Central Texas Council of Government's Regional Thoroughfare Plan.

WITNESSETH

WHEREAS, pursuant to Court Order 2001-1225, dated June 26, 2001, County Commissioners Court approved participation in Transportation Major Capital Improvement Program within the cities inside Dallas County; and

WHEREAS, the approved project lists may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City/Town and County for the mutual consideration stated herein:

ARTICLE I. DEFINITIONS

The following definitions are incorporated into this agreement for all purposes.

A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.

B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.

C. **CITY/TOWN** shall mean the City/Town of Richardson, Dallas County, Texas.

D. **CONTEXT SENSITIVE SOLUTIONS (CSS)** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early,

continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of Dallas County Public Works Department to use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

E. **COUNTY** shall mean County of Dallas, State of Texas.

F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either City/Town or County general overhead.

G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this **Master Agreement** to become effective.

H. **EXTRA TERRITORIAL JURISDICTION- (ETJ)** shall mean the unincorporated area outside the incorporated boundaries of the municipality as determined in Chapter 42 of the Texas Government Code, as amended.

I. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Exhibit A, attached hereto and as well as any additions or supplements thereto. The five phases of the project delivery system are planning, design, right of way, utility clearance, and construction.

J. **FUNDING AGREEMENT** shall mean the agreement between the County and a City/Town to establish a preliminary proposed budget for a project. As design is completed and the engineering estimate is refined, the funding agreement shall be incorporated into the Project Specific Agreement.

K. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.

L. **IN-HOUSE PROJECT DELIVERY COSTS** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment and other expenditures necessary for the management and continuation of the MCIP.

M. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City/Town and County in accordance with Texas Government Code Chapter 791.

N. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

O. **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.

P. **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the Preliminary Design Charrette.

Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the 2005 SAFETEA-LU Act, any amendments, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.

R. **ORPHAN ROADS** shall mean all or part of a street or road right of way which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right of way. These roadway segments have, in effect, been "orphaned" by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.

S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City/Town or other Stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.

T. **PRELIMINARY CONCEPT CHARRETTE (PCC)** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency, but will usually be a greater uncertainty of what the road improvement will involve, the purposes, varying contexts (e.g. Transit Oriented Development, Recreational Oriented Development, Industrial Oriented Development, etc.). Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual ROW challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.

U. **PRELIMINARY DESIGN CHARRETTE (PDC)** shall mean a meeting of decision making stakeholders and other members of the project team for the purpose of discussing feasible design alternatives, forging strong consensus among all stakeholders for the selected alternative, and entering into a MOA for the overall estimate, alignment and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that the strong consensus achieved will help assure the project is able to overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one Project Manager assigned to a Project.

W. **PROJECT TEAM** shall mean representatives from County, City/Town, and other Stakeholders as may be mutually agreed upon by County, City/Town and Stakeholders or otherwise with responsibility for delivering the completed Project.

X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City/Town.

Y. **PROJECT DURATION** shall mean the active life of the project. Project shall commence with the application for a project by the City/Town and acceptance by the Dallas County Commissioners Court. Project shall be considered complete when construction has been fully completed and the one year maintenance period has expired or the project has been terminated in accordance with Article IV of this Agreement.

Z. **PROJECT SPECIFIC AGREEMENT or PROJECT SUPPLEMENTAL AGREEMENT (PSA)** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the City/Town and County as it relates to a particular Project. A PSA supersedes the MOA or Funding Agreements.

AA. **RIGHT OF WAY (ROW)** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by County or City/Town, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.

BB. **SCOPING SHEETS** shall be attached to each PSA. These sheets will set forth the design criteria to be used for the project, including the alignment, appropriate specifications, typical section and other parameters of the project. As project goals and needs are more clearly defined the Scoping Sheets shall be updated and revised by the project manager to reflect current construction goals.

CC. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City/Town criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be mutually agreed upon in a project Scoping Sheets.

DD. **TxDOT** shall mean the Texas Department of Transportation.

EE. **UTILITIES** shall mean each City/Town utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the City/Town, County, or State of Texas.

FF. **CITY/TOWN UTILITY** shall mean those owned or operated by City/Town which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.

GG. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all UTILITIES located within the limits of any governmental entity.

HH. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City/Town Utilities, whose facilities are located within a private easement.

II. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's Facility adjusted or relocated as a part of the PROJECT as compared to the existing Facility, or any upgrading of the Utility's Facility above the standard practices, devices or materials, specified by the Utility and customarily used by City/Town or Utility on projects solely financed by City/Town or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by City/Town or Utility. This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").

ARTICLE II. PERIOD OF THE AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This Master Agreement shall expire ten years from the Effective Date unless terminated in accordance with Article IV.

ARTICLE III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the City/Town and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City/Town Council Resolution.

ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

A. TERMINATION

a. This Master Agreement may be terminated by any of the following conditions:

1. By expiration of term of the agreement.
2. By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any supplemental agreement or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
3. By either party with ninety days written notice to the other party.

b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed supplemental agreements made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.

c. In the event that any supplemental agreement is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all project contracts,

unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.

d. If the Project is terminated by the City/Town prior to the award of any construction contract and the Project is located within the City/Town limits, City/Town shall pay to County the full amount expended by County on the project and County shall transfer to City/Town its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.

e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.

f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to insure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

g. Provisions b through g of this section shall survive the termination of this Master Agreement and any PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

B. FORCE MAJEURE:

Neither County nor City/Town shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV section B shall survive the termination of this Master Agreement.

ARTICLE V. LIABILITY FOR ACT AND OMISSIONS

County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City/Town under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination of this Master Agreement.

ARTICLE VI. LEAD AGENCY

A. Lead Agency shall be that entity which is responsible for the project from conception through to completion of construction. City/Town and County may choose for County to manage project through design and construction and for City/Town to acquire ROW.

B. In the event that the City/Town is Lead Agency the City/Town shall:

a. Provide project management and leadership from project selection to construction completion following the 5 Phase Project Delivery System as detailed in Exhibit A, attached hereto and as well as any additions or supplements thereto;

b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;

c. Acquire ROW necessary for project;

d. Enter into or obtain whatever agreements or permits necessary for project completion;

e. Provide County with opportunity for significant input in plan development and periodic progress reviews; and

f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.

C. For City/Town-led projects in which the City/Town is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City/Town and County have arrived at mutual agreement through involvement of County during the initial design phases including the Design Partnering Kick-off Meeting and as necessary the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

ARTICLE VII. CITY/TOWN COVENANTS AND AGREES AS FOLLOWS:

A. To execute with reasonable promptness the necessary agreements for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by PSA.

B. To provide City/Town Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet Project funding for each milestone as specified herein or in the Funding Agreement and/or PSA.

C. To provide City/Town Council Resolution adopting the subdivision regulation in the ETJ as defined in Article XVII below.

D. City/Town agrees to share the funding of each Project with County on an equal share basis of 50%/50% or as otherwise agreed cost sharing arrangement as specified in a Funding Agreement and/or PSA with the following exclusions:

a. City/Town shall bear the entire cost of:

1. City/Town owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;

2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;

3. Utility Betterments

4. Direct costs of City/Town which is fulfilling the role of Lead Agency, shall be totally funded by City/Town unless supported by a detailed hourly accounting system equal to County's accounting system.

5. City/Town Indirect Costs.

E. When mutual written agreement has been reached as to Projects' concepts, design elements and limits by County and City/Town at the PDC, City/Town agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City/Town agrees to fund ROW not acquired, but reasonably expected to be acquired. City/Town also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.

F. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City/Town is unable to obtain such ROW as described above, City/Town shall notify County of such conflict. County and City/Town shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

G. City/Town hereby grants the County authority to enter into eminent domain proceedings within the City/Town limits on each specific ROW alignment and/or project as approved by the City/Town and County.

H. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. City/Town Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.

I. City/Town agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of Project. Additional Project cost caused or contributed to by City/Town ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by City/Town.

J. City/Town shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule

delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City/Town will notify the County and other Stakeholders when utility conflicts would impact progress of the project completion. County and City/Town agree to work in partnership and with all Stakeholders to solve the problem; to include engaging elected officials in the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the Project.

K. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City/Town owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City/Town water and sewer utilities shall be pro rated at the overall percentage agreed to by City/Town and County for cost sharing. City/Town shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City/Town installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City/Town Utility. Any Project delay or other damages caused by City/Town Utility failure to timely relocate or adjust the facility shall be at the entire cost of City/Town.

L. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City/Town to encroach on necessary ROW during the duration of the project, City/Town shall bear the entire cost of removal or relocation of said encroachment.

M. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City/Town shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.

N. Actively participate and provide authorized representation with decision making power at PCC and/or PDC, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.

O. City/Town agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City/Town further agrees that if no review notes are submitted by City/Town in writing to County on a timely basis, plans are approved as submitted.

P. When City/Town is Lead Agency City/Town agrees to allow forty-five days for County review of submittals and any comments shall be incorporated into final document.

Q. City/Town agrees that it will pay all additional project cost for any City/Town requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or addition to the design or construction of the project subsequent to the City/Town opportunity to review the sixty five percent (65%) design plans.

R. Provide at City's/Town's cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.

S. During the construction of the Project and after completion of the Project, City/Town will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.

T. After the completion of a Project and the one year maintenance period, the City/Town will be responsible for all future maintenance without cost or contribution from the County.

U. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by City in excess of Standard Basic Project Design.

V. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City/Town and County agree in writing that City/Town will manage and administer one or more Projects, City/Town and County will enter into a PSA as to that project(s). In such instance, City/Town agrees to assume all Lead Agency responsibilities except as may be set forth in the PSA as determined by mutual consent.

ARTICLE VIII. UTILITY IMPACTS.

A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated project, the County (or City/Town if acting as the Lead Agency) will, after submission by utility company of ROW documentation and cost estimates acceptable to the City/Town, County and other Stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.

B. In cases where a Utility in Public ROW, excluding City/Town Utilities, occupies any portion of the Project ROW by Texas or Federal Law or by agreement with the City/Town that allows or permits the City/Town to cause the relocation of the utility for the construction of the project, the City/Town shall timely require and enforce the relocation or adjustment requirement at no cost to the project. In the event that the City/Town has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City/Town shall take all steps necessary to insure that such relocation or adjustment shall not conflict with or delay the Project schedule.

ARTICLE IX. COUNTY COVENANTS AND AGREES AS FOLLOWS:

A. To provide as a Project Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the City for approval, prior to proceeding with the final design and any right of way acquisition.

B. To provide as a Project Cost for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City/Town standards and/or design criteria shall require prior approval of City/Town. Where City/Town standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed by PSA.

C. To actively participate and provide authorized representation at Predesign Charrette, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.

D. To provide project management of each Project where County is Lead Agency from commencement to completion of construction. City and County may further agree by mutual consent to redefine project management roles as beneficial to the Project as defined in the MOA and supplemental agreements.

E. Upon receipt of written request detailing the information requested, to provide information related to the Project to City/Town or City's/Town's designee at no cost to the City.

F. County agrees to provide review of interim submittals within forty-five days and hereby agrees that if no review notes are submitted by County (if City/Town is filling the role as Project Manager) in writing to City/Town, plans are approved as submitted.

G. To submit final engineering plans for review and written approval by City/Town at least thirty (30) days prior to advertising for construction.

H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.

I. To require all contractors to secure all necessary permits required by City/Town on said construction projects.

J. To furnish record drawings of construction plans for the permanent records of City/Town within twelve (12) months upon completion and acceptance of the transportation improvement Project.

K. To transfer the real property or property interest acquired by County and used for the Project to City/Town.

L. In the event County and City agree in writing that City will be the Lead Agency for the agreed upon Project, County will reimburse City for agreed costs as detailed in Article XIII. (Funding) in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the PSA. All County payments shall be in accordance with County Policies and Procedures or as may be mutually agreed between the parties and incorporated in a PSA.

ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC), PRELIMINARY CONCEPT CHARRETTE (PCC)

A. City/Town and County, as specified in Articles VII and X, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the Project site.

B. Results from PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. Lead agency will already have been determined, and as well as project administration and management roles, to include the Project Manager. Key project team participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project which all stakeholders can support and build momentum behind, and provide all stakeholders a commitment for project delivery schedules and project budgets.

ARTICLE XI. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have

no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

A. ARTICLE XII. FUNDING

A. City/Town and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a PSA. Unless otherwise specified in the PSA, County shall bear fifty percent (50%) of the total Direct Project and Program costs excluding the Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, Funding Agreement or any PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the PSA. Unless otherwise specified in the PSA, City/Town shall bear fifty percentage (50%) of all Direct Project and Program costs. In addition, City/Town agrees to fund all other City cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, Funding Agreement or any PSA.

B. Unless otherwise stated in a PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any PSA, neither party will be required to award any contract until

written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.

C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City/Town and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.

D. If City/Town elects to manage Project, County will reimburse City/Town based on invoices for actual costs expended as supported by documentation approved by County Auditor. Any and all supporting documentation required by County Auditor shall be included with invoice from City/Town.

E. Upon execution of a PSA, City/Town shall escrow an amount adequate for initial project costs which County may use to pay for initial professional services required for scoping, preliminary, and primary design.

F. City/Town and County shall enter into Funding Agreement and/or PSA to establish commitments as required for each project. Suggested timeframes for Funding Agreements, PSAs and/or any amendments are:

a. As soon as project accepted by Commissioners Court and as a result of the kick off partnering meeting, a Funding Agreement to establish Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by Participating Agency; or

b. When the preliminary engineering plans are at 60% complete; or

c. After construction bids are opened amend the PSA as needed.

ARTICLE XIII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to City/Town and County and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of City/Town and the County that any entity other than City/Town or the County receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

ARTICLE XIV. RIGHT OF ENTRY

The City/Town agrees that County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. City/Town agrees to furnish such police or other City/Town personnel as requested by County for traffic control or other public safety matters at no cost to the Project or County.

ARTICLE XV. LIST OF PROJECTS

City/Town agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Courts, subject to the agreement between the parties of a PSA. City/Town stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential Project location and describes the type of project in sufficient detail that the City/Town is fully aware of the location and type of projects being considered.

ARTICLE XVI. ORPHAN ROAD POLICY;

The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan of the annexation of that segment. The County offers its assistance to the cities in developing such plans.

A. The County, at the discretion of the Commissioners' Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves and schedules projects for funding in the County's major MCIP. Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).

B. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City/Town that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's/Town's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's/Town's election not to pursue annexation.

C. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City/Town will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP projects (subject to other MCIP criteria including regional thoroughfare plan designation and City/Town cost participation.)

D. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.

E. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.

F. The provisions of this Article XVI shall survive the termination of this Master Agreement.

(Ord. No. 2002-637; Ord. No 2006-1171)

ARTICLE XVII. SUBDIVISION REGULATIONS IN THE EXTRA TERRITORIAL JURISDICTION

County and City/Town agree that City is the office that is authorized to: (1) accept plat applications for tracts of land located in the extraterritorial jurisdiction; (2) collect all applicable plat application fees; (3) provide applicants one response indicating approval or denial of the plat application; and (4) establishes a single set of consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land. The provisions of this Article XVII shall survive the termination of this Master Agreement.

ARTICLE XVIII. MISCELLANEOUS GENERAL PROVISIONS

A. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to County's and City/Town's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.

B. **Entire Agreement.** This Agreement, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City/Town agrees to timely comply therewith without additional cost or expense to County.

F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

G. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

H. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
Director of Public Works
Dallas County
Administration Building
411 Elm Street, Fourth Floor
Dallas, Texas 75202-3389

To City/Town: City of Richardson, Texas
City Manager
PO Box 830309
Richardson, Texas 75083

Either party may change its address for notice by giving the other party notice thereof.

The City/Town of Richardson, State of Texas, has executed the Agreement pursuant to duly authorized City/Town Council Resolution _____, Minutes_____Dated the ____day of _____, 20____.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____day of _____, 20_____.

CITY/TOWN OF RICHARDSON

BY _____
TITLE

DATE_____

ATTEST_____
CITY SECRETARY \ ATTORNEY

COUNTY OF DALLAS

BY _____
Clay Lewis Jenkins, County Judge

DATE_____

APPROVED AS TO FORM:

_____
*Gordon R. Hikel, Chief, Civil Division
Dallas County District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT
A

DEPARTMENT OF PUBLIC WORKS
411 ELM ST., 4TH FLOOR
DALLAS, TEXAS 75202

PROJECT MANAGEMENT PRACTICES MANUAL

5 PHASE PROJECT DELIVERY SYSTEM

JULY 2009

INTRODUCTION

The purpose of this manual is to provide a standard practice guide on project management practices within the Dallas County Public Works Department. It is meant to assure that a standard approach is used by all Project Managers (PMs) and other project team members in the delivery of County-led transportation projects. The guidelines are meant to meet the requirements and intent of the American Public Works Association's (APWA) publication entitled "The Public Works Management Practices Manual" (The Manual). The Manual contains 529 recommended practice statements that describe the critical elements necessary for a full-service public works agency to accomplish its mission. We estimate that about 300 statements apply to the missions of Dallas County Public Works Department. The practice statements "call for the development and implementation of a policy or procedure in the form of a rule, regulation, written directive, or for the execution of an activity, report, procedure or other action." This PMP manual is intended to fulfill that requirement and covers a number of practice statements. It begins with Practice Statement 10.8 "Project Management" in the Chapter 10, "Planning and Development." It also includes practices elements in a general sense from Chapters 11 "Engineering Design," Chapter 12 "Bid Process," Chapter 13 "Project Management," Chapter 14 "Right-of-Way Management," and Chapter 15 "Utility Coordination." Our basic methodology is a strong matrix approach, so that our PMs are assigned from the time a planning initiative become a true approved project, to completion of the total project. We use the terminology found in the Project Management Institute's "A Guide to the Project Management Body of Knowledge" (PMBOK). This includes the definition of a "Matrix Organization" which we aspire to be. This definition is: "Any organization structure in which the project manager shares responsibility with the functional managers for assigning priorities and for directing the work of individuals assigned to the project." When we speak of a project matrix team, we are referring to a team led by an appointed PM who has team members from throughout the 4 functional divisions of Dallas County Public Works. These four divisions are Transportation and Planning, Property, Engineering & Construction, and Program & Engineering Management. The PMs are assigned to the Engineering and Construction division, but manage projects from cradle to completion. There is no hand-off between functional divisions.

This Practice Manual is purposely short. We desire to provide a guide to project delivery practices, not an exhaustive "how to" manual. Other Public Works Practices (all indexed to the APWA Practices Chapters and numbers) do provide more detailed instructions on the specific elements of project delivery. Our experience is that very thick manuals are not used as much as shorter guidelines that provide the boundaries of good practice and a standard approach on the essentials. We then empower our individual PMs to work within the guidelines, leveraging their own strengths (their "hedgehog" talents) to work the details in delivering their individual projects.

PHASE 1 -- PLANNING & PRELIMINARY DESIGN

STEP ONE, PROJECT DEFINITION

1. Transportation Planning distributes a "Call for Projects" to all Dallas County cities. This is a process initiated every 2 to 3 years and involves partnering with all the cites and stakeholders. The nomination period is open for 4-6 months before projects are submitted, usually in August of odd numbered years. Public Works will host a partnering workshop and

include a luncheon in the middle of a meeting about 4 hours long. Various aspects of this Call for Projects Workshop and process will be adjusted based on input from city partners.

2. Planning Division will adjust the project selection criteria based on input from the cities, criteria that NCTCOG is using, and guidance from the County Commissioners. The final criteria and Call process will be briefed and approved by the Commissioners Court and a 5-signature letter will be used to transmit the Call to the cities. The amount of time for the nomination process will be adjusted based on feedback from the cities. This is to assure they have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, and prioritize city capital spending. After the Planning Division assures all the information is submitted correctly (and assists some of the smaller city staffs in submissions), a matrix team of Public Works (PW) employees begins with an executeability analysis that precedes selection of projects for inclusion in the County's MCIP. The team, with Engineering & Construction, Planning, & Property people involved, provides assistance with risk assessments from various perspectives --feasibility, cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. Property Division team members examine Right-of-Way (ROW) & utilities, looking at feasibility, types of property involved, other significant factors, such as at- grade railroad crossings, relocations, etc.

3. The Director and AD's meet with each Commissioner separately to go over the slate of nominated and analyzed projects in his/her District. Google Earth or other technology is used to give the Commissioner a comprehensive look at the nominated project and its environs. The pros and cons of each project are discussed with each Commissioner taking their own approach to project selection. The technical grading scores act as a common denominator to assure only effective projects are in the ballpark for selection. Public Works provides data on previous funding commitments, and percent of thoroughfare roads & population of each city, to help Commissioners decide on the projects to be selected. Every project is placed into a Program Year (PY) (year slated for construction start), based on District and overall County MCIP cash flow projections. After briefing each Commissioner and the Judge, the updated spreadsheet called the "MCIP Transportation Funding Commitments" is presented in Briefing format in public forum to the Commissioners Court. The following week, a Court Order is submitted and the MCIP is then formally approved by the Court, with a 5 Signature Court Order.

4. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding partnerships, matrix Project Management, Context Sensitive Solutions methods of project delivery, and partnering principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting inter-local agreements approved should never be on the critical path of project delivery. Therefore much effort has been expended between the Civil DA legal staff and Public Works staff to formulate a "Master Agreement Governing Transportation Major Capital Improvement Projects." This MCIP Master Agreement has been signed by 26 Dallas County cities with approved projects and serves as the legal basis for partnerships between the various cities and Dallas County. It will be renewed every 10 years. Later during project design, enough information will be known to forge a Project Supplemental Agreement (PSA) that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the PSA, thus simplifying the process and time involved.

5. A kickoff meeting is next held with each of the City Partners who have projects selected. This key meeting sets the basic parameters for each of the projects, such as cash flow requirements for each partner, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future, e.g. industrial changing to mixed use, etc), then the lead agency may conduct a ***Planning Charrette.*** The purpose of this meeting with all significant stakeholders is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is stakeholder agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Partnering relationships will also be established at this Charrette which should be sustained throughout the life of the project.

6. Public Works commits to using Partnering Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each City is invited to use the same principle-centered teamwork as we work together to deliver the selected projects. This partnering approach is also an integral part of Context Sensitive Solutions (CSS), a design methodology that involves early and continuous involvement of all stakeholders.

7. For every project that the city and county stakeholders agree to assign Dallas County as the Lead Agent, a Project Manager (PM) will be assigned by the Assistant Director of Engineering and Construction. In addition the Assistant Director in consultation with the PM and other Assistant Directors and PW Business Unit leaders, will identify matrix team members for the project.

8. An initial Project Funding & Execution Status (PFES) and Program Management and Planning Status (PMAPS) form will be developed by the PM for each project in coordination with the PEMD & the AD, Engineering & Construction. Each business unit leader will review PFES and PMAP in order to provide an adequate workforce for each project, and assure team members assignments are balanced.

9. Decision on use of Subsurface Utility Engineering (SUE) will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. PW now has in place an IDIQ contract for quick implementation of SUE consultant efforts. Utility partnering efforts include initiatives for joint efforts wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help assure that ALL utility impacts are considered in every phase of project delivery.

STEP TWO, PRELIMINARY DESIGN

1. A systematic decision process as part of the Public Works Business Operating Plans (PWBOP) updating is done to determine which design efforts will be completed with in-house designers and which will be done by consultants. For consultant selection, a rigorous and systematic process will be used to select the best qualified consultants for each project. An initial contract will be signed with a best qualified consultant to perform the entire preliminary design, or participate as a Preliminary Design liaison, trainer, or expert to advise

an in-house design force for the project. As much as possible, an Indefinite Delivery, Indefinite Quantity (IDIQ) methodology will be used to help assure inordinate amounts of time are not used in the best qualified selection process required by state law. City partners will be given the opportunity to provide input to the County in the consultant selection process.

2. County, city, or joint team of in-house designers or selected consultant firm begins initial design efforts under the leadership of the PM. This design effort will be initiated formally with a ***Design Partnering Workshop***. The PM will assure all significant stakeholders are invited and commit to attend & participate. The meeting will be designed to assure all stakeholders are committed to a smooth and strong start to design, that all the vital stakeholders are involved early, and that progress meetings are scheduled on a regular basis. This will involve commitments by the design team (consultant or in-house) and by the city and county people involved in design approval. Goals include committing to resolve alignment issues early in the design process. In some circumstances, a feasibility study may be required to compare & contrast different alternatives before real design can begin. Estimated ROW takes, utility impacts, and environmental affects for each alternative may need to be reported before stakeholders decide on a preferred alternative for preliminary design. The design partnering meeting will be held over a lunch hour and include a 50%-50% cost shared, modest lunch.

3. CSS methodology will continue to be used, stressing total stakeholder involvement, throughout the project delivery process. Task Force and Matrix Team meetings will be scheduled in order to assure effective teamwork. The Institute of Transportation Engineers (ITE) manual "Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities" will be used as an overall design guide.

4. When a consultant is used as the design agent, a contract will be negotiated for the preliminary design only, unless the project is relatively simple and the final solutions are not in question. The idea is to avoid protracted negotiations on the total scope and fee, when many of the factors influencing final design consideration are not yet known. An amendment to the contract for completion of the Primary Design can be negotiated after Preliminary Design is nearing completion. At this time, the unknowns should be relatively few and the scope negotiation much easier to navigate. The decision to amend the contract for completion of the Primary Design will be made after an interim evaluation is completed using the County's consultant evaluation system. Every effort will be made to assure a seamless design process, without interruptions by prolonged negotiations in signing the Primary Design amendment to the contract.

5. *A **Preliminary Design Charrette*** (PDC) will be planned by the Project Manager who will lead the execution with all stakeholders (Cities, utilities, County, any private parties or other decision-makers). The scope of invitees to the PDC will be dependent upon project complexity and number of unknowns. The goal of the PDC is to build consensus and support behind the project and alignment alternative that is finally selected by the stakeholders. Many projects have been derailed by lack of support when opposition arises. A great effort will be made to assure attendance of all the key players. This consensus building effort is an integral part of any CSS approach to design. The Director and Assistant Directors will be personally involved and the PM will make special efforts to assure political leaders have the meeting on their calendars and plan to attend, or at least have a clear invitation. In addition, by name individual contacts will have to be made to assure utility company representatives attend, since key alignment decisions will be made that can affect,

or be affected by, probable utility locations. If applicable, the PDC will include an orientation walk-thru of the project site, which includes right of way assessment. The PM will highlight specific City zoning and other ROW requirements, or ask the city partner to highlight these.

6. As part of the CSS approach, a Public Involvement (PI) strategy will be forged under the leadership of the PM, and the advisement of the PW Transportation & Planning Division (T&P). T&P will attain and maintain a PI center of expertise and advise PMs on various techniques and methods to use to best involve the public and other stakeholders. Public Works will use innovative methods in coordination with our cities, such as workshop/small group formats, inviting outside consultants, etc. City methods & approaches will always be respected and adhered to in this area.

7. Phase 1 ends with approval of the Preliminary Design Report, Preliminary Alignment/Profile and Preliminary Sizing of bridges and drainage structures along with S.U.E. determination, Preliminary Survey Report, and Preliminary Utility Investigation Report.

8. The design firm or in-house design team will have begun necessary permitting and environmental assessments. Basically the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on the TxDOT STP/MM projects.

9. Roadway plans are estimated to be 60-65% complete at the end of Preliminary Design. Phase.

PHASE 2 -- PRIMARY DESIGN

1. The initial task is negotiation of an amendment to the preliminary design contract with consultant for Primary Design, or if that is not successful, assignment of the work to an in-house design team.

2. The Scope of Work should now be well defined by all Phase 1 efforts and includes geotechnical investigations, utility analyses (including application of all the S.U.E. data derived in Phase 1), constructability review, environmental analysis, neighborhood public workshops, traffic information approval, estimated ROW parcels, & integration of context sensitive solution elements.

3. Part of negotiations both with in-house design teams and consultants includes definitive delivery dates for various deliverables, phases, and reviews. All commitments made during the Design Partnering meeting and follow-on Task Force meetings will be honored, by all stakeholders. In paying submitted invoices for progress during the design period, earned value analysis concepts will be used to track cost and schedule progress. We DO NOT make 'cost plus' assumptions about consultant's work efforts. Since our 2-phase negotiation system allows for better scope definition, the instances of misunderstanding on true project scope are reduced.

4. Consultant or In-house Design Team works closely with all stakeholders -- under the guidance and direction of the County PM, in a partnering mode. The lead designer is the Technical Manager at this point in the process, and is always under the matrix leadership of the PM. Any available internet or intranet based Project Management tools, including extranets, will be

used to optimal effect during the life of the project. When one of our IDIQ consultants is hired (survey, miscellaneous design, SUE or materials testing) we will work with them using partnering concepts and treat them as members of the Public Works team. Also, the design firm for water and/or wastewater services will be integrated, and wherever possible, we will attempt to assure the design consultant for the transportation project is also selected by our city partner to design the municipal utility improvements. We will expect any of our consultant partners to become familiar with the elements of our 5-Phase project delivery system and to commit to the precepts of design partnering..

5. Traffic and utilities data will be considered in design, with data from partner city, County, NCTCOG, TxDOT, or consultant. Agreed upon level of S.U.E. will be key input into design details, and utilities partnering imperatives will be used throughout the design and construction phases.

6. Any required environmental impact analysis will be completed during phase 2. Common sense will be used to address significant issues without wasting time on clearly unimportant areas. The goal is to execute environmentally sustainable transportation infrastructure that improves the overall quality of life of our joint customers, the transportation users and citizens of Dallas County and our cities.

7. Right of Way (ROW) documents will be finalized, with quality controlled by the consultant or in-house design team. The Quality Assurance (QA) function will be completed by both the PM and the Property Division in a smoothly coordinated manner, using pre-coordinated checklists. At the appropriate time, the documents will be delivered to Property Division, but the PM still retains overall responsibility for timely project delivery. Early involvement on ROW issues, including utility relocation aspects (such as getting possible Rights of Entry for utility relocation) is critical for success. Early provision of final and accurate ROW documents will be a critical milestone of the design contract.

8. Design Consultant or In-house Design Team completes work on provided schedule, keeping all the commitments made during the Design Partnering Meeting and the Preliminary Design Charrette. Consultants and/or In-house Design Team are expected to assure that they accomplish "muddy boots" design with true "eyes-on" the total project site. The project should have been walked several times by the time the design is complete. Most underground utilities have above ground markings, which are often overlooked until construction. In design review, we will avoid lengthy rounds of passing designs back and forth, in favor of "over-the-shoulder" reviews, as required to meet design completion timelines. These will include city and other interested stakeholders under the orchestration of the PM.

9. The PM completes an interim evaluation of the design consultant. Special note will be taken of the consultant's system for assuring QC of all design effort including ROW documents. After construction is complete, the PM performs a final consultant evaluation, using our standard evaluation system contained in the contract. The consultant is given an opportunity to evaluate the County's project management process as well.

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

1. Begins with the delivery of the initial, unsealed ROW documents to the County by the consultant. Consultants will first bring a few ROW documents for review by the PM and Property Division team members, to assure they fully understand the details and level of Quality Control we expect in their submittals. Standards and scheduling will be clearly spelled out in writing within Consultant's contract. Deliverables will include ROW maps and deed records.

2. Consultant is required by contract to submit property owner deeds along with right of way maps which have received an internal quality control process. The PM assures utility representatives are informed of the project and all know utilities are shown on the plans. Diligent efforts will be made to assure that all private or public utility easements are identified on the maps and plans as required in Consultant Contract. All the SUE efforts should be included in the design documents.

3. The PM, still leading project delivery, assures the County or City ROW Functional Manager works to assure efficient execution of ROW planning and acquisition services, as part of the Project Matrix Team. The Property Division will manage the ROW Services IDIQ contract, if this delivery tool is used. Before writing a work order for the ROW services IDIQ, the Property Division Chief will meet with the Chief of Engineering & Construction and the PM, to assure adequate project budget is available for the added cost of procuring ROW services.

4. The PM monitors and tracks progress, helping to resolve issues as they develop. He/she, keeps all stakeholders informed, using e-tools and networking. Any available internet-based Project Management tools, including extranets, as well as intranets will be used to optimal effect during the life of the project.

5. Consultants or In-house Design Team are to avoid taking ROW that is not absolutely necessary to the construction of the project by performing a Preliminary Design/Right of Way Review Board. The PM uses his/her Matrix Team to minimize the ROW takings and assures appropriate leadership to assure project delivery dates are met.

6. Consultant will make minor changes resulting from property owner requests or other changes that arise naturally in ROW negotiations.

7. As required, the Project Manager will be prepared for expert testimony at any Eminent Domain hearings.

8. The PM decides, in consultation with other stakeholders and early enough to preclude re-work by consultant, the packaging of the Plans, Specs & Estimates (PS&E) package for the construction bidding purposes. The PM will use the Standard Practices of the Public Works Department as the guide, with the precise formats being customized to the type of project involved. Each city partner may have specific requirements, or if the project is a local-let of a federalized project, federal provisions will be included, as per TxDOT guidance.

PHASE 4 – ROW Completion & Utility Adjustment

1. ROW acquisition is carried to completion, again under the active project management and leadership of the PM, with proactive activity of the ROW acquisition team. If the city or another partner such as TxDOT is the ROW acquisition agency, the PM will still track carefully the progress and proactively lead efforts to remove obstacles, etc. to keep progress on schedule.

2. The PM will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. The elements of Public Works Practice (PWP) 15.1, "Utilities Coordination" will be used as the guide. These principles are based on successful partnering efforts for over 10 years with major utility providers (including the UPRR). The PM will assure the attached *Essential Elements of Utility Partnering* and GUIDELINES FOR ASSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND UPRR is proactively used by all matrix team members.

3. The Project Manager tracks and resolves issues and work schedules, using the Matrix Team to proactively lead efforts to remove obstacles of acquisition and utilities relocation to ensure project schedule. As a matter of standard procedure, the use of utilities Rights of Entry (ROE) will be explored on every project. When conditions are there, we will use the ROE as a way to take the utility adjustment time off the project critical path. R&B forces may be needed to clear trees from the new ROW or to move fencing, and will be procured through requests to the Commissioner involved.

4. The City works as part of Matrix Team to expedite utility relocations. Many times, franchise utilities have relationships based on franchise utility agreements with cities that can be used beneficially to secure cooperation. Monthly Task Force meetings are initiated during this phase to assure early and frequent communication with all stakeholders. All team members are to proactively partner with the utilities and facilitate their relocation. Departmental policy is 0 R R (Zero Relocation of Relocations). The practices of PWP 15.1 "Utilities Coordination" will be used by all PMs. This includes use of the Utilities Special Work Assistance Team (U-SWAT) to help resolve tough utility challenges in a timely manner. The U-SWAT team is a resource for the PM and does not relieve him/her of the necessity for close team work, involvement & leadership during the utilities phase of the project. We regard the project as "in construction" during the time our utilities partners are operating in our ROW, relocating their utilities. We work hard to assure that all franchise utilities are relocated in a manner that is safe and will not impact our road construction (e.g. from improper backfill of their trenches, conflict with storm sewers, conflicts with water or sanitary sewer lines, bridge abutments, inlets, etc).

5. An Advertising Risk Assessment (ARA) is completed prior to engaging the Purchasing Department in advertising the project for construction bids. Advertising is not issued until all utilities are within a reasonable and confirmable clearance date. A deliberate decision will be made on how many days from bid opening until contract award, and how many days from contract award until the Work Order (notice to proceed) is given. Work Order dates will not be projected to occur BEFORE high assurance that all known utilities will have been relocated. A second important function of the ARA is to ascertain all the funding commitments, to update

the PFES to include all funds already expended, and to calculate an up-to-date construction estimate, called a Current Working Estimate (CWE). All of the above actions will be coordinated and finalized at a meeting scheduled and run by the PM with the Director, Assistant Director and a city partner representatives in attendance. This meeting will be scheduled as one of the critical milestones for the project.

6. The PM will assure designers (in-house or consultant) will be kept on-call for projects if required to complete requested Engineering During Construction (EDC) services, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to retain the best part of the tremendous energy, effort and focus that the consultant or in-house design team has just expended in designing the project.

PHASE 5 -- CONSTRUCTION

STEP ONE CONSTRUCTION

1. The PM does all the work to advertise the project and works with the County Purchasing Department for bid opening. A 100% design completion CWE will be completed by the PM and will be used as the fair-cost government estimate for construction bidding purposes.

2. The PM leads the execution of the Project Supplemental Agreement (PSA) with each Partner giving approval of final funding on a timely basis. An updated PFES will be needed at this time. Project Manager prepares Court Briefing Memo and Court Order to award the construction contract as well as the PSA. (Note: on some projects with complicated design phases, the PSA may be signed earlier, during Phase 2).

3. The PM completes all the work for construction contract award. PM works with all partners to assure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on status of utility relocations, any city requirements, etc.

4. The PM will plan, schedule and execute the Construction Partnering and Pre-Construction Meeting with key stakeholders in attendance. The PM will schedule for attendance and participation the Director and Assistant Director for E&C. Careful pre-planning ensures the attendance of the right stakeholders and staff. In Dallas County PW, we will normally facilitate our own Partnering meetings since we have the expertise and experience to accomplish this without hiring specialized consultants. Costs for a modest lunch will be shared 50%-50% between the county and the contractor.

5. The PM leads throughout the construction phase. The PM assures partnering principles and spirit of Partnering (**Trust, Commitment, and Shared Vision**) are maintained throughout the project construction phase. The PM establishes a regular day and time each week for the weekly construction meeting in the field. The PM assures constant communication with customers and other project stakeholders, including especially the people and businesses who are located along the road being improved or built. . This may include a construction oriented Public Information Neighborhood Meeting, as well as periodic project newsletters, notices of key construction events or phasing, progress postings on city web-sites, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner. This is all part of total Context Sensitive Solutions project delivery.

STEP TWO- PROJECT CLOSE OUT

1. The PM assures final estimate is paid to Contractor on a timely basis. The Contractor may have to be persuaded to close out the project, or the County may take unilateral action to close out, if it is in our best interests
2. The PM completes the final Evaluation on the Contractor, using interim evaluation results (if one was done), and performance during the entire contract period. The Contractor evaluates Dallas County Public Works (on a voluntary basis).
3. The PM assures that as-built plans are provided for the ultimate owner from marked-up construction plans.
4. PM works with the Public Works Program & Engineering Management Division (PEMD) to assure total project costs are finalized, a final PEFS is completed and Program Management is able to disencumber any remaining funds to be put back into the MCIP fund.
5. The PM assures city is invoiced for their remaining portion of the total project costs.
6. The PM formally turns the project over to the City by letter citing the date of return to City for maintenance.
7. PM plans an ARR to capture lessons learned and celebrate project completion with all involved in project delivery from design to construction completion.
8. PM conducts one year Maintenance Bond Inspection in conjunction with all applicable stakeholders, assuring all corrections, repairs, etc are completed.
9. The PM completes closes out the project including conduction an After Action Review to assure lessons learned are shared within the Dept and city.

Essential Elements of Utility Partnering

1. Know the utilities' customers and **remember that we have the same customers.**

2. Make utilities move **only if absolutely necessary to achieve the project purpose.**

3. Move only once if the move is, in fact, **essential.**

4. Get involved with actual field reconnaissance early. Include and engage Project Representatives or Constructibility personnel very early.

5. Get the acquiring agency's Right of Way personnel involved early.

6. Schedule initial Utility Partnering Conference early. Make partnering the theme and the first topic. Do it on the jobsite to increase the effectiveness.

7. Involve and Invite Utility representatives to Neighborhood or Public Meetings.

8. Distribute roadway plans early to get started with the utility planning.

9. Coordinate with all utilities to ensure that one has no negative impact on another. Coordination should ensure that enough right of way is acquired to accommodate all of the facilities.

10. When plans are changed, get them to utility companies promptly. Provide a list of changes for our partners.

11. Communicate with utilities frequently to ensure knowledge of changing personnel and appropriate contact person.

12. Review utility company's plans, comment on plans and implement the coordination long before fieldwork needs to begin.

13. Do not begin implementing a project schedule without total feedback from all companies.

14. Identify the precise sequence of relocations that need to occur. Many companies are predecessors of other companies' relocations. Communicate this sequence to all utilities and other stakeholders. Ensure that the sequence is streamlined as much as possible.

15. One way of ensuring the streamlining of the sequence is web-based notification when each company is complete or is scheduled to be complete. Scheduling is as important as the sequence.

16. Consider that seasonal shutdown restrictions will have significant and adverse schedule impacts, sometimes up to one year. Also consider that certain times of day are restricted from utility relocation. In addition, develop procedures for emergency situations and learn the appropriate "windows of opportunity" for change-overs, etc.

17. Share accurate information with all companies & see that they share information with each other.

18. Communicate the need to follow City Ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.

19. Insure that the companies have measures for handling complaints about their work and that they do not inconvenience our mutual customers more than is absolutely essential. **Remember, 0 R R !!**

GUIDELINES FOR ASSURING SMOOTH RELATIONSHIPS

BETWEEN LOCAL GOVERNMENTS AND UPRR

- **Start Early Coordination –** Set up a meeting with UPRR local representative Steve Marchenke to share project selection lists, to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder preliminary design charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts,** before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post where ever possible
- **Use the UPRR.com website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. **Very, very valuable.** Our in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Do not even think about changing Exhibit B of the standard agreement.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UP elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships, instead try the partnering approach.** UPRR will respond in-kind. They desire to maintain integrity in relations with all their communities. Do not presume upon them (e.g., impossible responses on coordination that you failed to start timely, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that USDOT has a policy since 1992 to reduce at-grade RR crossings by 25%. This puts tremendous pressure on RR's to accomplish this goal. Does your community have a number of little-used crossings? Explore ways to eliminate them and UPRR can do much to meet the needs of your current project.
- **When appropriate, have our attorneys communicate directly with UPRR attorneys.** The key is to have worked out all the coordination we can before that, using the information, contacts and principles described in these guidelines. Then, the Project Manager should stay involved to assure that going down "legal rabbit trails" is avoided whenever possible. If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they have to be.
- **When you're in doubt and have searched all the readily available information, call Steve Marchenke, Ken Rouse, or UPRR Real Estate division in Omaha.** Even though they have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win. If you have a "folder number," this will save them much time in looking up the project file information.

RESOLUTION NO. 11-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS HEREINAFTER REFERRED TO AS "APPLICANT", DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR AND ON BEHALF OF THE "APPLICANT" IN DEALING WITH THE COLLIN COUNTY PARKS AND OPEN SPACE BOARD, HEREINAFTER REFERRED TO AS "BOARD" FOR THE PURPOSE OF PARTICIPATING IN THE 2011 COLLIN COUNTY PARKS AND OPEN SPACE FUNDING ASSISTANCE PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM", CERTIFYING THAT THE "APPLICANT" IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE "APPLICANT" MATCHING SHARE WILL BE READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioner's Court of Collin County, Texas, has approved the "Program" for the purpose of allowing the political subdivisions of Collin County, Texas, to participate in the Program; and

WHEREAS, the "Applicant" is fully eligible to receive assistance under the "Program"; and

WHEREAS, the "Applicant" is desirous of authorizing an official to represent and act for the "Applicant" in dealing with the "Board" concerning the "Program".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1: That the "Applicant" hereby certifies that it is eligible to receive assistance under the "Program".

SECTION 2: That the "Applicant" hereby certifies that its share for this application will be made available at the time of construction.

SECTION 3: That the "Applicant" hereby authorizes and directs its City Manager, or the City Manager's designee, to act for the "Applicant" in dealing with the "Board" for the purpose of the "Program", and that Bill Keffler, or his designee, is hereby officially designated as the representative in this regard to make application and to execute needed documents if awarded the grant.

SECTION 4: The "Applicant" hereby specifically authorizes the official to make application to the "Board" concerning the site to be known as "University Trail Phase II" in the City of Richardson for use as a trail site. That the "University Trail Phase II" is hereby dedicated (or will be dedicated upon completion of the proposed acquisition), for public park and recreation purposes in perpetuity.

SECTION 5. That the City Manager is hereby authorized to execute any interlocal cooperation agreements with Collin County or other agreements on behalf of the City of Richardson related to any grant that may be awarded to the City.

SECTION 6. That this resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson, Texas, on this the _____day of _____, 2011

CITY OF RICHARDSON, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

APPROVED AS TO FORM:

_____
CITY ATTORNEY
(PGS:06-08-11:49719)

City of Richardson
City Council Meeting
Agenda Item Summary

City Council Meeting Date: Monday, June 13, 2011

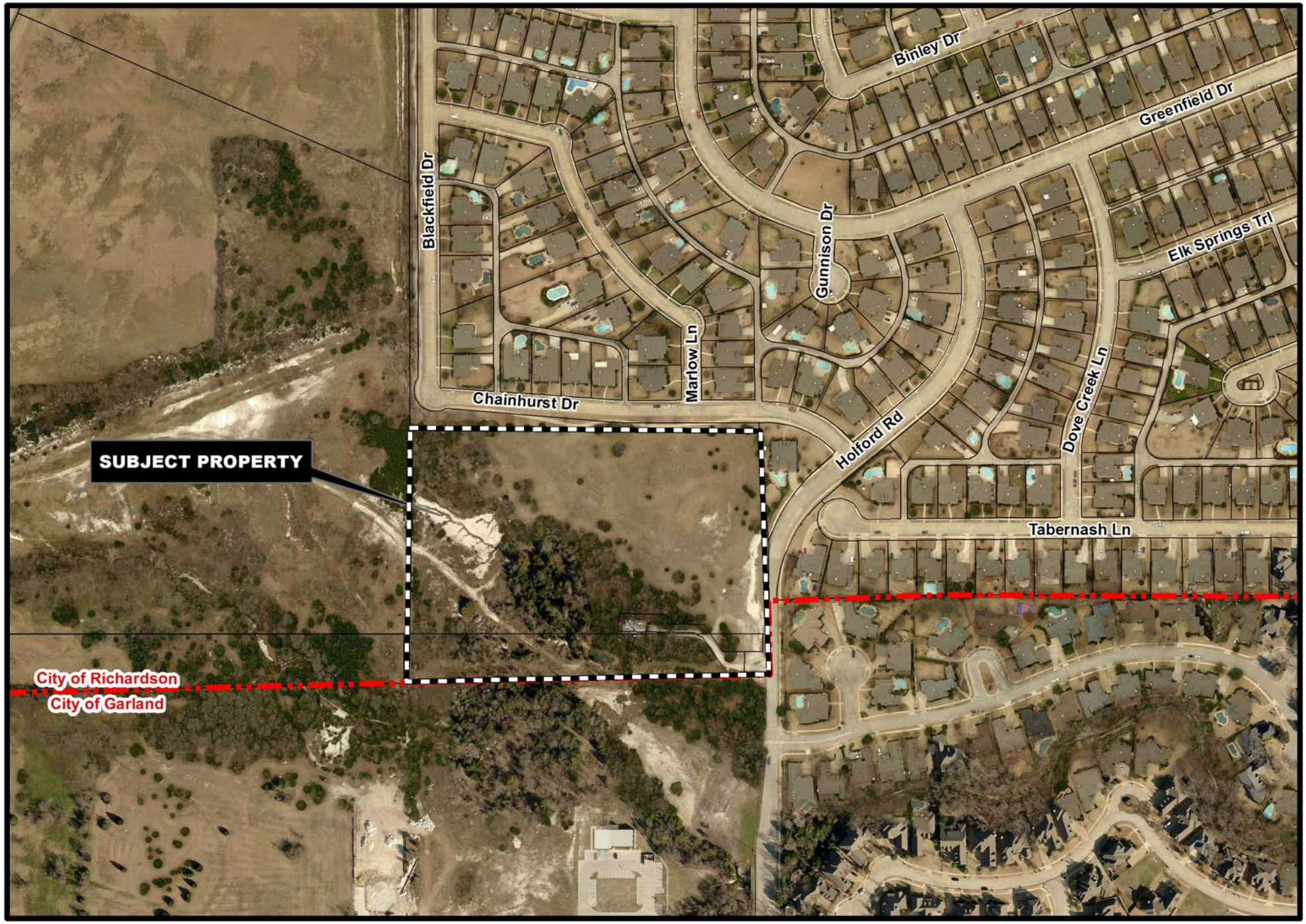
Agenda Item: Crystal Creek Addition being a replat of Lot 1, Block 1 of the Swordglisten Addition and 11.03-acres of unplatted property.

Staff Resource: Sam Chavez, Asst. Director of Development Services *SC*

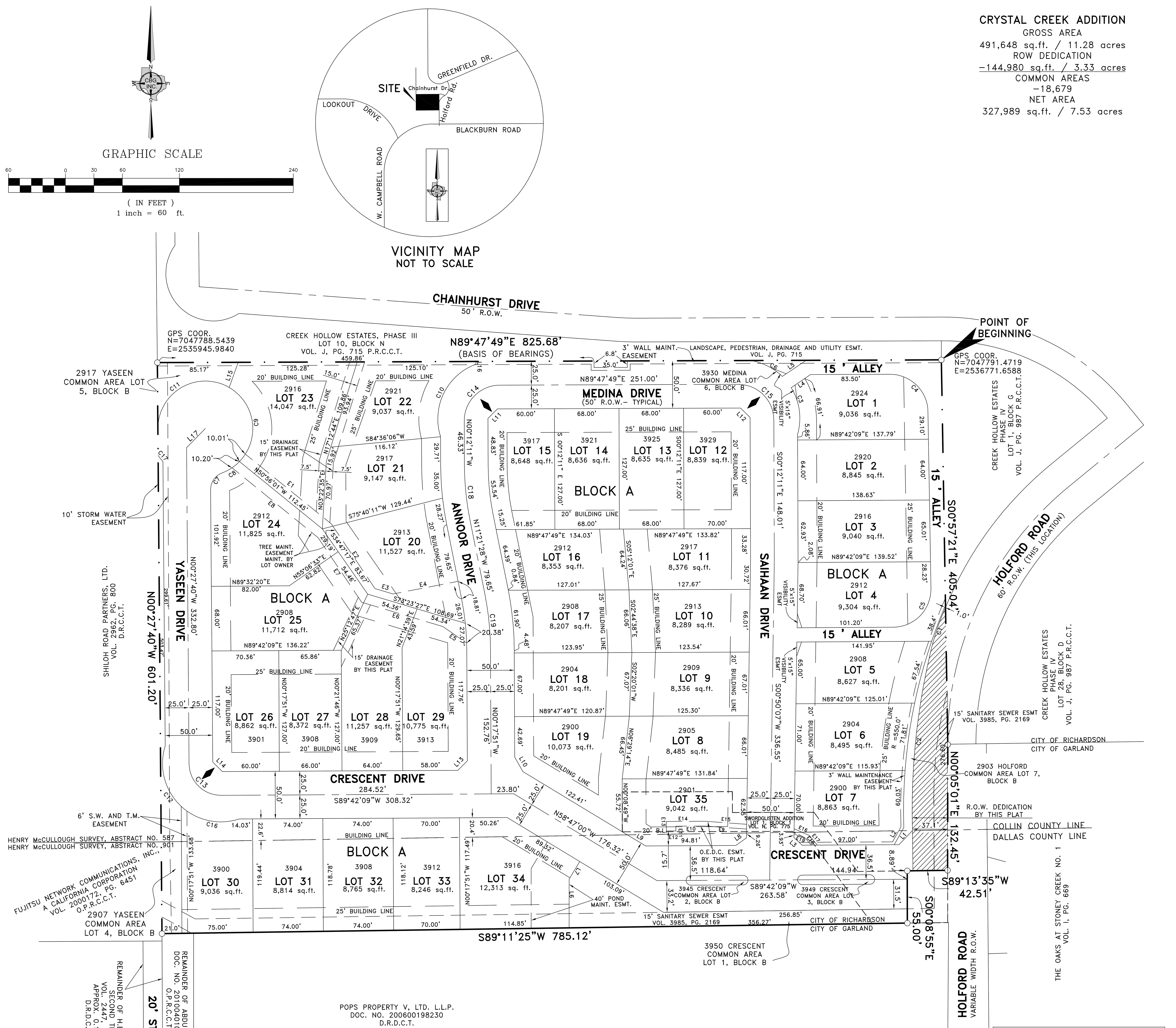
Summary: The purpose of the replat is to indicate the development of a 35 lot, single-family detached subdivision. The proposed replat reflects the development of 34 single-family lots, one lot for an existing cellular antenna, and seven common area lots.

Board/Commission Action: Approved by the City Plan Commission on May 17, 2011

Action Proposed: For information only.



Crystal Creek Addition



CRYSTAL CREEK ADDITION
GROSS AREA
491,648 sq.ft. / 11.28 acres
ROW DEDICATION
–144,980 sq.ft. / 3.33 acres
COMMON AREAS
–18,679
NET AREA
327,989 sq.ft. / 7.53 acres

STATE OF TEXAS
COLLIN & DALLAS County
City of Richardson

WHEREAS, Abdul R. Khan and First Crescent Enterprises, LLC, a Texas limited liability company is the owner of a tract of land situated in the Henry McCullough Survey, Abstract No. 901, Dallas County and Abstract No. 587, Collin County, Texas, and being a portion of Lot 1, Block 1, Swordglisten Addition, an Addition to the City of Richardson, Dallas and Collin Counties, Texas, according to the amended plats thereof recorded in Volume N, Page 775, Map Records, Collin County and Volume 2002029, Page 30, Map Records, Dallas County, Texas, same being a conveyed to Abdul R. Khan by special warranty deed with vendor's lien recorded in Document No. 20100401000308030, Official Public Records, Collin, County, Texas, and conveyed to First Crescent Enterprises, LLC, a Texas limited liability company by special warranty deed with vendor's lien recorded in Document No. 20101210001354910, Official Public Records, Collin, County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found for corner, and being the Southeast corner of Lot 10, Block N, CREEK HOLLOW ESTATES, PHASE III, an addition to the City of Richardson, Collin County, Texas according to the plat thereof recorded in Volume J, Page 715, Plat Records, Collin County, Texas, and being in the West line of Lot 1, Block G, CREEK HOLLOW ESTATES, PHASE IV, an addition to the City of Richardson, Collin County, Texas according to the plat thereof recorded in Volume J, Page 987, Plat Records, Collin County, Texas;

Thence South 00 degrees 57 minutes 21 seconds East, along the West line of said Lot 1, and along the current West line of Holford Road (a variable width right-of-way), a distance of 405.04 feet to a 1/2 inch iron rod found for corner, and being an angle point in the current West line of said Holford Road;

Thence South 00 degrees 05 minutes 01 seconds West, continuing along the current West line of said Holford Road, a distance of 132.45 feet to a 1/2 inch iron rod found for corner;

Thence South 89 degrees 13 minutes 35 seconds West, a distance of 42.50 feet to a 1/2 inch iron rod found for corner;

Thence South 00 degrees 08 minutes 55 seconds East, a distance of 55.00 feet to a 1/2 inch iron rod found for corner, and being in the North line of a tract of land conveyed to Pops Property V, Ltd., L.L.P. by deed recorded in Document No. 200600198230, Official Public Records, Dallas County, Texas;

Thence South 89 degrees 11 minutes 25 seconds West, along the North line of said Pops Property V, Ltd., L.L.P. tract, a distance of 785.12 feet to a point for corner in the East line of a tract of land conveyed to Fujitsu Network Communications, Inc., a California Corporation by deed recorded in Volume 2000172, Page 06451, Deed Records, Dallas County, Texas;

Thence North 00 degrees 27 minutes 40 seconds West, along the East line of said Fujitsu Network Communications, Inc. tract, and along the East line of a tract of land conveyed to Shiloh Road Partners, Ltd. by deed recorded in Volume 2962, Page 800, Deed Records, Dallas County, Texas, a distance of 601.20 feet to a 1/2 inch iron rod found for corner, and being the Southwest corner of said Lot 10;

Thence North 89 degrees 47 minutes 49 seconds East, along the South line of said Lot 10, a distance of 825.68 feet to the POINT OF BEGINNING and containing 491,648.66 square feet or 11.28 acres of land.

That I, Abdul R. Khan and First Crescent Enterprises, LLC, a Texas limited liability company, being the owners of the hereinafter described property, do hereby adopt this plat designating the herein described property as the CRYSTAL CREEK ADDITION, an addition to the City of Richardson, Collin & Dallas Counties, Texas. I do hereby dedicate to the public use forever the streets and alleys shown thereon. The easements shown thereon are hereby reserved for purposes as indicated. The utility and access easements shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility and access easements is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or replaced upon, over or across the easements as shown; said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same. All and any public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to and from said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.

I do hereby dedicate the mutual access easements shown thereon for use by the public as a means of pedestrian and vehicle access to the property shown thereon and to the adjacent property thereon.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Richardson, Texas.

WITNESS, my hand at Dallas, Texas, this the ______ day of ________________, 2011.

BY: ____
Abdul R. Khan, CO-Owner

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Abdul R. Khan known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ______ day of ________________, 2011.

____
Notary Public in and for Dallas County, Texas.

WITNESS, my hand at Dallas, Texas, this the ______ day of ________________, 2011.

BY: ____
Syed Hussain, President
First Crescent Enterprises, LLC, a Texas limited liability company CO-Owner

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears Syed Hussain known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ______ day of ________________, 2011.

____
Notary Public in and for Dallas County, Texas.

SURVEYOR'S STATEMENT:

I, Bryan Connally, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and from other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, and the City of Richardson Development Code.

Dated this the__________ day of ____________________________, 2011.

____
Bryan Connally
Texas Registered Professional Land Surveyor No. 5513

STATE OF TEXAS
COUNTY OF COLLIN & DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Bryan Connally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____________ day of ____________________ 2011.

____
Notary Public in and for the State of Texas

GENERAL NOTES

1) BASIS OF BEARINGS IS THE NORTH LINE OF DEED RECORDED IN DOCUMENT NO. 20100401000308030, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. (N89°47'49"E)
2) THE REASON FOR THIS PLAT IS TO CREATE 35 LOTS FOR FUTURE DEVELOPMENT.
3) NO LOT TO LOT DRAINAGE WILL BE ALLOWED
4) HOA SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL COMMON AREAS AND SCREENING WALLS.

O.E.D.C. – ONCOR ELECTRIC DELIVERY COMPANY EASEMENT
S.W. AND T.M. – SIDEWALK AND TREE MAINTENANCE EASEMENT

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°58'09"	261.70'	50.10'	S18°31'35"W	50.03'
C2	14°57'31"	723.07'	188.78'	S05°46'17"W	188.24'
C3	47°39'26"	61.50'	51.15'	N07°47'13"W	49.69'
C4	89°14'51"	40.00'	62.31'	N45°34'46"W	56.20'
C5	90°39'30"	40.00'	63.29'	N44°22'24"E	56.89'
C6	35°28'37"	61.50'	38.08'	N63°29'39"W	37.47'
C7	69°54'53"	18.50'	22.57'	S34°29'46"W	21.20'
C8	25°23'09"	50.00'	22.15'	N56°45'38"E	21.97'
C9	103°55'49"	50.00'	90.70'	N07°53'52"W	78.76'
C10	87°30'04"	61.50'	93.92'	S26°00'30"W	85.06'
C11	118°48'43"	50.00'	103.68'	S60°43'52"W	86.08'
C12	64°44'44"	61.50'	69.50'	S14°51'51"E	65.86'
C13	89°50'11"	33.50'	52.53'	S45°22'46"E	47.31'
C14	90°00'00"	37.50'	58.90'	S44°47'49"W	53.03'
C15	90°00'00"	37.50'	58.90'	N45°12'11"W	53.03'
C16	61°01'49"	61.50'	65.51'	S77°45'08"E	62.46'
C17	09°12'10"	50.00'	8.03'	S39°00'59"E	8.02'
C18	11°09'16"	300.00'	58.40'	N05°46'50"W	58.31'
C19	11°03'36"	300.00'	57.91'	N05°49'39"W	57.82'

LINE TABLE

LINE	BEARING	LENGTH
L1	S43°33'27"W	20.54'
L2	N29°18'46"E	20.71'
L3	N46°57'38"W	11.65'
L4	N56°02'24"E	24.62'
L5	N56°02'24"E	30.36'
L6	NORTH	51.35'
L7	N31°13'00"E	21.62'
L8	S54°38'56"W	13.94'
L9	N58°47'00"W	28.77'
L10	N29°32'26"W	17.45'
L11	N44°47'49"E	14.14'
L12	S45°12'11"E	14.14'
L13	S44°42'09"W	14.14'
L14	S45°22'46"E	14.16'
L15	N19°49'01"E	28.12'
L16	N00°12'11"W	2.81'
L17	N44°32'20"E	28.25'

EASEMENT LINE TABLE

LINE	BEARING	LENGTH
E1	S50°56'56"E	116.63'
E2	S34°04'35"E	82.22'
E3	S73°21'05"E	15.35'
E4	N79°01'58"E	73.67'
E5	N55°22'40"W	30.51'
E6	N73°21'05"W	89.10'
E7	N34°04'35"W	82.22'
E8	N50°56'56"W	116.63'
E9	N85°50'20"W	44.33'
E10	N89°42'09"E	30.37'
E11	N00°17'51"W	5.00'
E12	N89°42'09"E	10.00'
E13	S00°17'51"E	10.00'
E14	N89°42'09"E	40.56'
E15	N85°50'20"W	44.23'
E16	N66°10'03"W	17.55'
E17	N39°37'03"W	13.16'
E18	N39°37'03"W	7.89'
E19	N66°10'03"W	14.24'

OWNER: FIRST CRESCENT ENTERPRISES. LLC.
801 E. Campbell Rd. Ste 245A
Richardson, Tx. 75081
P. 469-323-0923

OWNER: ABDUL KAHN
2213 St. Regis Drive
Baton Rouge, LA 70816
P. 504-554-3920

REPLAT
CRYSTAL CREEK ADDITION
LOTS 1–35, BLOCK A &
COMMON AREA LOTS 1–7, BLOCK B
491,648 SQ.FT. / 11.28 ACRES
BEING A REPLAT OF
LOT 1, BLOCK 1 OF THE SWORDGLISTEN ADDITION AND
11.03–ACRES OF UNPLATTED PROPERTY
SITUATED IN THE
HENRY McCULLOUGH SURVEY, ABSTRACT NO. 587 & 901
CITY OF RICHARDSON,
COLLIN & DALLAS COUNTIES, TEXAS

CBG Surveying, Inc.
PLANNING · SURVEYING
12025 Shiloh Road · Suite 230 · Dallas, Texas 75228
P 214.349.9485 · F 214.349.2216
www.cbgdfw.com

SCALE: 1"=60' / DATE: MAY 3, 2011 / JOB NO. 09010795-3 / DRAWN BY: RR

CITYOFRICHARDSON

TO: Bill Keffler - City Manager

THRU: Kent Pfeil - Director of Finance

FROM: Pam Kirkland - Purchasing Manager

SUBJECT: Competitive Sealed Proposal # 904-11

DATE: June 2, 2011

Request Council approval to initiate proposal for the following:

2011 Jail Improvements

Proposed Council approval date:	June 13, 2011
Proposed advertising dates:	June 15, 2011 & June 22, 2011
Proposal due date:	Thursday, June 30, 2011 – 2:00 p.m.
Proposal opening date:	Thursday, June 30, 2011 – 2:30 p.m.
Engineer's estimated total cost:	$235,000
Account:	227-1011-581-7201 - $123,000 229-1011-581-7201 - $116,000

Bill Martin for
Pam Kirkland, CPPO, CPPB
Purchasing Manager

6-6-11
Date

Kent Pfeil
Director of Finance

6/6/11
Date

Approved: _____
Bill Keffler
City Manager

_____
Date

MEMO

TO: Bill Keffler, City Manager

THROUGH: Cliff Miller, Assistant City Manager CM

FROM: Joe Travers, Assistant Director of Public Services
Jerry Ortega, Director of Public Services

SUBJECT: Permission to Advertise CSP #904-11
2011 Jail Improvements

DATE: June 3, 2011

BACKGROUND INFORMATION:
The Municipal Jail Improvements consist of recoating floors, walls, doors and frames as well as disassembly and reassembly of furnishings. Also included will be fabrication of a new book-in desk to replace existing and other miscellaneous items.

FUNDING:
Funding is provided from Facility's Construction accounts 227-1011-581-7201 and 229-1011-581-7201.

SCHEDULE:
Public Services plans to begin construction early August 2011 and be completed October 2011.

Office\Agenda\Executive\Adv\JailCSP904-11.doc

AGENDA REPORT

City of Richardson, City Council Meeting

Work Session Date _____	City Council Meeting Date **June 13, 2011**

REQUESTED ACTION/MOTION

Authorization to advertise Competitive Sealed Proposal #904-11 approval of plans and contract documents for the 2011 Jail Improvements. Competitive Sealed Proposals to be received until Thursday, June 30, 2011 at 2:00 p.m. and read aloud 30 minutes later.

SUMMARY EXPLANATION AND BACKGROUND

The Municipal Jail Improvements consist of re-coating floors, walls, doors and frames as well as disassembly and reassembly of furnishings. Also included will be fabrication of a new book-in desk to replace existing and other miscellaneous items.

Funding is provided from Facility's Construction accounts #277-1011-581-7201 and #229-1011-581-7201.

Public Services plan for this project to begin construction early August 2011 and be completed by October 2011.

Recommended By: Cliff Miller	City Manager's Office	_____ Date
Source of Additional Information: Joe Travers	Assistant Director of Public Services	972-744-4225 Phone
Source of Additional Information: Jerry Ortega	Director of Public Services	972-744-4224 Phone

EXHIBITS ATTACHED FOR CITY COUNCIL MEETING

4 Handout(s) for Council Meeting (list items)

- Notice to Contractor
- Executive Summary
- Proposed Project Schedule
- Locater Map

DOCUMENTS FOR CITY SECRETARY/PERMANENT RECORDS

Documents must be submitted to the City Secretary in their final form with City Attorney approval no later than the Monday prior to the Work Session.

__ Resolution ___ Public Hearing ___ None
__ Ordinance ___ Other

Office/Agenda Reports/Adv/JailCSP#904-11.doc

NOTICE TO CONTRACTORS
CITY OF RICHARDSON

2011 JAIL IMPROVEMENTS

CSP NO. 904-11

Competitive Sealed Proposals addressed to the Purchasing Manager, of the City of Richardson, Texas, will be received at the Office of the City Purchasing Department, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Thursday at 2:00 p.m. on June 30, 2011**, and will be opened and read aloud in the **Capital Projects Conference Room 206**, 30 minutes later that same day, for furnishing all design, labor, materials, tools and equipment, and performing all work required including all appurtenances for this project:

The Municipal Jail Improvements consist of recoating floors, walls, doors and frames as well as disassembly and reassembly of furnishings. Also included will be fabrication of a new book-in desk to replace existing and other miscellaneous items.

Proposals shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the proposal submitted, payable without recourse to the City of Richardson, Texas, or an acceptable bond for the same amount from a reliable surety company as a guarantee that the proposer will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The notice of award of contract shall be given to the successful proposer within ninety (90) days following the opening of CSP.

The successful contractor must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, and a Maintenance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals.

Proposals will be evaluated and a ranked list of candidates provided within 45 days of receipt of proposals. Evaluation procedures, including weighted ranking criteria may be obtained from the City of Richardson, Capital Projects Department, 411 W. Arapaho Road, Suite 204, Richardson, TX 75080 telephone (972) 744-4280.

A maximum of Sixty (60) calendar days will be allowed for construction.

Plans, specifications and proposal documents may be obtained from the Office of the City Engineer, Capital Projects Department in Room 204, of the Richardson Civic Center/City Hall, 411 West Arapaho Road, Richardson, Texas, **beginning at 12:00 p.m. on Tuesday, June 14, 2011** upon receipt of a non-refundable fee of **Fifty Dollars** ($50.00), payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number.

A Pre-proposal meeting will be held Thursday, June 23, 2011 at 10:00 a.m., in the Capital Projects Conference Room 206, Richardson Civic Center/City Hall.

By:/s/Bob Townsend, Mayor
City of Richardson
P. O. Box 830309
Richardson, Texas 75083

PROPOSED PROJECT SCHEDULE

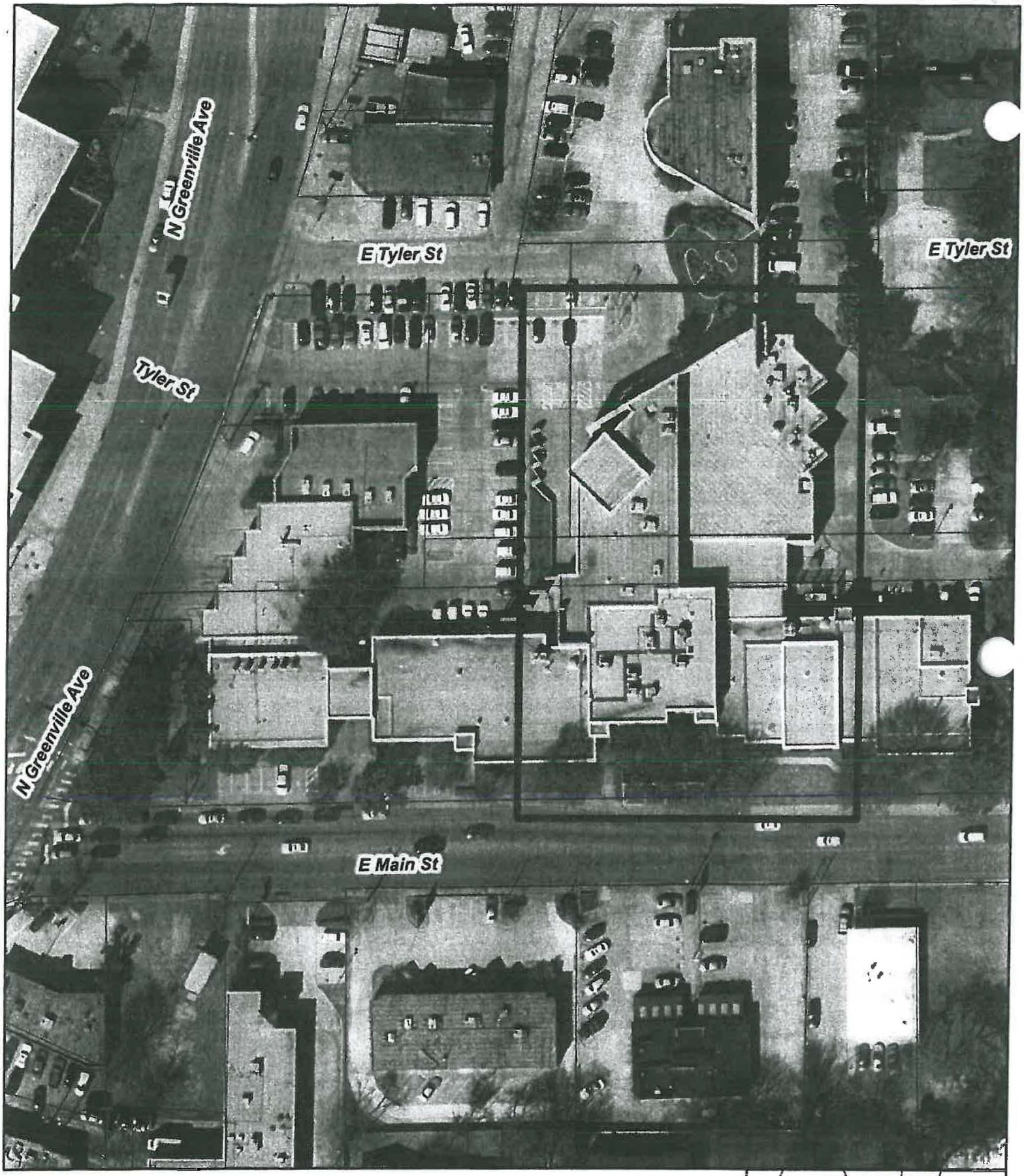
2011 JAIL IMPROVEMENTS

CSP NO. 904-11

Agenda Paperwork to Advertise	Friday, June 3, 2011
Council Authorization to Advertise	Monday, June 13, 2011
Plans/Specs Available for Contractors	Tuesday, June 14, 2011
Advertise in Daily Commercial Record	Wednesday, June 15, 2011
Advertise in Daily Commercial Record	Wednesday, June 22, 2011
Pre Proposal Meeting (10 am- Room 206)	Thursday, June 23, 2011
Proposals Received & Opened (Due @ 2:00 open @ 2:30)	Thursday, June 30, 2011
Agenda Paperwork to Award Contract	Friday, July 15, 2011
Council to Award Contract	Monday, July 25, 2011
Pre-Construction Meeting	~ August 2, 2011
Project Start	~August 8, 2011
Project 60 Calendar Days	~October, 2011

Project Manager: Joe Travers
Engineers Estimate: $235,000

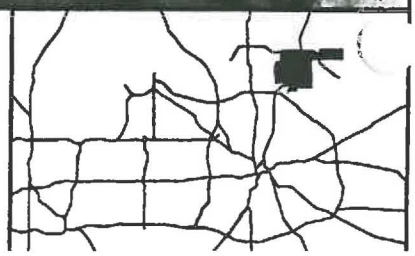
Account #227-1011-581-7201 ($123K)
Account #229-1011-581-7201($116K)



Municipal Jail
140 N Greenville Ave
Richardson, Texas

N
W E
S

0 50 100 200 Feet



Information Services GIS

CITYOFRICHARDSON

TO: Bill Keffler - City Manager

THRU: Kent Pfeil - Director of Finance

FROM: Pam Kirkland - Purchasing Manager

SUBJECT: Competitive Sealed Proposal # 905-11

DATE: June 2, 2011

Request Council approval to initiate proposals for the following:

Eisemann Center Garage LED Lighting Retrofit

Proposed Council approval date:	June 13, 2011
Proposed advertising dates:	June 15, 2011 & June 22, 2011
·oposal due date:	Thursday, June 30, 2011 – 3:00 p.m.
Proposal opening date:	Thursday, June 30, 2011 – 3:30 p.m.
Engineer's estimated total cost:	$110,000
Account:	313-9739-583-7524, Project #313-101

Bill Martin for
Pam Kirkland, CPPO, CPPB
Purchasing Manager

6-6-11
Date

Kent Pfeil
Director of Finance

6/6/11
Date

Approved: _____
Bill Keffler
City Manager

_____
Date

MEMO

TO: Bill Keffler, City Manager

THROUGH: Cliff Miller, Assistant City Manager CGM

FROM: Joe Travers, Assistant Director of Public Services
Jerry Ortega, Director of Public Services

SUBJECT: Permission to Advertise CSP #905-11 for the Eisemann Center Garage LED Lighting Retrofit

DATE: June 2, 2011

BACKGROUND INFORMATION:
The Eisemann Center Garage LED Lighting Retrofit Project will include replacing the existing metal halide, mercury vapor and fluorescent parking garage fixtures with LED fixtures. Estimated quantities include 272 metal halide fixtures, 32 pole mounted mercury vapor fixtures and 47 fluorescent fixtures.

FUNDING:
Funding is provided from Energy Independence and Security Grant 313-9739-583-7524 Project # 313-101.

SCHEDULE:
Public Services plan for this project to begin construction August 2011 and be completed by September 2011.

Office\Agenda\Executive\Adv\Eisemann LED

AGENDA REPORT

City of Richardson, City Council Meeting

Work Session Date _____	City Council Meeting Date **June 13, 2011**

REQUESTED ACTION/MOTION

Authorization to advertise Competitive Sealed Proposal #905-11 approval of plans and contract documents for the Eisemann Center Garage LED Lighting Retrofit. Competitive Sealed Proposals to be received until Thursday, June 30, 2011 at 3:00 p.m. and read aloud 30 minutes later.

SUMMARY EXPLANATION AND BACKGROUND

The Eisemann Center Garage LED Lighting Retrofit Project will include replacing the existing metal halide, mercury vapor and fluorescent parking garage fixtures with LED fixtures. Estimated quantities include 272 metal halide fixtures, 32 pole mounted mercury vapor fixtures and 47 fluorescent fixtures.

Funding is provided from Energy Independence and Security Grant 313-9739-583-7524 Project # 313-101.

Public Services plan for this project to begin August 2011 and be completed by September 2011.

Recommended By: Cliff Miller	City Manager's Office	_____ Date
Source of Additional Information: Joe Travers	Assistant Director of Public Services	972-744-4225 Phone
Source of Additional Information: Jerry Ortega	Director of Public Services	972-744-4224 Phone

EXHIBITS ATTACHED FOR CITY COUNCIL MEETING

3 Handout(s) for Council Meeting (list items)

- Notice to Contractor
- Executive Summary
- Proposed Project Schedule

DOCUMENTS FOR CITY SECRETARY/PERMANENT RECORDS

Documents must be submitted to the City Secretary in their final form with City Attorney approval no later than the Monday prior to the Work Session.

__ Resolution ___ Public Hearing ___ None
__ Ordinance ___ Other

Office/Agenda Reports/Adv/Eisemann Garage LED

NOTICE TO CONTRACTORS
CITY OF RICHARDSON

EISEMANN CENTER GARARGE LED LIGHTING RETROFIT
CSP #905-11

Competitive Sealed Proposals addressed to the **Purchasing Manager**, of the City of Richardson, Texas, will be received at the Office of the **City Purchasing Department**, Suite 101, City Hall, 411 West Arapaho Road, Richardson, Texas, until **Thursday at 3:00 p.m. on June 30, 2011**, and will be opened and read aloud in the **Capital Projects Conference Room 206**, 30 minutes later that same day, for furnishing all labor, materials, tools and equipment, and performing all work required including all appurtenances for this project:

The Eisemann Center Garage LED Lighting Retrofit Project will include replacing the existing metal halide, mercury vapor and fluorescent parking garage fixtures with LED fixtures. Estimated quantities include 272 metal halide fixtures, 32 pole mounted mercury vapor fixtures and 47 fluorescent fixtures.

Proposals shall be accompanied by a certified or cashier's check on a state or national bank in an amount not less than five percent (5%) of the possible total of the proposal submitted, payable without recourse to the City of Richardson, Texas, or an acceptable bond for the same amount from a reliable surety company as a guarantee that the proposer will enter into a contract and execute required Performance and Payment Bonds within ten (10) days after notice of award of contract. The notice of award of contract shall be given to the successful proposer within ninety (90) days following the opening of proposals.

The successful contractor must furnish a Performance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, a material and labor Payment Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, and a Maintenance Bond upon the form provided in the amount of one hundred percent (100%) of the contract price, from a surety authorized under the laws of the State of Texas to act as a surety on bonds for principals.

Proposals will be evaluated and a ranked list of candidates provided within 45 days of receipt of proposals. Evaluation procedures, including weighted ranking criteria may be obtained from the City of Richardson, Capital Projects Department, 411 W. Arapaho Road, Suite 204, Richardson, TX 75080 telephone (972) 744-4280.

A maximum of Thirty (30) calendar days will be allowed for construction.

One set of plans, specifications and proposal documents may be secured from the Office of the City Engineer, Capital Projects Department in Room 204, of the Richardson Civic Center/City Hall, 411 West Arapaho Road, Richardson, Texas, **beginning at 12:00 p.m. on Tuesday, June 14, 2011** upon receipt of a **NON-REFUNDABLE FEE OF Fifty Dollars** ($50.00) per set, payable to the City of Richardson, accompanied by the contractor's name, address, phone number, email address and FAX number.

A pre-proposal conference will be held **Thursday, June 23, 2011, at 11:00 a.m.**, in **Room 206** of Richardson Civic Center/City Hall. Attendance is not mandatory but is strongly encouraged. A site visit will follow the conference.

By:/s/Bob Townsend, Mayor
City of Richardson
P. O. Box 830309
Richardson, Texas 75083

PROPOSED PROJECT SCHEDULE

Eisemann Center Garage LED Lighting Retrofit

CSP NO. 905-11

Agenda Paperwork to Advertise	Friday, June 3, 2011
Council Authorization to Advertise	Monday, June 13, 2011
Plans/Specs Available for Contractors	Tuesday, June 14, 2011
Advertise in Daily Commercial Record	Wednesday, June 15, 2011
Advertise in Daily Commercial Record	Wednesday, June 22, 2011
Pre Proposal Meeting (11 am- Room 206)	Thursday, June 23, 2011
Proposals Received & Opened (Due @ 3:00 open @3:30 Room 206)	Thursday, June 30, 2011
Agenda Paperwork to Award Contract	Friday, July 15, 2011
Council to Award Contract	Monday, July 25, 2011
Pre-Construction Meeting	~ August 3, 2011
Project Start	~August 8, 2011
Project 30 Calendar Days	~Sept., 2011

Project Manager: Joe Travers
Engineers Estimate: $110,000
Account: 313-9739-583-7524 #313-101

MEMO

DATE: **June 6, 2011**

TO: **Kent Pfeil – Director of Finance**

FROM: **Pam Kirkland – Purchasing Manager** Pam

SUBJECT: **Award of Bid #18-11 for the co-op purchase of a truck tractor for Fleet Services to Grande Truck Center for a total expenditure of $116,018 through the Texas Local Government Statewide Purchasing Cooperative Buyboard Contract #358-10**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Ernest Ramos – Fleet & Materials Manager to issue a purchase order for the above referenced truck tractor to Grande Truck Center in the amount of $116,018.

The above referenced truck has been bid through the Texas Local Government Statewide Purchasing Cooperative (Buyboard) Contract #358-10. The City of Richardson is a member of the Texas Local Government Statewide Purchasing Cooperative through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

A total of $150,000, which includes a low profile equipment trailer yet to be purchased, was budgeted in account 231-7020-581-7421, Project #FL1101 for this expenditure.

Concur:

Kent Pfeil

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

DATE: May 6, 2011

TO: Pam Kirkland, Purchasing Manager

FROM: Ernie Ramos, Fleet & Materials Manager E.R.

RE: Capital Equipment Purchase, Truck Tractor for Fleet Services
Via Buyboard Contract 358-10

I have reviewed the existing contract referenced above and recommend purchasing various truck configurations with accessories from Grande Truck Center for an amount not to exceed $116,018. I have reviewed and approved the quote with options listed from Grande Truck Center.

The contact at Grande Truck Center is Mr. Terry Anderson, and he can be reached at (210) 863-6478, or E-mail: tanderson@grandetruck.com, or fax: (210) 666-7216. Please order the Vehicle with accessories as specified in the attached quote. The funding for this purchase is funded from account # 231-7020-581-7421, project # FL1101.

Attachment/s: Buyboard Listing, (2-pages)
Vendor Catalog Item Sheet, (1-page)
Vendor Contact Information, (1-page)
Buyboard Pricing Worksheet, (1-page)

CC: Kent Pfeil, Director of Finance

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer: City of Richardson

Product Description: 2012 Mack CHU613 Item # 153

A: Base Price in **Bid/Proposal Number** **358-10** $ 53,964.00

B: Published Options [Itemize each item below]

Bright Finished Sheild Stack Elbow	$ 366.00	SPL170XL Driveline - Interaxle	$ 593.00
Upgrade Engine to 445 HP	$ 1,156.00	Air Ride Passenger Seat - Midback	$ 433.00
Delco 130 Amp Alt	$ 136.00	Upgrade Front Axle to 14,600 lbs	$ 1,745.00
Sachs Self Adjust Clutch	$ 486.00	16.5" x 5" Front Brakes	$ 305.00
Oil Cooler for Mack Transmission	$ 683.00	Haldex Front Auto Slack	$ 116.00
Aero Mirrors	$ 1,145.00	Haldex Rear Auto Slack	$ 175.00
Upgrade to 44k Rear Axles	$ 6,543.00	213 Wheelbase	$ 4,063.00
Upgrade to 46K Air-Ride	$ 9,861.00	182" Platform	$ 2,228.00
Alum Bell Housing for Mack Trans	$ 313.00	11.811 x 3.54 x .37 frame	$ 5,156.00
SPL170XL Driveline - Main	$ 183.00	Betts mud flap bracket	$ 113.00
Subtotal Column 1:	$ 20,872.00	Subtotal Column 2:	$ 14,927.00
B-2: Subtotal Page 2 - Column 1:	$ 25,855.00	Subtotal Page 2 - Column 2:	$ -

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") $ 61,654.00

C: Subtotal of A + B => $ 115,618.00

D: Body %

	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Subtotal Column 1:	$ -	Subtotal Column 2:	$ -
D-2: Subtotal Page 2 - Column 1:	$ -	Subtotal Page 2 - Column 2:	$ -

Body $ -

E: Contract Price Adjustment {If any, explain here} $ - $ -

F: Total of C + D ± E {Not including Buy Board Fee} => $ 115,618.00

G: Quantity Ordered {Units x F} => # of Units 1 $ 115,618.00

H: BUYBOARD Fee {From Fee Schedules, Table: $ 400.00

I: Non-Equipment Charges & Credits {ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.}

Subtotal of Non-Equipment Charges $ -

J: **TOTAL PURCHASE PRICE INCLUDING {G + H +I} =>** $ 116,018.00

Grande Truck Center
PO Box 201210
San Antonio, Texas 78220

Terry Anderson
(210) 863-6478
Fax: (210) 666-7216

tanderson@grandetruck.com

MEMO

DATE: June 1, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: Award of Bid #26-11 for the Huffhines Recreation Center Alternative Energy Project to Mart, Inc., in the amount of $307,655

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Roger Scott – Assistant Director of Parks & Recreation, and request permission to award a contract to the low bidder, Mart, Inc., for the above referenced construction in the amount of $307,655.

Funding is provided through a U.S. Department of Energy Grant authorized by the Energy Independence and Security Act (EISA) of 2007 in account 313-9739-583-7524, Project 313-101. A prebid conference was held on March 10, 2011 and eight bids were solicited and two bids were received.

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

TO: Bill Keffler, City Manager

THROUGH: E. A. Hoppe, Assistant to City Manager
Don Magner, Chief Building Official

FROM: Roger Scott, Assistant Director of Parks & Rec

SUBJECT: Award Bid #26-11 to Mart, Inc.
Huffhines Recreation Center Alternative Energy Project

DATE: June 2, 2011

ACTION REQUESTED:
Council to consider award of Bid #26-11 to Mart, Inc., for the Huffhines Recreation Center Alternative Energy Project for a total amount of $307,655.

BACKGROUND INFORMATION:
On March 23, 2011, the Parks Department opened bids for the subject project. The attached bid tabulation certifies that the apparent low bidder is Mart, Inc.

Staff as well as the Finance Department have reviewed Mart's company financials, bonding company, the insurance company and references, and recommend awarding the Huffhines Recreation Center Alternative Energy Project to Mart, Inc., in the amount of $307,655.

The project includes the construction of one (1) Electric Solar Panel System, one (1) Solar Water Heating System; one (1) Electrical Generating Wind System; and dual electric car charging stations at Huffhines Recreation Center located at 200 N. Plano Road. This project also includes an interactive viewing station inside Huffhines Recreation Center.

FUNDING:
Funding is provided through a U.S. Department of Energy Grant authorized by the Energy Independence and Security Act (EISA) of 2007 in Account #313-9739-583-7524 Project 313-101.

SCHEDULE:
Parks and Recreation plans to begin construction for this project June 2011 and completed by August 2011.

Cc: Cliff Goff, Tin Star.
LTOffice\Agenda Reports\Executive\ParksEnergy26-11.doc

AGENDA REPORT
City of Richardson, City Council Meeting

Work Session Date _____	City Council Meeting Date **June 13, 2011**

REQUESTED ACTION/MOTION

Council to consider award of Bid #26-11 to Mart Inc., for the Huffhines Recreation Center Alternative Energy Project in the amount of $307,655.

SUMMARY EXPLANATION AND BACKGROUND

The project includes the construction of one (1) Electric Solar Panel System, one (1) Solar Water System; one (1) Electrical Generating Wind System; and dual electric car charging stations at Huffhines Recreation Center located at 200 N. Plano Road. This project also includes an interactive viewing station inside Huffhines Recreation Center.

Funding is provided through a U.S. Department of Energy Grant authorized by the Energy Independence and Security Act (EISA) of 2007 in Account #313-9739-583-7524 Project 313-101.

Parks and Recreation plans to begin construction for this project June 2011 and completed by August 2011.

Recommended By: E.A. Hoppe	City Manager's Office	06/03/2011 Date
Source of Additional Information: Roger Scott	Assistant Director of Parks & Rec	972-744-4303 Phone
Source of Additional Information: Don Magner	Chief Building Official	972-744-4182 Phone

EXHIBITS ATTACHED FOR CITY COUNCIL MEETING

3 Handout(s) for Council Meeting (list items)

- Executive Summary
- Bid Tabulation
- Exhibit Locator

DOCUMENTS FOR CITY SECRETARY/PERMANENT RECORDS

Documents must be submitted to the City Secretary in their final form with City Attorney approval no later than the Monday prior to the Work Session.

__ Resolution ___ Public Hearing ___ None
__ Ordinance ___ Other

LT:Office/Agenda/Award/ParksEnergy26-11.doc

HUFFHINES RECREATION CENTER ALTERNATIVE ENERGY PROJECT
BID NO. 26-11
BID OPENING: WEDNESDAY, MARCH 23, 2011

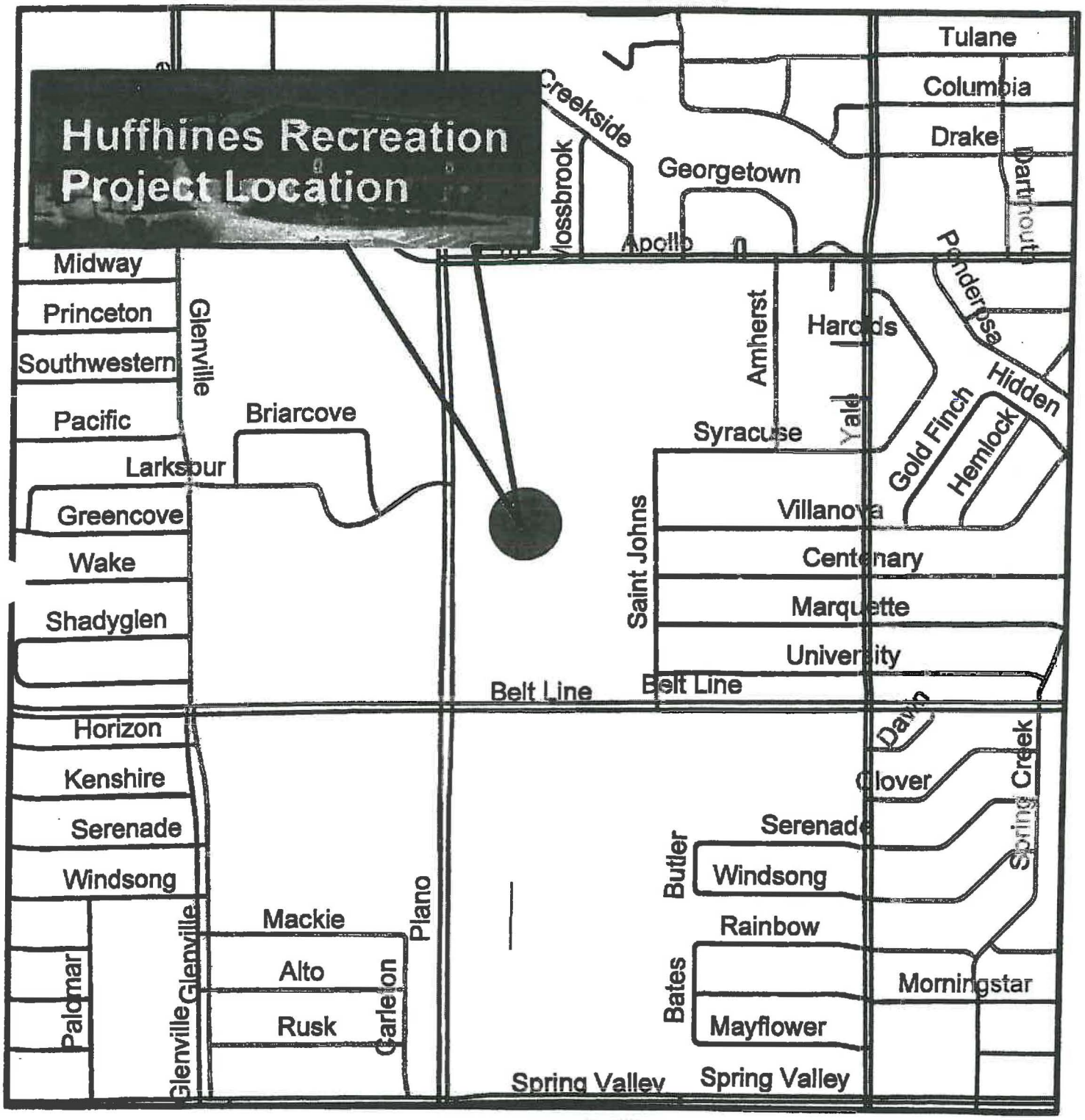
	Total Base Bid	Bid Alternate Wind Turbine	Total with Bid Alternate
1. Big Sky Construction	$502,902.00	$42,005.00	$544,907.00
2. Mart, Inc.	$307,655.00	N/A	$307,655.00

Consulting Engineer's Estimate: $215,000

Certified By: _____
Roger Scott, Assistant Director of Parks & Rec

Office\Bid Open\.xls

Huffhines Recreation Center
Alternative Engergy Project



CITY OF RICHARDSON - CAPITAL PROJECTS

MEMO

DATE: June 1, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: **Award of Bid #40-11 for the 2010 Sidewalk Repair Program Phase II (Regions 3 & 4) to Jim Bowman Construction Company, in the amount of $644,341.14**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Steve Spanos, Director of Engineering, and request permission to award a contract to the second low bidder, Jim Bowman Construction Company, for the above referenced construction in the amount of $644,341.14.

The first low bidder, Jet Underground Utilities, Inc., did not provide references that demonstrated sufficient work experience to meet the requirements of the project and their financial statements also were not favorable. We therefore, recommend Jim Bowman Construction Company who meets all requirements of the project.

Funding is provided from Neighborhood Vitality G.O. Bonds in account 377-8703-585-7524, Project NV1008. A prebid conference was held on May 10, 2011 and fourteen bids were solicited and eight bids were received.

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

TO: Bill Keffler, City Manager

THROUGH: Cliff Miller, Assistant City Manager

FROM: Steve Spanos, P.E., Director of Engineering

SUBJECT: Award of Bid #40-11 to Jim Bowman Construction Co.
2010 Sidewalk Repair Program Phase II – Regions 3 & 4

DATE: June 1, 2011

ACTION REQUESTED:
Council to consider award of Bid #40-11 to Jim Bowman Construction Co., for the 2010 Sidewalk Repair Program Phase II – Regions 3 & 4 for a total amount of $644,341.14.

BACKGROUND INFORMATION:
On May 19, 2011 the Capital Projects Department opened bids for the subject project. The attached bid tabulation certifies the lowest bid was submitted by Jet Underground Utilities, Inc., in the amount of $579,772.00.

The Finance Department reviewed Jet Underground's company financials, and cannot give a positive recommendation based on the financial information presented. In addition, references provided by Jet Underground did not demonstrate sufficient work experience on similar projects of this magnitude. Staff recommends awarding this project to the second low bidder, Jim Bowman Construction, in the amount of $644,341.14. Jim Bowman Construction Company is currently under contract with the City, and has successfully completed several projects, including previous sidewalk repair projects.

The Phase II Sidewalk Repair Project includes removal and replacement of existing residential 4' sidewalk and driveway approach pavement in Regions 3 & 4. Region 3 is bounded by US75, Belt Line Road, Floyd Road, and West Arapaho Road. Region 4 is bounded by Custer Road, Lookout Road, Floyd Road, Synergy Parkway, and West Renner Road. The work will also include the construction of barrier free ramps and other appurtenances related to sidewalk and driveway approach repairs including 6" concrete curb, sod, water meter adjustments, and sidewalk grinding and or cutting.

FUNDING:
Funding is provided from Neighborhood Vitality G.O Bonds account 377-8703-585-7524 project NV1008.

SCHEDULE:
Capital Projects plans for this project to begin construction July 2011 and be completed by December 2011.

Cc: Padma Patla, P.E., Project Engineer
LT:Office\Agenda Reports\Executive\Sidewalk2#40-11.doc

AGENDA REPORT
City of Richardson, City Council Meeting

Work Session Date _____	City Council Meeting Date **June 13, 2011**

REQUESTED ACTION/MOTION

Council to consider award of Bid #40-11 to Jim Bowman Construction Co., for the 2010 Sidewalk Repair Program Phase II – Regions 3 & 4 in the amount of $644,341.14.

SUMMARY EXPLANATION AND BACKGROUND

The Phase II Sidewalk Repair Project includes removal and replacement of existing residential 4' sidewalk and driveway approach pavement in Regions 3 & 4. Region 3 is bounded by US75, Belt Line Road, Floyd Road, and West Arapaho Road. Region 4 is bounded by Custer Road, Lookout Road, Floyd Road, Synergy Parkway, and West Renner Road. The work will also include the construction of barrier free ramps and other appurtenances related to sidewalk and driveway approach repairs including 6" concrete curb, sod, water meter adjustments, and sidewalk grinding and or cutting.

Funding is provided from Neighborhood Vitality G.O Bonds account 377-8703-585-7524 project NV1008.

Capital Projects plans for this project to begin construction July 2011 and be completed by December 2011.

Recommended By: Cliff Miller	City Manager's Office	_____ Date
Source of Additional Information: Padma Patla, P.E.	Project Engineer	972-744-4276 Phone
Source of Additional Information: Steve Spanos, P.E.	Director of Engineering	972-744-4275 Phone

EXHIBITS ATTACHED FOR CITY COUNCIL MEETING

_3_ Handout(s) for Council Meeting (list items)

- Executive Summary
- Bid Tabulation
- Exhibit Locator

DOCUMENTS FOR CITY SECRETARY/PERMANENT RECORDS

Documents must be submitted to the City Secretary in their final form with City Attorney approval no later than the Monday prior to the Work Session.

__ Resolution ___ Public Hearing ___ None
__ Ordinance ___ Other

LT:Office/Agenda/Award/SidewalkII-40-11.doc

2010 SIDEWALK REPLACEMENT PROJECT PHASE II REGIONS 3 & 4

BID # 40-11

Bid Opening: May 19, 2011

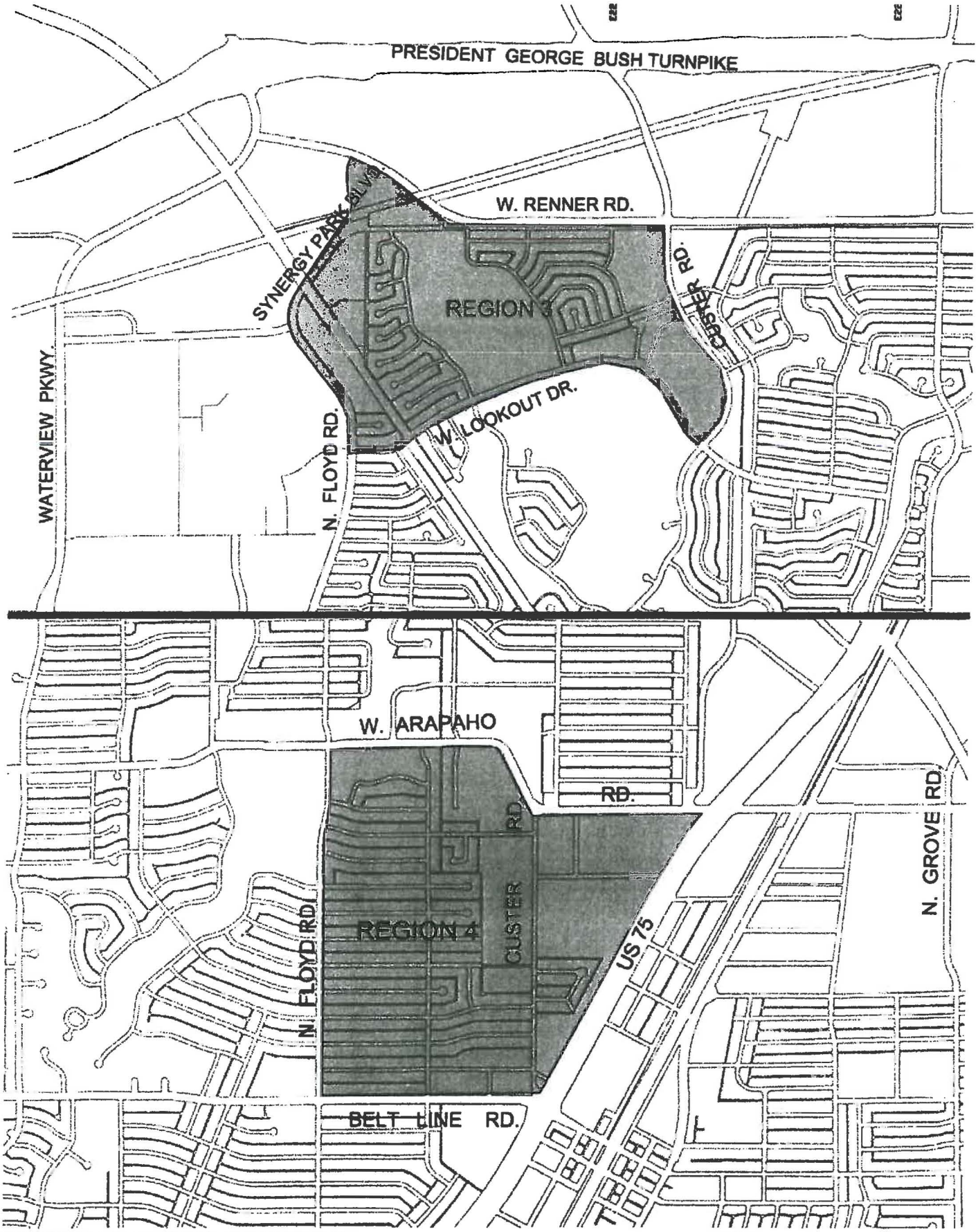
ITEM NO.	DESCRIPTION	EST QTY	UNIT	JET UNDERGROUND UTILITEIS, INC.		JIM BOWMAN CONSTRUCTION CO, LP.		VA CONSTRUCTION, INC.		RATLIFF HARDSCAPE, LTD.		KEN DO CONTRACTING LP.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Remove & Replace 4" Sidewalk	98,357	SF	$3.25	$319,660.25	$3.92	$385,559.44	$4.00	$393,428.00	$3.78	$371,789.46	$4.25	$418,017.25
2	Remove & Replace 5" Driveway Pvmt	10,819	SF	$3.25	$35,161.75	$4.30	$46,521.70	$4.50	$48,685.50	$4.29	$46,413.51	$4.25	$45,980.75
3	6" Class "C" Concrete Pavement	1,000	SF	$3.75	$3,750.00	$4.50	$4,500.00	$4.75	$4,750.00	$4.93	$4,930.00	$4.75	$4,750.00
4	6" Class "C" Curb & Gutter	1,500	SF	$2.50	$3,750.00	$13.50	$20,250.00	$15.00	$22,500.00	$16.64	$24,960.00	$16.50	$24,750.00
5	Barrier Free ADA ramp (Types A-D)	151	EA	$600.00	$90,600.00	$460.00	$69,460.00	$500.00	$75,500.00	$737.28	$111,329.28	$625.00	$94,375.00
6	Barrier Free ADA ramp (Types E-F)	5	EA	$650.00	$3,250.00	$350.00	$1,750.00	$450.00	$2,250.00	$609.28	$3,046.40	$500.00	$2,500.00
7	Compacted Clean Fill	150	CY	$14.00	$2,100.00	$4.00	$600.00	$10.00	$1,500.00	$12.80	$1,920.00	$6.00	$900.00
8	4" Topsoil with Block Sod	35,000	SF	$0.75	$26,250.00	$0.55	$19,250.00	$0.40	$14,000.00	$0.64	$22,400.00	$0.45	$15,750.00
9	Utility/Meter Box Adjustment	30	EA	$30.00	$900.00	$40.00	$1,200.00	$25.00	$750.00	$51.20	$1,536.00	$30.00	$900.00
10	Water Meter Relocation	15	EA	$155.00	$2,325.00	$600.00	$9,000.00	$400.00	$6,000.00	$512.00	$7,680.00	$400.00	$6,000.00
11	Traffic Control	7	EA	$1,000.00	$7,000.00	$150.00	$1,050.00	$150.00	$1,050.00	$640.00	$4,480.00	$500.00	$3,500.00
12	Asphalt Repair	300	SF	$2.00	$600.00	$3.00	$900.00	$3.00	$900.00	$2.56	$768.00	$4.00	$1,200.00
13	4" Exposed Aggregate Concrete Sidewalk	300	SF	$4.25	$1,275.00	$5.00	$1,500.00	$4.50	$1,350.00	$4.50	$1,350.00	$5.00	$1,500.00
14	Sidewalk Grinding	200	EA	$9.00	$1,800.00	$24.00	$4,800.00	$18.00	$3,600.00	$25.60	$5,120.00	$25.00	$5,000.00
15	Irrigation Relocation	15	EA	$25.00	$375.00	$75.00	$1,125.00	$75.00	$1,125.00	$160.00	$2,400.00	$125.00	$1,875.00
16	House Number Replacement	75	EA	$30.00	$2,250.00	$15.00	$1,125.00	$15.00	$1,125.00	$25.60	$1,920.00	$30.00	$2,250.00
17	4" Class "A" Sidewalk	2,000	SF	$5.25	$10,500.00	$3.50	$7,000.00	$4.00	$8,000.00	$3.01	$6,020.00	$4.00	$8,000.00
18	4" Class "A" Sidewalk outside Region	1,500	SF	$4.25	$6,375.00	$4.50	$6,750.00	$4.25	$6,375.00	$3.78	$5,670.00	$5.00	$7,500.00
19	Project Signs	6	EA	$225.00	$1,350.00	$250.00	$1,500.00	$200.00	$1,200.00	$339.20	$2,035.20	$200.00	$1,200.00
20	Barrier Free Ram Curb	200	LF	$2.50	$500.00	$2.50	$500.00	$2.00	$400.00	$2.56	$512.00	$4.50	$900.00
21	Construction Contingency	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
	TOTAL BASE BID				**$579,772.00**		**$644,341.14**		**$654,488.50**		**$686,279.85**		**$706,848.00**
	CONTRACTOR'S BID			**SAME**		**SAME**		**SAME**		**$768,367.80**		**$813,183.50**	

ITEM NO.	DESCRIPTION	EST QTY	UNIT	CAMINO CONSTRUCTION, LP.		MASSANA CONSTRUCTION INC.		THE FAIN GROUP, INC.		AVERAGES	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Remove & Replace 4" Sidewalk	98,357	SF	$4.50	$442,606.50	$5.00	$491,785.00	$5.47	$538,012.79	$4.27	$420,107.34
2	Remove & Replace 5" Driveway Pvmt	10,819	SF	$5.50	$59,504.50	$7.00	$75,733.00	$6.26	$67,726.94	$4.92	$53,215.96
3	6" Class "C" Concrete Pavement	1,000	SF	$8.00	$8,000.00	$16.00	$16,000.00	$6.56	$6,560.00	$6.66	$6,655.00
4	6" Class "C" Curb & Gutter	1,500	SF	$26.00	$39,000.00	$25.00	$37,500.00	$22.71	$34,065.00	$17.23	$25,846.88
5	Barrier Free ADA ramp (Types A-D)	151	EA	$1,400.00	$211,400.00	$730.00	$110,230.00	$903.33	$136,402.83	$744.45	$112,412.14
6	Barrier Free ADA ramp (Types E-F)	5	EA	$835.00	$4,175.00	$730.00	$3,650.00	$945.16	$4,725.80	$633.68	$3,168.40
7	Compacted Clean Fill	150	CY	$15.00	$2,250.00	$61.00	$9,150.00	$12.57	$1,885.50	$16.92	$2,538.19
8	4" Topsoil with Block Sod	35,000	SF	$0.75	$26,250.00	$2.00	$70,000.00	$0.69	$24,150.00	$0.78	$27,256.25
9	Utility/Meter Box Adjustment	30	EA	$150.00	$4,500.00	$385.00	$11,550.00	$565.00	$16,950.00	$159.53	$4,785.75
10	Water Meter Relocation	15	EA	$535.00	$8,025.00	$590.00	$8,850.00	$565.00	$8,475.00	$469.63	$7,044.38
11	Traffic Control	7	EA	$2,320.00	$16,240.00	$2,200.00	$15,400.00	$3,520.00	$24,640.00	$1,310.00	$9,170.00
12	Asphalt Repair	300	SF	$7.25	$2,175.00	$7.00	$2,100.00	$9.62	$2,886.00	$4.80	$1,441.13
13	4" Exposed Aggregate Concrete Sidewalk	300	SF	$6.00	$1,800.00	$8.00	$2,400.00	$6.68	$2,004.00	$5.49	$1,647.38
14	Sidewalk Grinding	200	EA	$45.00	$9,000.00	$20.00	$4,000.00	$37.07	$7,414.00	$25.46	$5,091.75
15	Irrigation Relocation	15	EA	$150.00	$2,250.00	$590.00	$8,850.00	$943.00	$14,145.00	$267.88	$4,018.13
16	House Number Replacement	75	EA	$35.00	$2,625.00	$15.00	$1,125.00	$44.00	***$3,300.00***	$26.20	$1,965.00
17	4" Class "A" Sidewalk	2,000	SF	$4.35	$8,700.00	$4.00	$8,000.00	$3.84	$7,680.00	$3.99	$7,987.50
18	4" Class "A" Sidewalk outside Region	1,500	SF	$5.00	$7,500.00	$7.00	$10,500.00	$5.80	$8,700.00	$4.95	$7,421.25
19	Project Signs	6	EA	$435.00	$2,610.00	$170.00	$1,020.00	$472.00	$2,832.00	$286.40	$1,718.40
20	Barrier Free Ram Curb	200	LF	$28.00	$5,600.00	$25.00	$5,000.00	$14.52	$2,904.00	$10.20	$2,039.50
21	Construction Contingency	1	LS	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00	$60,000.00
	TOTAL BASE BID				**$924,211.00**		**$952,843.00**		**$975,458.86**		**$765,530.29**
	CONTRACTOR'S BID			**SAME**		**SAME**		**$975,502.86**			

ENGINEERS ESTIMATE FOR BASE BID: $960,000

CERTIFIED BY Kim Lockart for

e Spanos, P.E., Director of Engineering



SIDEWALK REPAIR PROGRAM
PHASE II - REGIONS 3 & 4
SUMMER 2011

NORTH

CITY OF RICHARDSON TEXAS

MEMO

DATE: June 6, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager Pam

SUBJECT: **Award of Bid #41-11 for an annual requirements contract for tree watering to Texas Tree Turf Company pursuant to unit prices**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Bobby Kinser – Assistant Parks Superintendent, and request permission to issue an annual requirements contract for tree watering to Texas Tree Turf Company pursuant to unit prices.

The term of the contract is twelve (12) months with options for four (4) additional twelve (12) month renewal periods. Prices were received for watering trees one time per week for 52 weeks at a unit cost of $1.45 per tree for 1" – 3" caliper trees and $1.95 per tree for trees 3" – 5" caliper. The award of this contract allows the city to use the tree watering contract as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for or use a minimum or maximum amount of tree watering, payment will be rendered pursuant to the unit prices bid.

A total of $53,000 is available in account 011-3061-541-3399 for these expenditures. A prebid conference was held on April 26, 2011 and one vendor and two staff members were in attendance. One thousand five hundred seventy four bidders were electronically notified of the bid; twenty-five bidders viewed the bid; and five responsive bids were received.

Concur:

Kent Pfeil

Attachments

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

TO: Pam Kirkland
FROM: Bobby Kinser
DATE: 5-09-11
SUBJECT: **Award of Bid # 41-11 Tree Watering**

After careful review the Parks Department recommends award of Bid #41-11 Annual Contract for tree watering to Texas Tree Turf Company. Texas Tree and Turf Company is the apparent low bidder and has a favorable history with the City of Richardson.

Please use account # 3061-541-3399 .

PAGE
BID N ER: 41-11
DATE OPENED: May 4, 2011

BID TABULATION-ANNUAL (RACT FOR TREE WATERING

				Texas Tree Turf		Carruthers Landscape		Lone Star Barrier Svc.		Total Lawn Service	
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Water trees 1" to 3" caliper 530 trees X 52 weeks/watering (1 time per week)	27560	ea	1.450	$39,962.00	1.960	$54,017.60	5.950	$163,982.00		$29,978.00
2	Water trees 3" to 5" caliper 120 Trees X 52 weeks/watering (1 time per week)	6240	ea	1.950	$12,168.00	3.650	$22,776.00	7.950	$49,608.00		$29,978.00
	TOTAL GROSS PRICE				$52,130.00		$76,793.60		$213,590.00		$59,956.00

BID NUMBER: 41-11
DATE OPENED: May 4, 2011

BID TABULATION-ANNUAL CONTRACT FOR TREE WATERING

				RK Vining Enterprises							
ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Water trees 1" to 3" caliper 530 trees X 52 weeks/watering (1 time per week)	27560	ea		$30,680.00						
2	Water trees 3" to 5" caliper 120 Trees X 52 Weeks/watering (1 time per week)	6240	ea		$30,899.00						
	TOTAL GROSS PRICE				$61,579.00		$0.00		$0.00		$0.00

MEMO

DATE: June 6, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: **Award of Bid #47-11 for the co-op purchase of seven (7) Crane Carrier Corporation cab-over/chassis for rearloader refuse trucks for the Solid Waste Department to Bond Equipment Company, Inc. in the amount of $943,552 through the Texas Local Government Statewide Purchasing Cooperative Buyboard Contract #358-10**

Proposed Date of Award: June 13, 2011

I concur with the recommendations of Ernest Ramos – Fleet & Materials Manager, and David Johnson – Solid Waste Manager, to issue a purchase order for the above referenced cab/chassis' to Bond Equipment Company, Inc. in the amount of $943,552.

The above referenced cab-over/chassis have been bid through the Texas Local Government Statewide Purchasing Cooperative (Buyboard) Contract #358-10. The City of Richardson is a member of the Texas Local Government Statewide Purchasing Cooperative through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding for the cab-over/chassis' is available in accounts 592-2040-581-7421, Project #RS1001 and 593-2040-581-7421, Project #RS1101, as outlined in Mr. Ramos attached memo.

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

DATE: May 6, 2011

TO: Pam Kirkland, Purchasing Manager

FROM: Ernie Ramos, Fleet & Materials Manager E.R.

RE: Capital Equipment Purchase, Cab/Chassis for (Rearloader Configuration) via Buyboard Contract 358-10,

I have reviewed the existing contract referenced above and recommend purchasing seven (7) Crane Carrier Corporation Cab-over/Chassis (Model LET2) with accessories from Bond Equipment Company, Inc. for an amount not to exceed $943,552. I have reviewed and approved the quote with options listed from Bond Equipment Company, Inc. The funding for this purchase is funded from multiple accounts and Project #'s listed:

	Account #	Project #	Total
FY 2009-2010	592-2040-581-7421	RS1001	$ 580,000
FY 2010-2011	593-2040-581-7421	RS1101	$ 480,000
		Total funding available	$ 1,060,000
		Total cost of chassis (each)	$ 134,736
		Number of chassis's	$ 7
		Sub-total	$ 943,152
		Buyboard Contract Fee	$ 400
		Total cost of chassis's & fees	$ 943,552
		Balance of funding will be used for bodies	$ 116,448

The contact at Bond Equipment Company, Inc is Mr. Andy Bond, and he can be reached at (214) 637-0760, or E-mail: andy@bondequipment.com, or fax: (214) 637-4731. Please order the truck chassis as specified on the Buyboard Quote. The Buyboard fee of $400 should be split between these accounts. Purchase for items referenced above including fee totals $943,552.00.

Attachment/s: Buyboard Quote, (CCC LET2 Chassis, 2-pages)
Copy of Buyboard Contract, (3-pages)

CC: David Johnson, Solid Waste Manager
Travis Switzer, Assistant Director of Public Services
Jerry Ortega, Director of Public Services
Kent Pfeil, Director of Finance

MEMO

TO: PAM KIRKLAND – PURCHASING MANAGER

FROM: DAVID JOHNSON – SOLID WASTE MANAGER

DATE: MAY 13, 2011

SUBJECT: CAB/CHASSIS FOR REARLOAD REFUSE TRUCK
BUYBOARD CONTRACT 358-10

Solid Waste concurs with the recommendation of Fleet to purchase seven (7) Crane Carrier cab-over chassis (Model LET2) with accessories for rearload refuse trucks from Bond Equipment Company for an amount not to exceed $943,552. Funding is available from the Solid Waste Capital Fund for both FY09-10 and FY10-11. Following is the information.

FY2009-10	592-2040-581-7421	RS1001	$580,000
FY2010-11	593-2040-581-7421	RS1101	$480,000
	Total funding available		$1,060,000
	Chassis cost		$943,152
	Buyboard Contract Fee		400
	Total Cost		$943,552
	Balance of funding used for packer body		$116,448

Advise if you have any questions or need additional information.

XC: Jerry Ortega – Director of Public Services
Travis Switzer – Assistant Director of Public Services

The Refuse Vehicle Specialists

BOND EQUIPMENT COMPANY, INC

2946 IRVING BLVD. DALLAS, TEXAS 75247
214-637-0760 FAX 214-637-4731

APRIL 6,2011

TO: CITY OF RICHARDSON
1260 COLUMBIA DRIVE
RICHARDSON, TEXAS 75081-2933

BUY BOARD QUOTE #358-10

CRANECARRIER LET2-26,26,000 lb.REAR AXLE, 43,000GVW,ALLISON 3500RDS TRANS, ISC10-270HP CUMMINS ENGINE , 11R22.5 FRONT TIRES
STANDARD PAINT, WHITE CAB, BLACK FRAME, GREY BUMPER & WHEELS
BUYBOARD PRICE $126,740.00

CC-EG-C	10 ENGINE CREDIT	(-9,400.00)
14-E2-02	CRANKSHAFT ADAPTER 1350/1410	314.00
18-E2-04	BLOCK HEATER W/DOOR	243.00
20-C2-12	CUSTOM BATTERY BOX LOCATION	214.00
20-E2-02	FLAMING RIVER BATTERY DISCONNECT SWITCH	266.00
24-A6-14	CUSTOM FUEL TANK LOCATION	214.00
24-490-10	RACOR MODEL 490RP10 FUEL SEPARTOR HEATED	490.00
26-L2-02	AUTO NEUTRAL AG FUNCTION	642.00
52-A2-08	DV-2 HEATED AUTOMATIC DRAINS	513.00
52-C2-10	WABCO SYSTEM SAVER AIR DRYER	604.00
60-A2-WB	164" WHEEL BASE	855.00
70-A6-04	CREW CAB LH DRIVE 4 MAN SEATING	3,492.00
70-G2-22	INTERMITTENT WINDSHIELD WIPERS	86.00
74-LED	LED MARKER LIGHTS & FRONT TURN SIGNALS	205.00
76-P4-04	SEARS ALTAS AIR RIDE LH BLACK SEAT,	361.00
78-J2-06	DASH AIR CONDITIONING	1,900.00
78-J2-08	SINGLE CAB FAN	67.00
78-R2-06	REFLECTOR KIT	41.00
78-P2-02	AM/FM CD RADIO	409.00
BP-PAINT	BUMPER PAINTED BLACK	143.00
TOTAL PUBLISHED OPTIONS		1,659.00

UNPUBLISHED OPTIONS:

445-65-A	REAR TIRES 445/65R22.5 W/ALUMINUM WHEELS	2,907.00
70-RV-WD	3 REAR WINDOWS & ROOF VENTS	433.00

74-BD-10	TWO 10" SPOT MIRRORS	120.00
FREIGHT	TULSA TO Mc NEILUS	2,688.00
FUEL-SC	FREIGHT FUEL SURCHARGE	189.00
TOTAL UNPUBLISHED OPTIONS		$6,337.00

PRICE IS FOB TULSA OKLAHOMA

TOTAL DELIVERED PRICE $134,736.00 x 7

BUY BOARD FEE PER PO NUMBER + $400.00

FRIEGHT PRICE INCLUDES TRANSPORTATION FOR 2 RICHARDSON EMPLOYEES TO INSPECT CHASSIS AT CRANE CARRIER FACTORY.

$943,552

MEMO

DATE: June 6, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: **Award of Bid #48-11 for the co-op purchase of seven (7) McNeilus (17) cubic yard rearloader refuse bodies for the Solid Waste Department to McNeilus Truck & Manufacturing Company, Inc. in the amount of $385,071 through the Texas Local Government Statewide Purchasing Cooperative Buyboard Contract #357-10**

Proposed Date of Award: June 13, 2011

I concur with the recommendations of Ernest Ramos – Fleet & Materials Manager, and David Johnson – Solid Waste Manager, to issue a purchase order for the above referenced rearloader refuse bodies to McNeilus Truck & Manufacturing Company, Inc. in the amount of $385,071.

The above referenced refuse bodies have been bid through the Texas Local Government Statewide Purchasing Cooperative (Buyboard) Contract #357-10. The City of Richardson is a member of the Texas Local Government Statewide Purchasing Cooperative through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding for the refuse bodies is available in accounts 592-2090-581-7421, Project #RC1001 and 593-2090-581-7421, Project #RC1101, as outlined in Mr. Ramos attached memo.

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

DATE: May 6, 2011

TO: Pam Kirkland, Purchasing Manager

FROM: Ernie Ramos, Fleet & Materials Manager E.R.

RE: Capital Equipment Purchase, Rearloader Refuse Body for (Rearloader Configuration) via Buyboard Contract 357-10,

I have reviewed the existing contract referenced above and recommend purchasing seven (7) McNeilus 17-cubic yard Metropak Rearloader Refuse Bodies with accessories from McNeilus Truck & Manufacturing Company, Inc. for an amount not to exceed $358,071. I have reviewed and approved the quote with options listed from McNeilus Truck & Manufacturing Company, Inc. The funding for this purchase is funded from multiple accounts and Project #'s listed:

	Account #	Project #	Total	
FY 2009-2010	592-2090-581-7421	RC1001	$	145,000
FY 2010-2011	593-2090-581-7421	RC1101	$	160,000
		Total funding available	$	305,000
Balance from chassis purchase, accounts & Project # listed on Chassis Purchase Memo dated 5/6/2011.			$	116,448
		Total funding available	$	421,448
		Total cost of bodies (each)	$	54,953
		Number of chassis's	$	7
		Sub-total	$	384,671
		Buyboard Contract Fee	$	400
		Total cost of chassis's & fees	$	385,071
		Balance of funding will be used for outfitting units	$	36,377

The contact at McNeilus Truck & Manufacturing Company, Inc. is Mr. Jim Fahey, and he can be reached at (972) 225-2313, or E-mail: JFahey@mcneilusco.com, fax: (972) 225-7077. Please order the truck chassis as specified on the Buyboard Quote. The Buyboard fee of $400 should be split between these accounts. Purchase for items referenced above including fee totals $385,071.

Attachment/s: Buyboard Quote, (1-page)
Copy of Buyboard Contract, (3-pages)

CC: David Johnson, Solid Waste Manager
Travis Switzer, Assistant Director of Public Services
Jerry Ortega, Director of Public Services
Kent Pfeil, Director of Finance

MEMO

TO: PAM KIRKLAND – PURCHASING MANAGER

FROM: DAVID JOHNSON – SOLID WASTE MANAGER

DATE: MAY 13, 2011

SUBJECT: REARLOAD REFUSE BODY
BUYBOARD CONTRACT 357-10

Solid Waste concurs with the recommendation of Fleet to purchase seven (7) rearload packer bodies from McNeilus Truck & Manufacturing for an amount not to exceed $358,071. These are seventeen (17) cubic yard Metropak rearload refuse bodies. Funding is available from the Solid Waste Capital fund for both FY09-10 and FT10-11. Following is the information.

FY2009-10	592-2090-581-7421	RC1001	$145,000
FY2010-11	593-2090-581-7421	RC1101	$160,000
Balance from chassis purchase			$116,448
	Total funding available		$421,448
	Rearload packer body cost		$384,671
	Buyboard Contract Fee		400
	Total Cost		$385,071
Balance of funding for outfitting of truck			$36,377

Advise if you have any questions or need additional information.

XC: Jerry Ortega – Director of Public Services
Travis Switzer – Assistant Director of Public Services

BuyBoard **McNeilus Truck Manufacturing - Dallas**

The following detials shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

		Prepared By:	Jim Fahey
BuyBoard Vendor:	**McNeilus Truck & Manufacturing**	Vendor Phone:	214-906-8079
[Address P.O. to:]	**1101 I-45 South**	Vendor Fax:	(972)225-7077
	Hutchins TX 75141	Vendor Toll Free	
		Date Prepared	11/13/2010
Government Agency:	**City of Richardson**	**Gov. Agency**	Same
[Ship to:]	**1266 Columbia Dr.**	**[Bill to:]**	Same
	Richardson, TX 75083		
Contacts Name:	**Ernie Ramos**	Gov. Agn. Phone No: 972-744-4421	G. A. Fax No: 972-744-5812
Product Description:	**McNeilus 17yd rear loader**		

I: **BuyBoard Contrac** 357-10 Price List: 19 Base Price $ 47,925.00

II: Base Bid Options (Itemize Below)

*	Side door ladder	$ 913.00	* low Hyd. Light	$182	
*	Front & top Hyd. Line cover	$ 730.00	* 4" smart TG lights	$ 712.00	
*	Front & rear mud flaps	$ 156.00	* Hopper work lights	$ 364.00	
*	20lb. Fire ext.	$ 456.00	* Star TG strobe & cover	$ 487.00	
*	5lb Fire ext.	$ 92.00	*	$ -	
*	Safety triangles	$ 61.00	*	$ -	
*	Sump drain 4" curbside	$ 364.00	*		
*	Rear to cab buzzer	$ 274.00	*		
	Subtotal	**$ 3,046.00**	**Subtotal**	**$ 1,745.00**	
		Contract List Price Total			$ 4,791.00

III: Subtotal of I + II => **BuyBoard Contract Price:** $ 52,716.00

IV: Non-Base Options (Itemize below) NON-BASE = #DIV/0! %

*	Buy board fee	$ -		$ -	
*	Freight	$ 2,237.00		$ -	
*		$ -		$ -	
*		$ -	Admin		
	Subtotal	**$ 2,237.00**	**Subtotal**	**$ -**	

V	Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2)	$ 2,237.00
VI	Total **IV + VI**	$ 54,953.00
VII	**Quantity Ordered** Units: 7 x "E"	$ 384,671.00
VIII	Trade-in or other Credit(s)	
	Buyboard fee	$ 400.00
IX	**TOTAL PURCHASE PRICE INCLUDING VII + VIII**	$ 385,071.00

Contract effective dates: 10/1/10 to 9/30/2013

Fax all Purchase Orders to BuyBoard at (800) 211-5454

MEMO

DATE: May 27, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager

SUBJECT: **Award of Bid #49-11 for the co-op purchase of portable and mobile radios for the Cassidian (EADS) P25 Radio System to Motorola Solutions, Inc. in the amount of $4,673,395.30 through the Houston-Galveston Area Council of Governments Contract #RA01-08**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Steve Graves – Chief Information Officer, and request permission to issue a purchase order for various types of portable and mobile radios and accessories for the Cassidian (EADS) radio system, as specified in the attached quotation, to Motorola Solutions, Inc., in the amount of $4,673,395.30.

As outlined in Mr. Graves attached memo, city staff conducted an in-depth testing and selection process to determine what type of radio would best meet the needs of the police and fire departments, as well as, general government employees, and work within the parameters of the new P25 radio system format. Once the brand and type of radios were selected, pricing was negotiated with Motorola Solutions, Inc. using the Houston-Galveston Area Council of Governments contract. Consequently, prices were negotiated to realize an average 40% discount over the initial contract pricing, which is allowable within the terms of the HGAC contract.

The above referenced equipment has been bid through the Houston-Galveston Area Council of Governments (HGAC) Contract #RA01-08. The City of Richardson participates in the HGAC program through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is available in the following accounts as follows:

230-0540-581-7401, Project IS1002	$2,199,299.82
546-5710-583-7401, Project IS1002	1,237,047.74
592-0000-581-7401, Project IS1002	1,237,047.74
	$4,673,395.30

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

DATE: June 13, 2011
TO: Pam Kirkland, Purchasing Manager
FROM: Steve Graves, Chief Information Officer SGraves
SUBJECT: 2010-11 Portable and Mobile Radio Purchase

In 2010, Council funded the replacement of the City's aging public safety and general government trunked radio system. This replacement will convert the City's system to a modern P25 digital radio format, allowing emergency personnel to interoperate with a wide variety of agencies, improve the systems coverage, and provide updated equipment to all radio users within the city operation.

As part of the replacement process, the City has entered into an agreement with Cassidian Communications (a subsidiary of the EADS Co.) to provide a state of the art open standards P25 system. Using 4 sites, and providing the latest in radio technology, the Cassidian system permits the use of a wide variety of subscriber equipment (radios) on the system. In order to leverage this capability, the Information Technology Staff conducted an exhaustive testing and selection process using more than 30 radios from 5 manufacturers. Groups from the City's Police and Fire Departments reviewed and tested these radios, gauging the ergonomics, suitability, P25 compliance, cost, and functionality of each radio. Each public safety department selected a radio which it deemed as most appropriate to the specific needs and purposes of their department.

Motorola was selected by all groups, though each selected a different model. The needs of Police Officers are not the same as those of Firemen, and both were encouraged to select the radio that best suited their needs.

This purchase equips 237 Police Personnel, 112 Fire staff, and 251 general government employees with radios, as well as 251 vehicles and apparatus, and includes the necessary equipment and accessories to replace the entirety of the old system. It includes radios, batteries, microphones, holsters, various cables, software, and assorted other equipment. Radios and accessories are also included to refit the City's 911 radio dispatch operations with backup radio equipment, as well as equipping the planned Backup Dispatch Center and Emergency Operations Center.

I recommend using Motorola Solutions, Inc. to purchase all portable and mobile radios, including accessories, for Public Safety and all General Government Departments. Total cost for the equipment and installation services is $4,673,395.30. Funding is provided using account numbers 230-0540-581-74.01, 546-5710-583-74.01 and 592-0000-581-74.01 project number IS1002. This purchase is being made using the H-GAC cooperative purchasing agreement RA01-08.

Proposal for
City of Richardson, Texas

Subscriber Project
May 25, 2011

Data Restrictions

This proposal is considered Motorola confidential and restricted. The proposal is submitted with the restriction that it is to be used for evaluation purposes only, and is not to be disclosed publicly or in any manner to anyone other than those employed by the City of Richardson, Texas required to evaluate this proposal without the express permission of Motorola Solutions, Inc.

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1507 LBJ Freeway, Ste 700, Farmers Branch, TX 75234

Section 3. Equipment List/Pricing Summary

The Equipment List and Pricing Summary are included on the following pages.

3.1 Radio Equipment List

QTY	NOMENCLATURE	DESCRIPTION
		PUBLIC SAFETY EQUIPMENT
200	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
200	QA00569	ADD: 7/800MHZ PRIMARY BAND
200	QA00574	ADD: VHF SECONDARY BAND
200	QA00579	ADD: ENABLE DUAL BAND OPERATION
200	QA00577	ADD: LARGE COLOR DISPLAY AND FULL KEYPAD
200	Q806	ADD: ASTRO DIGITAL CAI OPERATION
200	H38	ADD: SMARTZONE OPERATION
200	Q361	ADD: P25 9600 BAUD TRUNKING
200	G996	ADD: PROGRAMMING OVER P25 (OTAP)
200	Q947	ADD: RADIO PACKET DATA
200	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
200	Q498	ENH: ASTRO P25 OTAR W/ MULTIKEY
200	Q629	ENH: AES ENCRYPTION
200	QA00583	ADD: BLUETOOTH SOFTWARE
200	QA01729	ADD: OPTION BOARD MODULE
200	Q887	ENH:4 YR REPAIR SERVICE ADVANTAGE
200	NNTN7038	APX 7000 IMPRES LIION 2900MAH SUBMERSIBLE (IP67) BATTERY
200	NNTN7080A	APX 7000 IMPRES SINGLE UNIT CHARGER US/NA/CA/LA
200	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK
112	H49TGD9PW1 N	APX7000XE DIGITAL PORTABLE RADIO

QTY	NOMENCLATURE	DESCRIPTION
112	QA00569	ADD: 7/800MHZ PRIMARY BAND
112	QA00574	ADD: VHF SECONDARY BAND
112	QA00579	ADD: ENABLE DUAL BAND OPERATION
112	Q806	ADD: ASTRO DIGITAL CAI OPERATION
112	H38	ADD: SMARTZONE OPERATION
112	Q361	ADD: P25 9600 BAUD TRUNKING
112	G996	ADD: PROGRAMMING OVER P25 (OTAP)
112	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
112	Q947	ADD: RADIO PACKET DATA
112	Q498	ENH: MDC & ASTRO P25 OTAR W/ MULTIKEY
112	Q629	ENH: AES ENCRYPTION
112	QA00583	ADD: BLUETOOTH SOFTWARE
112	QA01729	ADD: OPTION BOARD
112	H64	ALT:APX 7000XE HOUSING YELLOW
112	Q887	ENH:4 YR REPAIR SERVICE ADVANTAGE
112	NNTN8092	BATT IMP FM R LI ION 2300M 2350T
112	PMMN4069A	IMPRES RSM, 3.5MM AUDIO JACK
112	NNTN7079A	IMPRES CG SU MACKINAW BASE UNIT
6	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
6	GA00244	ADD: 7/800MHZ PRIMARY BAND
6	GA00308	ADD: VHF MP SECONDARY BAND
6	GA00579	ADD: ENABLE DUAL BAND OPERATION
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	G51	ENH: SMARTZONE OPERATION APX

QTY	NOMENCLATURE	DESCRIPTION
6	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
6	G361	ADD: P25 TRUNKING SOFTWARE
6	G442	ADD: APX O5 CONTROL HEAD
6	G444	ADD: CONTROL HEAD SOFTWARE
6	G66	ADD: DASH MOUNT 05
6	G174	ADD: ANT 3DB LOW-PROFILE 762-870
6	G792	ADD:VHF ANT WIDEBAND 136-174 MHZ
6	W22	ADD: PALM MIC
6	G831	ADD: SPKR 13W WATER RESISTANT
6	G996	ENH: OVER THE AIR PROVISIONING
6	W947	ADD: RS232 PACKET DATA INTERFACE
6	G298	ADD: ENCRYPTION P25 & MDC OTAR
6	G843	ADD: AES ENCRYPTION APX
6	GA00318	ENH: 4 YR REPAIR SERVICE ADVANTAGE
138	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
138	GA00244	ADD: 7/800MHZ PRIMARY BAND
138	GA00308	ADD: VHF MP SECONDARY BAND
138	GA00579	ADD: ENABLE DUAL BAND OPERATION
138	G806	ENH: ASTRO DIGITAL CAI OP APX
138	G51	ENH: SMARTZONE OPERATION APX
138	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
138	G361	ADD: P25 TRUNKING SOFTWARE
138	G442	ADD: APX O5 CONTROL HEAD
138	G444	ADD: CONTROL HEAD SOFTWARE

QTY	NOMENCLATURE	DESCRIPTION
138	G67	ADD: REMOTE MOUNT MID POWER
138	G174	ADD: ANT 3DB LOW-PROFILE 762-870
138	G792	ADD:VHF ANT WIDEBAND 136-174 MHZ
138	W22	ADD: PALM MIC
138	GA00318	ENH: 4 YR REPAIR SERVICE ADVANTAGE
138	G831	ADD: SPKR 13W WATER RESISTANT
138	G996	ENH: OVER THE AIR PROVISIONING
138	W947	ADD: RS232 PACKET DATA INTERFACE
138	G298	ADD: ENCRYPTION P25 & MDC OTAR
138	G843	ADD: AES ENCRYPTION APX
138	W81	ADD: KEY LOCK MOUNT APX
10	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
10	GA00244	ADD: 7/800MHZ PRIMARY BAND
10	GA00308	ADD: VHF MP SECONDARY BAND
10	GA00579	ADD: ENABLE DUAL BAND OPERATION
10	G806	ENH: ASTRO DIGITAL CAI OP APX
10	G51	ENH: SMARTZONE OPERATION APX
10	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
10	G361	ADD: P25 TRUNKING SOFTWARE
10	G442	ADD: APX O5 CONTROL HEAD
10	G444	ADD: CONTROL HEAD SOFTWARE
10	G67	ADD: REMOTE MOUNT MID POWER
10	G174	ADD: ANT 3DB LOW-PROFILE 762-870
10	G792	ADD:VHF ANT WIDEBAND 136-174 MHZ

QTY	NOMENCLATURE	DESCRIPTION
20	W22	ADD: PALM MIC
10	GA00318	ENH: 4 YR REPAIR SERVICE ADVANTAGE
20	G831	ADD: SPKR 13W WATER RESISTANT
10	G996	ENH: OVER THE AIR PROVISIONING
10	W947	ADD: RS232 PACKET DATA INTERFACE
10	G298	ADD: ENCRYPTION P25 & MDC OTAR
10	G843	ADD: AES ENCRYPTION APX
10	W81	ADD: KEY LOCK MOUNT APX
10	GA00092	ADD: DUAL-CONTROL HARDWARE
20	G628	ADD: REMOTE MOUNT CBL 17 FEET
6	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
6	GA00244	ADD: 7/800MHZ PRIMARY BAND
6	GA00308	ADD: VHF MP SECONDARY BAND
6	GA00579	ADD: ENABLE DUAL BAND OPERATION
6	G806	ENH: ASTRO DIGITAL CAI OP APX
6	G51	ENH: SMARTZONE OPERATION APX
6	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
6	G361	ADD: P25 TRUNKING SOFTWARE
6	G442	ADD: APX O5 CONTROL HEAD
6	G444	ADD: CONTROL HEAD SOFTWARE
6	G67	ADD: REMOTE MOUNT MID POWER
6	G174	ADD: ANT 3DB LOW-PROFILE 762-870
6	G792	ADD:VHF ANT WIDEBAND 136-174 MHZ
18	W22	ADD:PALM MIC

QTY	NOMENCLATURE	DESCRIPTION
6	GA00318	ENH: 4 YR REPAIR SERVICE ADVANTAGE
18	G831	ADD: SPKR 13W WATER RESISTANT
6	G996	ENH: OVER THE AIR PROVISIONING
6	W947	ADD: RS232 PACKET DATA INTERFACE
6	G298	ADD: ENCRYPTION P25 & MDC OTAR
6	G843	ADD: AES ENCRYPTION APX
6	W81	ADD: KEY LOCK MOUNT APX
6	GA00093	ADD: APX7500 TRI-CONTROL HARDW
18	G879	ADD:REMOTE MOUNT CBL 115 FEET
		NON PUBLIC SAFETY RADIO EQUIPMENT
216	H98UCD9PW5 N	APX6000 7/800 MHZ MODEL 1 PORTABLE
216	Q806	ADD: ASTRO DIGITAL CAI OPERATION
216	H38	ADD: SMARTZONE OPERATION
216	Q361	ADD: P25 9600 BAUD TRUNKING
216	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
216	Q887	ENH:4 YEAR REPAIR SERVICE ADVANTAGE
216	H122	1/4 7/800 GPS STUBBY
216	NNTN7079A	IMPRES CG SU MACKINAW BASE UNIT
216	PMLN5709A	APX6000 UNIVERSAL CARRY HOLDER
87	H98UCD9PW5 N	APX6000 7/800 MHZ MODEL 1 PORTABLE
87	Q806	ADD: ASTRO DIGITAL CAI OPERATION
87	H38	ADD: SMARTZONE OPERATION
87	Q361	ADD: P25 9600 BAUD TRUNKING

QTY	NOMENCLATURE	DESCRIPTION
87	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
87	Q887	ENH:4 YEAR REPAIR SERVICE ADVANTAGE
87	Q629	ENH: AES ENCRYPTION
87	H122	1/4 7/800 GPS STUBBY
87	NNTN7079A	IMPRES CG SU MACKINAW BASE UNIT
87	PMLN5709A	APX6000 UNIVERSAL CARRY HOLDER
110	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
110	G806	ENH: ASTRO DIGITAL CAI OP APX
110	G51	ENH: SMARTZONE OPERATION APX6500
110	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY
110	G361	ADD: P25 TRUNKING SOFTWARE
110	G442	ADD: APX O5 CONTROL HEAD
110	G67	ADD: REMOTE MOUNT MID POWER
110	G444	ADD: CONTROL HEAD SOFTWARE
110	G174	ADD: ANT 3DB LOW-PROFILE 762-870
110	W22	ADD: PALM MICROPHONE
110	B18	ADD: AUXILARY SPKR 7.5 WATT
110	GA00318	ENH: 4 YR REPAIR SERVICE ADVANTAGE
		PARTS - ACCESSORIES
100	NNTN7038	APX 7000 IMPRES LIION 2900MAH SUBMERSIBLE (IP67) BATTERY
100	PMNN4403	BATTERY,FINISHED GOOD,BATT IMP STD IP67 LIION2150M2200T
100	PMLN5324	APX 7000 LEATHER CARRY CASE W/ 2.75" SWIVEL BELT LOOP FOR NNTN7038 BAT
50	NTN2570	WIRELESS ACCY KIT, NFP, 12" CABLE

QTY	NOMENCLATURE	DESCRIPTION
50	PMMN4065A	APX IMPRES RSM W/VOL, IP57
100	AARLN4885	RECEIVE-ONLY FOAM EARBUD WITH 3.5MM PLUG - INTRINSICALLY SAFE (FM)
150	NTN9179	HI ACTIVITY D CLIP AND BELT LOOP COMBO
100	PMLN5331	APX 7000 CARRY HOLDER
5	NTN5243A	CARRY CASE SHOULDER STRAP
40	PMLN5275B	HEAVY DUTY HEADSET PMLN5275B
50	NAR6595	ANT 1/4 WAVE 7/800 STUBBY
53	NNTN7065B	IMPRES CHG MU MACKINAW US/NA/CA/LA
16	HKN6164	131 FOOT CABLE
43	HLN6042	MOBILE DESK TRAY
43	HPN4007C	POWER SUPPLY
		PROGRAMMING, TEST & ALIGNMENT CABLE EQUIPMENT
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
1	DVN4181	USB ADAPTER FOR ADVANCE SYSTEM KEY
2	WPLN6904A	KEYLOAD CABLE FOR APX7000
2	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
2	RKN4105	CABLE- PROGRAMMING USB
2	HKN6163	CABLE ACCESS DATA USB XTL5000
4	RVN5224J	CPS R05.01.00 ASTRO DIG APX POR MOB
2	T7537	KVL 4000 KEYLOADER
2	U239AD	ADD: ASTRO 25 MODE
2	CA01598AA	ADD: AC LINE CORD US

QTY	NOMENCLATURE	DESCRIPTION
2	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
2	C724	CABLE, KEYLOAD
2	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
2	C954	ADD: CABLE FOR SPECTRA/SPECTRO
2	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP
2	TKN8531C	MOBILE KEYLOAD CABLE (RNC DUI MGEG)
1	TKN8209	CABLE KEYLOAD MX
1	WPLN6905A	APX7000 KEYLOAD RS-232 CABLE
EQUIPMENT TOTAL		**$4,092,250.30**

3.2 Pricing Summary

Description	Total
Total Radio Equipment *As defined in attached equipment list	$4,092,250.30
Services *As defined in Statement of Work	$581,145.00
Project Total	**$4,673,395.30**
Pricing incentives have been given for: - Quantity Purchase - Order and shipments in June, 2011 - Combined Public Safety and Non-Public Safety radio procurement	

MEMO

DATE: **May 27, 2011**

TO: **Kent Pfeil – Director of Finance**

FROM: **Pam Kirkland – Purchasing Manager**

SUBJECT: **Award of Bid #50-11 for the co-op purchase of the radio console for the Cassidian (EADS) P25 Radio System to AvTec, Inc. in the amount of $566,869.57 through the General Services Administration, Schedule 70, Contract #GS-35F-0183U**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Steve Graves – Chief Information Officer, and request permission to issue a purchase order for the radio console for the Cassidian (EADS) P25 radio system, as specified in the attached quotation, to AvTec, Inc., in the amount of $566,869.57.

The Information Technology Staff evaluated several console systems to determine that the AvTec, Inc. Scout system was the most effective unit which met the needs of the emergency 911 system.

The above referenced radio console is available through Contract #GS-35F-0183U of the General Services Commission, Schedule 70. State and local governments may purchase information technology systems of this nature from contracts awarded under GSA Federal Supply Schedule 70.

Funding is available in the following accounts as follows:

230-0540-581-7401, Project IS1002	$266,768.83
546-5710-583-7401, Project IS1002	150,050.37
592-0000-581-7401, Project IS1002	150,050.37
	$566,869.57

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

DATE: June 13, 2011
TO: Pam Kirkland, Purchasing Manager
FROM: Steve Graves, Chief Information Officer SGraves
SUBJECT: 2010-11 P25 Radio Console Purchase

As a part of our Radio System replacement project, we are required to replace the 911 system operators control system, usually called "dispatcher consoles". These consoles are used by our 911 Center dispatchers to provide control and access to our new Cassidian (EADS) P25 radio system, which is currently under construction.

The selection process consisted of our Information Technology Staff conducting a thorough evaluation of the technical aspects of current P25 console systems and our 911 Staff carefully evaluating each system to ensure it met the needs of our emergency 911 system. Ergonomics, technical capabilities, and price were all considered. In the end, Avtech's "Scout" system was selected as the best fit for our operation. It was also the most competitively priced.

I recommend using AvTec to purchase our new P25 Radio Console System. Total cost for the equipment and installation services is $566,869.57. Funding is provided using account numbers 230-0540-581-74.01, 546-5710-583-74.01 and 592-0000-581-74.01 project number IS1002. This purchase is being made using GSA contract number GS-35F-0183U.

AVTeC
consoles you can count on

GSA Quotation
Contract Number GS-35F-0183U

Avtec, Inc.
4335 Augusta Hwy
Gilbert, SC 29054
(800) 545-3034 V
(803) 892-3715 F
www.avtecinc.com

Name: Brian Davis
Company: City of Richardson, TX
Address: 411 W. Arapaho Rd.
City, State, Zip: Richardson, TX 75080
Phone: (972) 243-7409
Email: brian.davis@cor.gov
Project Name: 2010-1007C, City of Richardson, TX 911 - P25 Scout

Quote Number: 2010-1007C
Quote Date 5/23/2011
Quote Expiration: 8/21/2011
Prepared by: Sumrell
Approval Code:

Note: Some GSA Pricing pending approval

GSA Avtec Equipment and Spare parts

SIN	Item	Qty	Model Number	Description	GSA Price Each	GSA Extended Price
				System, Consoles, and Interfaces		
132-8	1	12	CON-SCOUT-NENA	Scout Console package w/NENA deskset interface. Includes Media Workstation, single jack box, dual speakers, console and PM software, and serial cable. PC, Monitor, and other accessories not included.	$ 10,227.97	$ 122,735.64
132-8	2	12	ACCNET-SPK-DUAL	Dual Speakers, DSPatchNET/Scout Console	$ 548.93	$ 6,587.16
132-8	3	12	ACCNET-FSW-SING	Single Footswitch, DSPatchNET/Scout Console	$ 105.01	$ 1,260.12
132-8	4	12	ACCNET-JKB-SING	Headset/Handset Jackbox (single jack), DSPatchNET/Scout Console	$ 367.54	$ 4,410.48
132-8	5	12	ACCNET-MIC-DESK	Desk microphone for DSPatchNET/Scout consoles	$ 472.56	$ 5,670.72
132-33	6	12	SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per console.	$ 2,859.21	$ 34,310.52
132-33	7	12	SFW-SCOUT-P25	P25 Scout console seat license to control P25 DFSI or CSSI endpoints on VPGate (Requires SFW-VPG-P25-XX). One license per console position.	$ 4,768.53	$ 57,222.36
				Console Equipment Subtotal	$	232,197.00
				Gateways and Endpoint Hardware/Software		
132-33	8	2	SFW-VPG-L2V1	Redundant VPGate Software License for a maximum of 80 endpoints; up to 40 may be "B" Licenses, Version 1.x	$ 30,548.16	$ 61,096.32
132-33	9	2	SFW-VPG-P25-60	Supplementary VPGate P25 endpoint license, requires SFW-VPG-XXXX. Supports up to 60 each redundant conventional P25 endpoints.	$ 71,594.72	$ 143,189.44
132-8	10	2	ACC-MTG-2U-RR	Kit to mount two (2) each ACC-CPU-VPG-WIN7 or -XP in 19" Relay Rack. 2U high.	$ 358.00	$ 716.00
132-8	11	16	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	$ 2,095.48	$ 33,527.68
132-8	12	6	OUTPOST-EDACS	Kit to add support 1 EDACS Radio. Includes hardware adapter, cabling, driver, and software license. Does not include Outpost	$ 949.89	$ 5,699.34
132-8	13	26	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	$ 47.73	$ 1,240.98
132-8	14	4	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	$ 572.80	$ 2,291.20
132-8	15	1	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one 24-input and one 24-output rack mount panel, power supply, and cabling.	$ 3,817.69	$ 3,817.69
				Gateway and Endpoint Equipment Subtotal	$	251,578.65
				Optional Equipment		
123-33	16	0	SFW-SCOUT-API	Software license for CAD API interface for Scout Console Positions. One required per console.	$ 472.56	$ -
132-8	17	6	OUTPOST-AC-ADAPT	120 VAC to 12 VDC Power Supply, 1 per Outpost	$ 85.92	$ 515.52
132-8	18	0	ACC-UPS-30	Uninterruptable power supply for EMB or PC console. Rated for 30 minute holdup time.	$ 663.49	$ -
132-8	19	0	GW-8FXO-SIP	Session Initiation Protocol (SIP) Telephony Gateway, supports 8 FXO circuits	$ 3,813.87	$ -
				Optional Equipment Subtotal	$	515.52

GSA Quotation
Contract Number GS-35F-0183U

Avtec, Inc.
4335 Augusta Hwy
Gilbert, SC 29054
(800) 545-3034 V
(803) 892-3715 F
www.avtecinc.com

Customer Supplied Material

132-8	20	12	ACC-CPU-WIN7	PC mini tower for PC Console Position, MS Windows 7 OS	$	-	$	-
132-8	21	12	ACC-TSC-22WS-PC	22" LCD touch screen for PC console - 16x9 format	$	-	$	-
132-8	22	4	ACC-CPU-VPG-WIN7	Industrial 19" Rack mount computer with Windows XP Professional. Dual HDD with RAID 1. No keyboard, mouse or monitor included.	$	-	$	-
132-8	23	2	DISP-KVM-F-RR	1U LCD Folding Display, for Relay Rack. Includes Keyboard with trackpad and 8-port KVM	$	-	$	-
132-8	24	2	RR-72-38U	Two-post Relay Rack in clear aluminum finish, 72 inches in Height, 38U mounting space	$	-	$	-
132-8	25	TBD	ACC-NETWK-24P	24-Port Managed Ethernet Switch	$	-	$	-
				Customer Supplied Equipment Subtotal			$	-

Recommended Spare Equipment

132-8	26	2	ACCNET-FSW-SING	Single Footswitch, DSPatchNET/Scout Console	$	105.01	$	210.02
132-8	27	2	ACCNET-MIC-DESK	Desk microphone for DSPatchNET/Scout consoles	$	472.56	$	945.12
132-8	28	0	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	$	2,095.48	$	-
132-8	29	0	ACCNET-DWS	DSPatchNET Workstation/Scout Console Media Workstation	$	5,245.38	$	-
				Recommended Spare Equipment Subtotal			$	1,155.14

Open Market Equipment

SIN	Item	Qty	Model Number	Description		Price Each		Extended Price
OM	30	12	ACC-HED-TOP-SING-NC	Headset top, Plantronics Supra H51 monoaural with noise canceling microphone. Requires base.	$	85.28	$	1,023.36
OM	31	12	ACC-HED-BASE-WLS-6W	Plantronics CA12CD Wireless PTT Headset Base. Headset top is sold separately.	$	658.51	$	7,902.12
				Open Market Equipment Subtotal			$	8,925.48
				Equipment Subtotal			$	494,371.79
				D/R Site P25 Seat License and System Trade-In Credit			$	(59,970.00)
				Total System Price, without Services/Extended Warranty			**$**	***434,401.79***

Shipping, Handling and Professional Services

Shipping, Handling, and Insurance

32	Shipping, Handling, Insurance - FOB Destination	No Charge

Professional Services and Expenses

	Item	Qty	Model Number	Description		GSA Price Each		GSA Extended Price
132-12	33	12	SVC-CSLT-PE	Professional consultative services, Project Engineer, one day (Project Management, Site Meetings, Design Documentation)	$	916.47	$	10,997.68
132-12	34	12	SVC-CSLT-PE	Professional consultative services, Project Engineer, one day (Test Plan Creation, Review and On-Site Execution)	$	916.47	$	10,997.68
132-12	35	14	SVC-CSLT-PE	Professional consultative services, Project Engineer, one day (Factory Staging, System Configuration, Screen Development)	$	916.47	$	12,830.63
132-12	36	15	SVC-CSLT-PE	Professional consultative services, Project Engineer, one day (System Installation, Cutover Support, Dispatcher Training)	$	916.47	$	13,747.10
	37	20		ESTIMATE - Rental Car*	$	100.00	$	2,000.00
	38	20		ESTIMATE - Per diem*	$	85.00	$	1,700.00
	39	6		ESTIMATE - Airfare*	$	779.00	$	4,674.00
				Services Subtotal			$	56,947.10
				Total GSA System and Services Pricing			**$**	***491,348.89***

Avtec, Inc.
4335 Augusta Hwy
Gilbert, SC 29054
(800) 545-3034 V
(803) 892-3715 F
www.avtecinc.com

		Warranties and Support			
40	First year warranty	Hardware/Software Warranty and Technical support.	Included		Included
41	TSP-SCOUT (Years 2-5)	Annual Software maintenance, upgrades, technical support and recurrency training.		$	37,760.34
		Optional extended hardware warranty			
42	EXP-SCOUT (Years 2-5)	Extended hardware warranty for all equipment sold		$	37,760.34
			Optional Extended Warranty and Support Subtotal	$	75,520.68
			Grand Total	$	***566,869.57***

All items without SIN number are considered Open Market items.

Important! See Next Page for Notes, Assumptions, Terms and Conditions.

Notes and Assumptions

1. Payment terms: All payments are Net-30 from invoice date. 50% due upon system order, 30% due with system shipment from Avtec factory, 10% due upon system installation completion, 10% due upon system acceptance (not to exceed 30 days from installation completion)

2. The proposed configuration basis is on Avtec's interpretation of the requirements provided. Change orders will be processed for additional material and labor, or other deviations from quotation.

3. All quotations are subject to attached terms and conditions. Important note: Prices are exclusive of sales/use taxes.

4. Avtec reserves the right to correct mathematical or other errors in the quotation.

5. The proposed solution is configured for IP Recording. If analog recording is required additional Outposts will be necessary to provide for Recorder integration. Note: P25 CSSI talkpaths can not be recorded with an analog recorder.

6. This Scout system proposal has been submitted as an Enterprise IP configuration to utilize the customer network for transport while leveraging the existing customer IP addressing scheme. Private IP Network infrastructure has not been provided as part of this quote.

7. Customer supplied parts have been noted solely as a reminder of those parts to be supplied by the customer.

MEMO

DATE: **May 31, 2011**

TO: **Kent Pfeil – Director of Finance**

FROM: **Pam Kirkland – Purchasing Manager**

SUBJECT: **Award of Bid #51-11 for the sole source procurement of the radio encryption server for the Cassidian (EADS) P25 Radio System to Cassidian Communications, Inc. in the amount of $340,000**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Steve Graves – Chief Information Officer, and request permission to issue a purchase order to Cassidian Communications, Inc. for TAIT KMF server, as per the attached quotation. The TAIT KMF server is currently the only tested and approved KMF platform that is interoperable with the Cassidian COR-P25 system; therefore, making this a sole source procurement. The purchase price of $340,000 includes installation, configuration, testing, end user training, software and hardware maintenance, on-site maintenance and managed services for six years after system acceptance.

Funding is available in the following accounts as follows:

230-0540-581-7401, Project IS1002	$160,004
546-5710-583-7401, Project IS1002	89,998
592-0000-581-7401, Project IS1002	89,998
	$340,000

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

DATE: June 13, 2011
TO: Pam Kirkland, Purchasing Manager
FROM: Steve Graves, Chief Information Officer SGraves
SUBJECT: 2010-11 P25 Radio Encryption Server Purchase

As a part of our Radio System replacement project, the new digital format systems permit the ubiquitous use of encryption of radio channels, in order to protect tactical and sensitive information being transmitted over public safety channels. Our Police and Fire department need the ability to protect certain channels, and the new system provides us the opportunity to do this, while also enhancing the ability to interoperate with encrypted systems used by other agencies.

This purchase will provide the distribution system for the keys necessary to implement the AES-256 encryption standard on our new system, and will work in concert with the system and the user radios to ensure a simple and seamlessly invisible encryption process using P25 "Over The Air Rekeying" (OTAR). The proposed system is also highly redundant – if any one part fails, it is automatically replaced in operation by a different part, thus meeting the mission critical needs of the system.

Currently, this is the only encryption server that has beed tested and certified to work on the Cassidian P25 System. Therefore, this purchase is considered sole source, until such time as other alternatives are available which are tested and certified to operate on our system.

I recommend purchasing our new P25 Encryption Server from Cassidian Communications. Total cost for the equipment and installation services is $340,000.00. Funding is provided using account numbers 230-0540-581-74.01, 546-5710-583-74.01 and 592-0000-581-74.01 project number IS1002. This purchase is being made as a sole source purchase.

Proposal to the City of Richardson, Texas

Key Management Facility Extension

Contact:
Chuck Sackley, VP General Manager
Cassidian Communications, Inc
6801 Gaylord Parkway, Suite 305
Frisco, TX 75034
(469)365-4980 Office
469-365-4991 Fax

May 6th 2011

1 KMF offer

Cassidian Communications (formerly PlantCML) is pleased to deliver an extension to the P25 System and Services Agreement dated October 25, 2010 ("baseline contract") signed between PlantCML and the City Of Richardson. In the event the City accepts the proposal described herein, an appropriate amendment to the baseline contract will be signed by the parties.

The present offer includes the delivery of a redundant TAIT KMF server which is currently the only tested and approved KMF platform that is interoperable with the Cassidian COR-P25 system. This offer includes interoperability of TAIT KMF extended to the list of encrypted terminals envisioned by the City Of Richardson as well as the full set of professional services for the installation, configuration, testing, end user training, SW and H/W maintenance, on-site maintenance and managed services for 6 years after system acceptance per the terms of the baseline contract.

The present offer is valid for a period of 45 days.

Scope of supply:

KMF	Software Included	Qty
TN9121-0000-10	KMF Server Package	1
TN9122-0000-10	KMF Standby Server Package	1
TKAS101	KMF SFE Key - 1-150 Devices	1
TKAS102	KMF SFE Key - 151-1000 Devices	1

The scope of supply includes the delivery of a redundant configuration and software keys to manage up to 1000 subscriber radios.

Cost proposal:

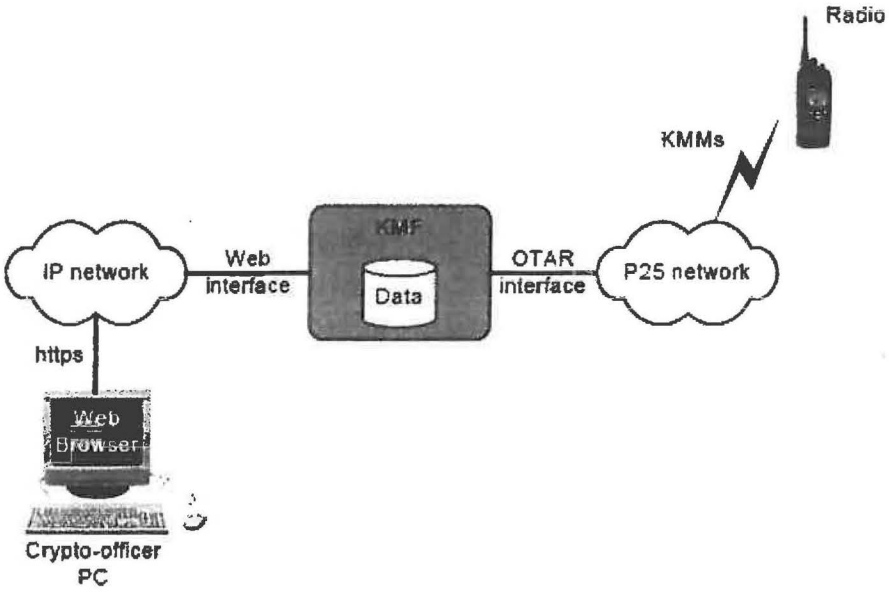
The proposed cost of this extension is for the services as proposed in the baseline contract for a turnkey KMF redundant solution at a proposed price of $ 340,000.

Payment terms:

Fees for the proposed extension shall be paid as follows: $ 140,000 upon KMF delivery within 30 days; $ 100,000 upon system acceptance including KMF extension within 30 days; $ 100,000 upon October 1st , 2011.

2 KMF feature description

The TAIT KMF server is based on a PC COTS, IP connected. A ciphering component which is FIPS 140-2 certified allows to store master keys, algorithm and to perform encryption/decryption. The EADS KMF server offers a secured web interface (HTTPS) what allows the crypto officer(s) to use a standard web browser to manage the keys.



The TAIT KMF supports the following functions:

- Creating Common Key References (CKRs). To each CKR is assotiated a cryptoperiod.
- Generating keys into a CKR
- Assigning a key management group to each radio terminal (A user may belong to one key management group at a time). This key management group will allow each user to receive the appropriate CKRs according to its operational needs.
- Assigning a set of CKRs to each key management group
- Implementing changeover tasks which automate the activation of keys for each CKR.
- Monitoring the key delivery progress and the key activation progress
- Retry mechanism for radio that are not up to date
- Logging all transaction
- Providing diagnostic tools to help crypto-officer troubleshoots problem
- Export/Imports keys for interoperability with other EADS KMF

The radio terminal is always in charge of notifying his presence to the KMF server by performing an OTAR registration procedure. Upon receipt of the OTAR registration request, the EADS KMF acknowledges the request and checks whether the radio terminal is up to date in order to perform appropriate update if needed.

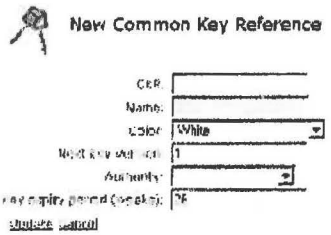
OTAR Traffic:

Key Management plan needs to be carefully defined according to the needs of the different agencies in order to have a good compromise between the security level of the operations and the amount of OTAR traffic that may significantly increase the cost of the network due to the number of packet data channels it will require.

Here are the key questions that need to be addressed for a trunked system in order to build a key management plan:

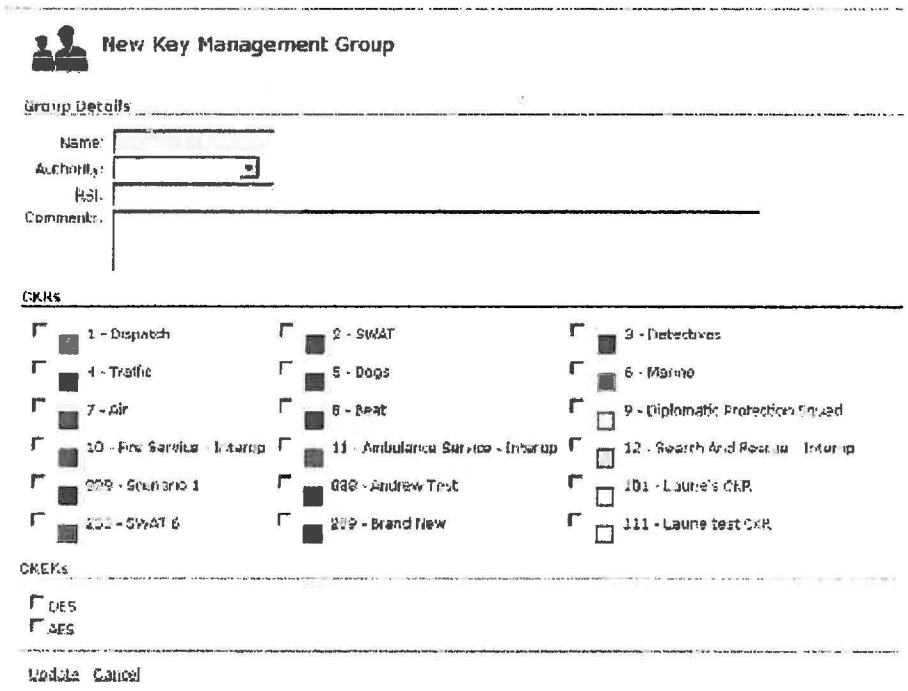
- Which agencies will own his traffic encryption keys ?
- Which agencies will provide interoperability traffic encryption keys to other agencies ?
- Which communications (groups) need encrypted mode operation ?
- How many users will have encryption capabilities ?
- What is the cryptoperiod (renewal period) of each group ?

Screen shot of the product:



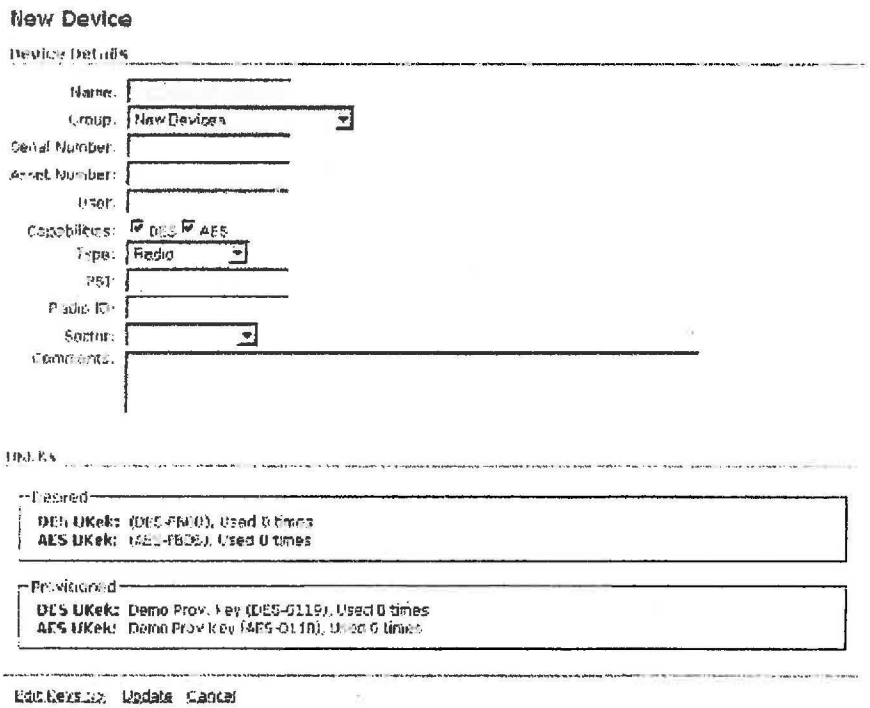
Common Key reference creation screenshot

- The authority is the person who is in charge of approving the delivery of a key to a user



Key Management Group creation screenshot

Several CKRs may be assigned in a Key Management Group

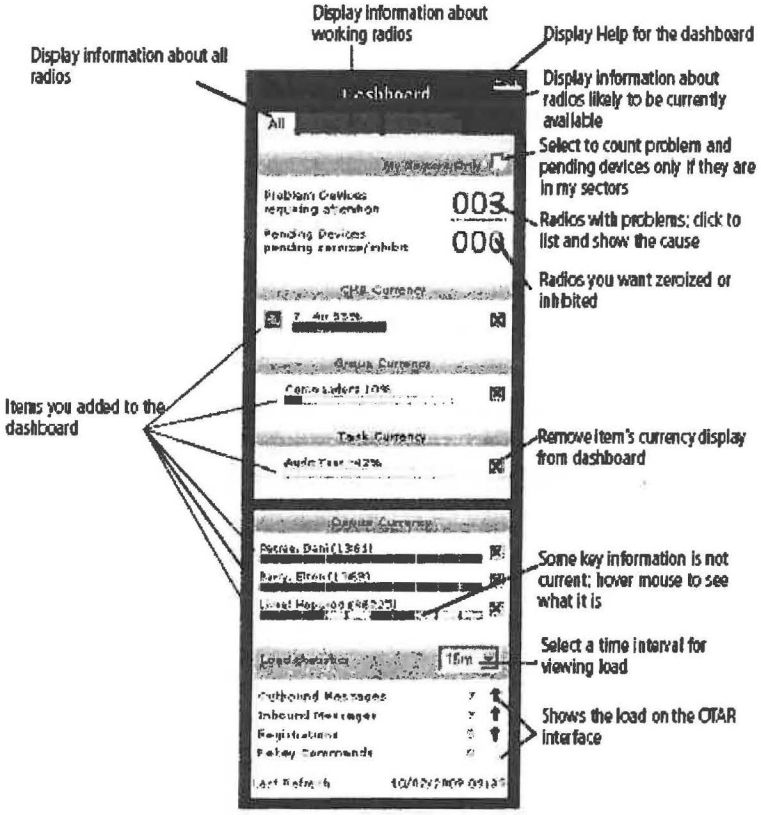


Creating a radio unit screen shot

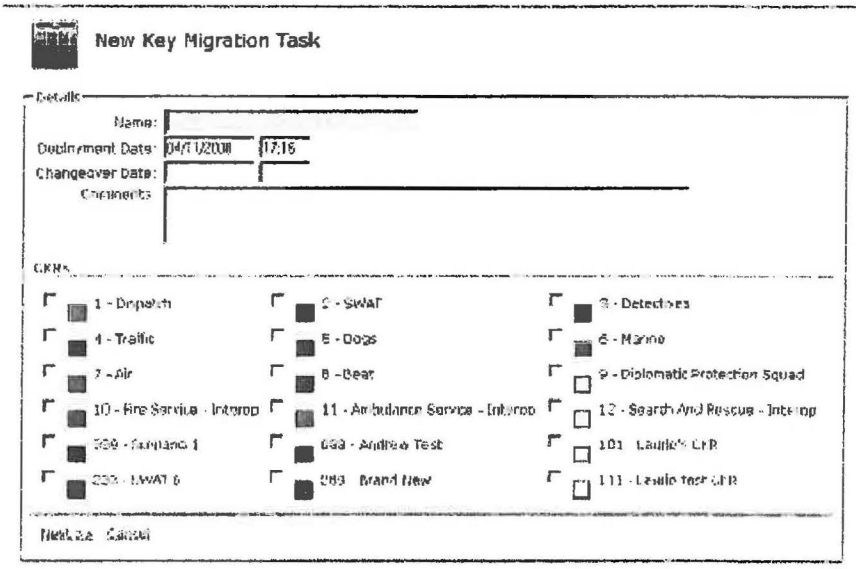
The radio unit may be created via a batch command.

The radio unit is assigned to a single key management group. The Crypto officer may change the group in a further step whenever needed.

A radio unit may be assigned to a sector. A sector may be assigned to each crypto officer so that the crypto officer may filter the key management information relative to his sector.



Dashboard screenshot



Changeover tasks screenshot

MEMO

DATE: **May 31, 2011**

TO: **Kent Pfeil – Director of Finance**

FROM: **Pam Kirkland – Purchasing Manager**

SUBJECT: **Award of Bid #52-11 for the cooperative purchase of data switches for the Cassidian (EADS) P25 Radio System to Qwest Communications, LLC in the amount of $66,276.50 through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1376**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Steve Graves, Chief Information Officer and formally request authorization to issue a purchase order to Qwest Communications, LLC for data switches for the Cassidian (EADS) Radio System in the amount of $66,276.50.

AT&T is a contract vendor through the State of Texas Department of Information Resources cooperative purchasing program, Contract #DIR-SDD-1376. The City of Richardson participates in this program through our existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code, Chapter 791.025 and Texas Local Government Code, Subchapter F, Section 271.102. This agreement automatically renews annually unless either party gives prior notice of termination.

Funding is available in the following accounts as follows:

230-0540-581-7401, Project IS1002	$31,189.72
546-5710-583-7401, Project IS1002	17,543.39
592-0000-581-7401, Project IS1002	17,543.39
	$66,276.50

Concur:

Kent Pfeil

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

DATE: June 13, 2011
TO: Pam Kirkland, Purchasing Manager
FROM: Steve Graves, Chief Information Officer SGraves
SUBJECT: 2010-11 P25 Radio Data Switches

The City of Richardson has entered into an agreement with Cassidian Communications (a subsidiary of the EADS Co.) to provide a state of the art open standards P25 system. Using 4 sites, and providing the latest in radio technology, the Cassidian system permits the use of a wide variety of subscriber equipment (radios) on the system.

As part of the communications component of the radio system, the City is required to purchase data switches to use as communication backhauls for our new P25 Radio System. The City is standardized on Cisco data switches and routers.

I recommend using Qwest Communications, LLC to purchase our Cisco Network Switches. The new switches will be placed throughout the new P25 radio sites. Total cost for the Cisco data switches is $66,276.50. Funding is provided using account numbers 230-0540-581-74.01, 546-5710-583-74.01 and 592-0000-581-74.01 project number IS1002. This purchase is being made using the State of Texas DIR contract number DIR-SDD-1376.

Qwest
Spirit of Service™

Cisco Systems

Pricing in US Dollars

Date: 5/25/2011
Customer: City of Richardson
Customer Contact:
Customer Telephone:
Customer Email Address:
Customer Fax Number:
Sales Person: Jeff Ramey
Quote Number:

Model Number	Model Description	Qty	Unit List	DIR Disc %	Extended Price
WS-C3750X-48PF-S	Catalyst 3750X 48 Port Full PoE IP Base	5	14,000.00	47	$37,100.00
S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	5	Included	47	Included
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	5	30.00	47	$79.50
CAB-3KX-AC	AC Power Cord for Catalyst 3K-X (North America)	10	0.00	47	$0.00
C3KX-PWR-1100WAC	Catalyst 3K-X 1100W AC Power Supply	5	Included	47	Included
C3KX-PWR-1100WAC/2	Catalyst 3K-X 1100W AC Secondary Power Supply	5	1,500.00	47	$3,975.00
C3KX-NM-10G=	Catalyst 3K-X 10G Network Module	5	2,500.00	47	$6,625.00
SFP-10G-LR=	10GBASE-LR SFP Module	5	3,995.00	47	$10,586.75
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	5	Included	47	Included
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	5	Included	47	Included
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	15	995.00	47	$7,910.25

Terms and Conditions

1> Quotation Valid For 60 Days.

2> All Prices are in US Dollars.

3> Prices do not include taxes. Customer shall be responsible for any applicable taxes.
Please forward tax-exempt certificate as appropriate.

4> Hardware and software F.O.B.Destination.

5> Any orders should reference the Qwest DIR CPE Agreement and are subject to the terms and conditions of Qwest DIR CPE agreement which is incorporated by reference

6> Customer's use of any Cisco Networks software is governed by the applicable software license terms found at www.Cisco.net/terms, which terms are subject to change by Cisco Networks at any time without notice to Customer.

7> Information contained in this quote is confidential and proprietary to Cisco Networks and Qwest and shall be held as confidential by Customer with at least the same degree of care with which Customer protects its own confidential and proprietary information.

Qwest Government and Educational Solutions Sales Team

Jim Brown
Sales Manager
512-338-5703
jim.g.brown@qwest.com

Jeff Ramey
National Accounts Manager
214-538-0800
jramey@qwest.com

Qwest Interprise America 11921 MoPac, Suite 100 Austin, Texas 78759

MEMO

DATE: **May 23, 2011**

TO: **Kent Pfeil – Director of Finance**

FROM: **Pam Kirkland – Purchasing Manager**

SUBJECT: **Award of Request for Proposal #701-11 for the Radio Frequency Identification (RFID) Asset Tracking System for the Police Department to GlobeRanger Corporation in the amount of $71,558.46 and pursuant to unit prices**

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Jim Spivey – Chief of Police and request permission to enter into a contract with GlobeRanger Corporation for the RFID Asset Tracking System for the Police Department in the amount of $71,558.46.

Six proposals were received from Continental Wireless, GlobeRanger Corporation, Lockwood Technology Corporation, Southwest Solutions Group, TransitionWorks, LLC and Votum Technology Group, LLC. The proposals were evaluated by representatives from the Police Department on criteria related to the ability of the software/hardware meeting the department's needs; experience and past performance; response to the questionnaire; total cost; and the ability of the Offeror to support the RPD and City's needs.

As indicated on the attached evaluation results forms, GlobeRanger Corporation received the highest score of 86.7 out of a possible 100 points. GlobeRanger Corporation was selected based on their prior municipal government experience, compatibility in our current infrastructure, and mobile application services. In addition, GlobeRanger Corporation is also located in Richardson, Texas.

The total amount of the system, which includes software, maintenance, configuration and deployment services, hardware, consumables and the Bluetooth vehicle inventory option, is $71,558.46. With the Bluetooth vehicle inventory option, we do not have to purchase the vehicle RFID reader or battery (a $5,077.42 charge) listed on the attached price list. GlobeRanger Corporation has agreed to hold the unit prices firm for the consumables and hardware as we proceed to develop the system. The quantities used are estimates of our expected usage, however, quantities may increase or decrease accordingly as we move forward with the project. Any additional items will be billed at the unit prices bid in the RFP.

Funding is provided in accounts 023-1011-521-6195, 024-1011-521-6194 and 023-1011-521-4323 as outlined in the Chief's attached memo. A pre-proposal conference was held on April 8, 2011 and eight vendors and four staff members were in attendance.

Concur:

Kent Pfeil

ATTACHMENTS

MEMO

Date: May 24th, 2011

To: Pam Kirkland (Purchasing Manager)

From: Chief Jim Spivey

Subject: Recommendation of Police Department RFID Project Vendor Award

The City of Richardson Police Department seeks to purchase a software/hardware solution that utilizes RFID asset tracking technology, with the initial purpose of tracking uniforms, other issued equipment and physical assets within the police facilities and patrol vehicles. Towards that end, the department has developed and made available to vendors a request for proposal. Several vendors responded with solutions and proposed pricing. An evaluation committee within the police department has assessed the proposals, utilizing the grading criteria set forth in the RFP. The vendor recommended to receive the project contract is GlobeRanger, based in Richardson TX.

The below are primary reasons this vendor was chosen above others:

- GlobeRanger demonstrated in their response, an encompassing, thorough understanding of asset tracking technology and their solution is compatible with all of the prescribed parameters set forth in the proposal by the department.
- GlobeRanger has developed and implemented its own software, as opposed to being a reseller of other company's products.
- GlobeRanger has in house employees with significant experience in this technology and are able to provide support for their solution without outsourcing.
- GlobeRanger has a proven history of implementing/adapting their software in both government and industry settings.
- GlobeRanger's pricing proposal is within expected budgeted parameters.

It is anticipated the funding for this project will be expended from Police Seizure Fund 023 with software costs coming from 023-521-1011-6195, hardware costs coming from 024-521-1011-6194 and maintenance coming from 023-521-1011-4323. The total expected project amount is $71,558.46

Jimmy L. Spivey
Chief of Police

PAGE
BID NUMBER: RFP #701-11

EVALUATION BY COMMITTEE MEMBER - RFID . ET TRACKING SYSTEM - POLICE DEPARTMENT

VENDOR & EVALUATION FACTORS	Maximum Points	Committee Member #1	Committee Member #2	Committee Member #3	Average Score	Ranking
CONTINENTAL WIRELESS						
1. Ability software/hardware meeting needs	35	7	7	7		
2. Experience and past performance	15	3	3	3		
3. Response to questionnaire	25	5	10	10		
4. Total cost	15	9	9	9		
5. Ability to support RPD/City needs	10	4	2	4		
	100	28	31	33	30.7	6
GLOBE RANGER CORPORATION						
1. Ability software/hardware meeting needs	35	28	35	35		
2. Experience and past performance	15	12	12	12		
3. Response to questionnaire	25	20	20	20		
4. Total cost	15	12	12	12		
5. Ability to support RPD/City needs	10	10	10	10		
	100	82	89	89	86.7	1
LOCKWOOD TECHNOLOGY CORPORATION						
1. Ability software/hardware meeting needs	35	21	21	21		
2. Experience and past performance	15	9	9	12		
3. Response to questionnaire	25	5	5	5		
4. Total cost	15	6	6	6		
5. Ability to support RPD/City needs	10	6	6	6		
	100	47	47	50	48.0	4

BID NUMBER: RFP #701-11

EVALUATION BY COMMITTEE MEMBER - RFID ASSET TRACKING SYSTEM - POLICE DEPARTMENT

VENDOR & EVALUATION FACTORS	Maximum Points	Committee Member #1	Committee Member #2	Committee Member #3	Average Score	Ranking
SOUTHWEST SOLUTIONS GROUP	35	14	14	14		
1. Ability software/hardware meeting needs	15	9	9	9		
2. Experience and past performance	25	15	10	10		
3. Response to questionnaire	15	6	6	6		
4. Total cost	10	4	4	4		
5. Ability to support RPD/City needs	100	48	43	43	44.7	5
TRANSITION WORKS, LLC	35	28	28	28		
1. Ability software/hardware meeting needs	15	3	3	3		
2. Experience and past performance	25	10	10	10		
3. Response to questionnaire	15	9	3	3		
4. Total cost	10	4	4	4		
5. Ability to support RPD/City needs	100	54	48	48	50.0	3
VOTUM TECHNOLOGY GROUP, LLC	35	21	28	21		
1. Ability software/hardware meeting needs	15	3	3	3		
2. Experience and past performance	25	20	20	20		
3. Response to questionnaire	15	12	12	12		
4. Total cost	10	4	6	6		
5. Ability to support RPD/City needs	100	60	69	62	63.7	2

5 Pricing

5.1 RFP Formatted price list

1	**Software & Maintenance**						
2		Software Item	Version	Unit Price	Quantity	Line Total	Total
3	GR-AWARE Municipal	CA-AW-GP-SVR-PL-MUN	1.2	$ 34,750.00	1	$34,750.00	
4	Annual Maintenace			$ 6,255.00	1	$ 6,255.00	
5							**$ 41,005.00**
6	**Solution Configuration Services**						
7		Description	Labor Category	Hourly Rate	Hours	Line Total	Total
8		Configure database schema	Sr. Systems Eng.	$ 150.00	32	$ 4,800.00	
9		Test in-vehicle drive-by fixed RFID read performance	Sr. Systems Eng.	$ 150.00	8	$ 1,200.00	
10		Test SWAT weapon locker fixed RFID read performance	Sr. Systems Eng.	$ 150.00	8	$ 1,200.00	
11		Municipal showcase discount				$(7,200.00)	
12							$ -
13	**Deployment Services**						
14		Description	Labor Category	Hourly Rate	Hours	Line Total	Total
15		Install RFID equipment	Sr. Systems Eng.	$ 150.00	8	$ 1,200.00	
16		Data transfer from existing DB	Sr. Systems Eng.	$ 150.00	8	$ 1,200.00	
17							**$ 2,400.00**
18	**Hardware & Consumables**						
19		Description	Model	Unit Price	Unit Qty	Line Total	Total
20	**Hardware**	Fixed RFID Reader / prox. switch	Speedway R420	$ 1,676.20	1	$ 1,676.20	
21		Near-field antenna	Brickyard	$ 221.25	2	$ 442.50	
22		Handheld RFID Reader	MC 3090-Z	$ 2,300.00	1	$ 2,300.00	
23		Handheld spare battery	MC30KAB02-02	$ 70.44	1	$ 70.44	
24		Charging cradle	CRD3000-100RR	$ 168.27	1	$ 168.27	
25							**$ 4,657.41**
26		**Vehicle inventory**					
27		Handheld RFID Reader	MC 3090-Z	$ 2,300.00	2	$ 4,600.00	
28		Handheld spare battery	MC30KAB02-02	$ 70.44	2	$ 140.88	
29		Charging cradle	CRD3000-100RR	$ 168.27	2	$ 336.54	
							$ 5,077.42
31	**Consumables**	Tags					
32		Fujitsu Laundry tag	WT-A611	$ 0.85	4024	$ 3,420.40	
33		Xerafy (Universal)	Versa-Trak	$ 2.75	114	$ 313.50	
34		Xerafy (Universal)	Data-Trak	$ 1.75	0	$ -	
35		Xerafy (Metal mount)	Pico II	$ 3.00	170	$ 510.00	
36		Xerafy (Metal mount)	Nano II	$ 3.25	65	$ 211.25	
37		Metalcraft hanging tag	#1150	$ 1.45	62	$ 89.90	
38		Embeddable wire tag	IN02	$ 3.50	46	$ 161.00	
39		Paper label tag (non-metal)	Alien Squiggle, EPC Class 1 Gen 2	$ 0.14	2000	$ 280.00	
40							**$ 4,986.05**
41							
42	**Grand Total**						
43		Description					**Total**
44		**Project Total**					**$ 58,125.88**
46		**Bluetooth vehicle inventory option**					
47	Hardware	Bluetooth portable RFID reader	SKY900BLU	$ 425.00	38	$ 16,150.00	
48	Software	GR-AWARE-BT device licenses	(BT-10 Bundle)	$ 500.00	4	$ 2,000.00	
		GR-AWARE-BT annual device license maintenance	(BT-10 Bundle)	$ 90.00	4	$ 360.00	
50							**$ 18,510.00**
51		**Project Total with Bluetooth vehicle inventory option**					**$ 71,558.46**

Note: Prices do not include sales tax. An exemption certificte is required to be submitted.

MEMO

DATE: June 2, 2011

TO: Kent Pfeil – Director of Finance

FROM: Pam Kirkland – Purchasing Manager
Bill Martin for

SUBJECT: Change Order to increase purchase order #100901 to Schneider Electric for additional power at the Meredith and Collins Lift Stations in the amount of $90,337.02

Proposed Date of Award: June 13, 2011

I concur with the recommendation of Joe Travers – Assistant Director of Public Services, and request permission to increase the above referenced contract in the amount of $90,337.02 for additional power to the ACVMS at the Meredith and Collins Lift Stations, as outlined in the attached memo.

Texas Local Government Code Chapter 252.048 allows for change orders to contracts if plans or specifications are necessary after or during the performance of the contract to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished. The contract may not be increased by more than 25% of the original contract amount or decreased more than 25% without the consent of the contractor. Change orders over $25,000 must be approved by the governing body of the municipality and the total contract price may not be increased unless additional funds are appropriated for that purpose from available funds.

Funding will be provided from account 546-5710-585-7524, Project #WS1015.

Concur:

Kent Pfeil

Approved:

Bill Keffler

ATTACHMENTS

Xc: Bill Keffler
Dan Johnson
Michelle Thames
David Morgan
Cliff Miller

MEMO

TO: Pam Kirkland, Purchasing Manager

THRU: Jerry Ortega, Director of Public Services

FROM: Joe Travers, Assistant Director of Public Services

SUBJECT: Change Order #3 to increase Purchase Order #100901
2010 Utility Security Improvements - Schneider Electric

DATE: June 1, 2011

ACTION REQUESTED:

City Council authorizing the City Manager to execute Change Order #3 to Purchase Order #100901 in the amount of $ 90.337.02 to Schneider Electric.

ACCOUNT SUMMARY:

Original Purchase Order	$598,498.49
Change Order #1	46,970.71
Change Order #2	*- account numbers only -*
Change Order #3	90,337.02
Total Authorized Contract Amount	**$735,806.22**

BACKGROUND INFORMATION:

The 2010 Security Utility Improvements required an additional $90,337.02 more than originally estimated. The City of Richardson requested Schneider Electric to perform a number of additional improvements to the system, including power upgrades at Meredith and Collins Lift Stations, additional cooling for electric cabinets at elevated tank sites; improvements at elevated tank sites to better integrate the security system with the City fiber system and additional security surveillance cameras at the Service Center and elevated tank sites.

FUNDING INFORMATION:

Funding will be provided from Account #546-5710-585-7524 - Project #WS1015.

APPROVED

Bill Keffler, City Manager

Cc: Carolyn Kaplan, Capital Projects Accountant
MM: Y:Office\Agenda Reports\CO Council\Executive Memo\2010 Util Security Imp_CO2_Schneider Elec

AGENDA REPORT

City of Richardson, City Council Meeting

Work Session Date _____	City Council Meeting Date **June 13, 2011**

REQUESTED ACTION/MOTION

City Council authorizing the City Manager to execute Change Order #3 to Increase Purchase Order #100901 in the amount of $90,337.02 to Schneider Electric for the 2010 Security Utility Improvements.

SUMMARY EXPLANATION AND BACKGROUND

The 2010 Security Utility Improvements required an additional $90,337.02 more than originally estimated. The City of Richardson requested Schneider Electric to perform a number of additional improvements to the system, including power upgrades at Meredith and Collins Lift Stations, additional cooling for electric cabinets at elevated tank sites; improvements at elevated tank sites to better integrate the security system with the City fiber system and additional security surveillance cameras at the Service Center and elevated tank sites.

Funding will be provided from Account #546-5710-585-7524 - Project #WS1015.

Recommended By: Cliff Miller	City Manager's Office	_____ Date
Source of Additional Information: Jerry Ortega	Director of Public Services	972-744-4224 Phone
Source of Additional Information: Joe Travers	Assistant Director of Public Services	972-744-4225 Phone

EXHIBITS ATTACHED FOR CITY COUNCIL MEETING

__1__ Handout(s) for Council Meeting (list items)

- Executive Summary

DOCUMENTS FOR CITY SECRETARY/PERMANENT RECORDS

Documents must be submitted to the City Secretary in their final form with City Attorney approval no later than the Monday prior to the Work Session.

__ Resolution ___ Public Hearing ___ None

__ Ordinance ___ Other

MM:Office/Agenda Reports/CO Council/Agenda Reports/2010 Util Security Imp_CO3_Schneider

City of Richardson
City Council Meeting
Agenda Item Summary

Meeting Date:	Monday, June 13, 2011
Agenda Item:	Review and Discuss Item Listed on the City Council Meeting Agenda
Staff Resource:	Bill Keffler, City Manager
Summary:	The City Council will have an opportunity to preview and discuss with City Staff the agenda items that will be voted on at the City Council Meeting immediately following the Work Session.
Board/Commission Action:	Various, if applicable.
Action Proposed:	No action will be taken.

City of Richardson
City Council Worksession
Agenda Item Summary

Worksession Meeting Date:	Monday, June 13, 2011
Agenda Item:	Changes in Police Shift Hours and Police Vehicle Fleet
Staff Resource:	Jim Spivey, Chief of Police
Summary:	For several months the police department has been researching alternate staffing models in an effort to maximize resource availability and deployment to prevent and mitigate criminal activity. As a result, a ten hour deployment model is being proposed. Additionally, as part of an annual review of police rated response vehicles, the department is proposing the purchase of the Chevrolet Tahoe to supplement existing fleet vehicles.
Board/Commission Action:	N/A
Action Proposed:	During Monday's Work Session, Chief Spivey will present a proposed ten hour patrol shift deployment model, its advantages and potential impact against criminal activity. Chief Spivey will also present an overview of the projected purchase of twelve Chevrolet Tahoes as front line response vehicles in the upcoming 2011/2012 budget year.

City of Richardson
City Council Worksession
Agenda Item Summary

Meeting Date:	Monday, June 13, 2011
Agenda Item:	Review and Discuss Oncor Rate Request Settlement
Staff Resource:	Brian Davis, Deputy Chief Information Officer
Summary:	On January 7, 2011 Oncor filed a request to increase system wide transmission and distribution rates. On January 24, 2011, City Council suspended the effective date of those rates for 90 days and agreed to join a multi city effort to review the requested rates and negotiate as needed a rate settlement. The rates were further suspended by mutual agreement an additional 30 days, in order to conclude settlement negotiations. Evaluation of the proposed rates and settlement negotiations have been completed and City Staff will review with the City Council the terms of the proposed settlement that is on the City Council consent agenda for action.
Board/Commission Action:	N/A
Action Proposed:	Review and Discuss Oncor Rate Request Settlement

City of Richardson
City Council Worksession
Agenda Item Summary

Worksession Meeting Date:	Monday, June 13, 2011
Agenda Item:	Review and Discuss Radio System Update
Staff Resource:	Steve Graves, Chief Information Officer
Summary:	City Staff will be on hand to present a status update on the construction of, and activities related to, the new City radio system. The Information Technology staff is heavily involved in a wide variety of activities related to the construction of this mission-critical system. Of particular importance, is the new radio selection, encryption server/software, Cisco data switches and new 911 radio consoles. Several bid items are on the City Council consent agenda for action and City Staff will address each of these items as a part of the overall radio system update.
Board/Commission Action:	N/A
Action Proposed:	Review and Discuss Radio System Update

City of Richardson
City Council Meeting
Agenda Item Summary

Meeting Date:	Monday, June 13, 2011
Agenda Item:	Items of Community Interest
Staff Resource:	Bill Keffler, City Manager
Summary:	The City Council will have an opportunity to address items of community interest, including: Expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City of Richardson or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after the posting of the agenda.
Board/Commission Action:	NA
Action Proposed:	No action will be taken.

City of Richardson
City Council Meeting
Agenda Item Summary

Meeting Date:	Monday, June 13, 2011
Agenda Item:	Executive Session
Staff Resource:	Bill Keffler, City Manager
Summary:	The Council will convene into a closed session in compliance with Texas Government Code Section 551.072 – Deliberation Regarding Real Property to discuss property considerations in the W. Arapaho Road/Lorrie Drive Area.
Board/Commission Action:	N/A
Action Proposed:	Council will reconvene into open session to take any action, if any, on matters discussed in executive session.